

Carrabassett Valley Selectmen's Meeting 4:30 p.m. Monday July 8th, 2019 at the Library

Agenda:

Review and sign 2019 Payroll Warrants:

Review and sign 2019 Town Expenditure Warrants:

1. **MINUTES** from previous meeting (June 3rd, 2019) are attached.
2. **PUBLIC HEARING CONCERNING PROPOSED 2019 TIMBER HARVESTING PLAN FOR THE PUBLIC LOT:** The proposed timber harvesting plan involves harvesting approximately sixty acres of an interior block (not adjacent to any homes, etc.). This sixty-acre block was proposed to be cut two years ago but was delayed due to time constraints. A copy of the proposal (and the forestry science involved) is attached along with a copy of the forest property map. We anticipate representation at the meeting from Matt Jacobs and Bill Haslam from American Forest Management (the Town's forestry consultants) and some members from the Town's Forestry Committee.
3. **UPDATE ON NEW FIRE STATION PROJECT:** A copy of the latest site plan and building floor plan are attached. S.W. Cole was hired to do geotechnical work on the lot to establish bearing of soils for foundation design (to avoid further slab and pavement damage) and additional work (Main Line Development) was needed for the D.E.P. permit in regards to the filtration basin that will be required. Fire Chief Courtney Knapp will make a brief presentation on the current proposed building space and needs.

We have started the conversation with Boyne/Sugarloaf regarding a long-term (50-yr.) lease for the new fire station lot. It has been pointed out to us that they cannot sell the lot to the Town at this time (due to many and varied bond holders; some institutionalized). However, we have clearly mentioned that we would like to insert into the lease the right of first refusal to purchase the lot and the right to purchase the lot at the end of the lease period. We hope to know more soon.

4. **CONCERNS REGARDING USE AND DISPOSAL OF DEMOLITION AND DEBRIS MATERIALS AT THE TRANSFER STATION:** Please see attached letter from CV resident Jim Wilson. As you know, currently the Town does not charge for depositing demolition materials (rugs, furniture, mattresses, windows, cabinets, asphalt shingles, etc.) in the 40 yd. containers at the Transfer Station. We do ask/require that contractors/owners for all large demolition projects pay for and provide their own (lease) 40 dumpster cans at their project sites. However, we do not have definition of "large project" and try to use common sense. The transfer station attendant also keeps a record of all contractors using the demo disposal (name and address of client, etc.).

We have seen a sizable increase in the demolition materials deposited at the Transfer Station in the last couple of years (see attached spreadsheet—114 ton in 2016 and 179 in 2018)). This is apparently due to a couple of factors including a significant number of “older condos” being renovated and, with the lack of new condo or home inventory for sale, existing homes and condos are being purchased and renovated.

As we have discussed in the past, we would like to increase our compaction rate of these materials which could significantly decrease our cost of transporting these materials. We have asked Plymouth Engineering to look at our Transfer Station site to determine if we can move the canisters to a ground level dumping area location to be accomplished by either building a ramp or similar structure with a concrete retaining wall. They are in the process of submitting a plan to us within the next two weeks. The initial thoughts are that this is “doable” adjacent to the transfer station structure.

At approximately an average cost per load for transportation of approximately \$325 (\$375 for single loads and \$268 double loads) based on 61 loads in 2018, that represents a cost of approximately \$20,000. If we could increase our compaction rate of 2.94 tons per load to 5 ton per load this would save approximately \$8,000 per year. However, to do this, there is the cost building the demo site and the cost of purchasing a used backhoe to compact the materials which could also be used to push up the burn and ash piles at an additional savings of approximately \$3,000 per year.

F.Y.I. the Kingfield Transfer Station currently charges for demolition and other materials and we have attached that information.

5. NEW FIVE-YEAR TRANSFER STATION OPERATING AGREEMENT WITH WASTE

MANAGEMENT COMPANY: As in the past, the Town has had five-year agreements with Waste Management Company to operate the Town’s Transfer Station. The agreement calls for an annual increase in fees of 3.0% the first year and 3.5% for the remaining four years. Also, we are going to be charged for transport of cardboard loads (but the tipping fee is \$41.20 a ton versus \$72.84 for trash). Please find attached a copy of the proposed agreement which would not start until January (2020).

- 6. UPDATE ON AIRPORT CLEARING PROJECT:** This project is nearing completion (thank goodness!). We have to wait until the seeding is sufficiently successful to close the project out. We do have some additional cost to the Town for tree removal (on the north end of the airport) that was completed as part of this project that was also completed as part of the last airport clearing project (that the FAA will not pay for twice). We are in the process of assessing the final cost of this project. Also, we are working the Dead River Company who seem receptive to improving the appearance of their bulk plant adjacent to the Town Park. We will be planting some shrubs also near some neighboring properties that were affected by this clearing project.

- 7. SELECTION OF AN AIRPORT CONSULTANT FIRM FOR A FIVE-YEAR PERIOD:** The F.A.A. requires airports that wish to receive Federal (90%) and State (5%) funding for airport projects to go through a consultant selection process every five years. We issued a 'Request for Airport Consultant Proposals' and we received proposals from three firms. After review of the proposals, the Committee has recommended that the Town continue to hire Hoyle, Tanner Associates for the Town's airport projects. There is no cost for retaining firms and payment to firms is made on a "project basis".
- 8. BIDS ON STREAM CROSSING PROJECT ON THE OUTDOOR CENTER ROAD:** Bids are due on July 8th at 10:00 a.m. and we will report the results. Work must be completed between July 15th and September 30th. We will have the bid specs and drawings at the meeting. We anticipate that we will receive approximately \$12,000 in F.E.M.A. funding for this project. We have received significant road damage in the past two floods due to the inadequate sizing of the existing culvert. The new replacement will be a precast large arch concrete structure spanning the stream leaving the natural stream bed (bottom).
- 9. INFORMATIONAL:**

Town Property Tax Commitment: Tax bills are being sent out. The Mil (Tax) Rate for 2019 is: .00645 (\$6.45 per thousand dollars of valuation) which is slightly less than last year (some properties however, had an increase in valuation due to current market conditions).

Household Hazardous Waste Disposal 9:00 a.m. to Noon on July 13th at the Transfer Station.

We are meeting with the Planning Board on July 11th regarding the proposed Town Park Pavilion (needed P.B. permit due to proximity to the shoreland) and the recreation department storage garage (needs a CEO permit) projects. We hope to go out to bid for this project immediately thereafter.

Caribou Pond Road Temporary Closure: Please note that Weyerhaeuser is closing the Caribou Pond Road on Mondays Through Fridays July 15 until December 31st from 4:00 a.m. to 6:00 p.m. due to wood harvesting operations. This road will be open on weekends. See attached notice.

TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
June 3, 2019

Board Members Present: **Bob Luce** **Jay Reynolds**
 Lloyd Cuttler **John Beaupre**
 Karen Campbell (via phone)

Others Present: **Dave Cota** **Peter Robbins**
 Tim Flight **Stan Tingley**
 Deb Bowker **Dutch Demshar**

Bob Luce opened the meeting at 4:30 p.m. and welcomed those present.

Expense warrants #20 and #22 in the amount of \$32,644.22 and \$130,182.84, respectively, were reviewed and signed by Selectmen.

Payroll warrants #19 and #21 in the amount of \$24,816.54 and \$23,676.58, respectively, were reviewed and signed by Selectmen.

The minutes from the May 6, 2019 meeting were reviewed. Lloyd Cuttler made a motion to approve the minutes as written. Jay Reynolds seconded the motion. Motion approved.

Dave Cota discussed a request for approval for a new airport hangar leased lot for Peter Robbins. Dave provided Peter's e-mail request, and the plan is currently conceptual, but if approved, Peter will come back with building plans and the official name of the Lessee. Peter Robbins was in attendance to express his interest and answer any questions. He has been involved with the Lewiston/Auburn Airport, and his family owns property in Carrabassett Valley. He proposes to build a hangar similar to the others in color and design. When a final design is received, the Planning Board would need to approve the plan. Peter addressed the Selectmen and explained that he flies a 182, which he shares with a partner. He has had a vision of owning a hangar at the Carrabassett Airport, and he met with the Airport Committee and Chris Parks. Pending approval of his application, Peter will try to meet with contractor Mark Fournier for existing plans, which he feels are ideal. He may be looking to do a larger door, as he is a helicopter pilot, as well. John Beaupre made a motion to approve this request. Lloyd Cuttler seconded the motion. Motion approved.

Dave Cota reported that he has received two bids for the proposed septic system for the Information Center. The low bid of \$9,104 was received from Narrow Gauge Construction. The next higher bid was \$10,944 from Jordan Excavation. John Beaupre made a motion to accept the Narrow Gauge bid. Jay Reynolds seconded the motion. Motion approved.

Dave Cota provided an update on the status of the Airport clearing project. Gary Pomeroy Logging is onsite to start removing debris, grinding stumps, mulching and seeding, which is expected to take up to three weeks. Dave said it has created some concerns from nearby residents. Once the large rocks are out of the way, the stump grinder will arrive. Once completed, Dave believes it will look a lot better. The plantings around the pool are done and look great. Jay Reynolds suggested possibly doing more of the plantings for other properties affected. Dave Cota has also been speaking with Dead River about better screening of their bulk plant. Back in 1965, this was a county airport and the cutting easements were in place, but

nothing had been done until now, even though it should have been being maintained over all these years. Without adherence to these rules, there may not be availability of federal funding in the future from FAA, not to mention the safety factor for pilots. Dave agrees that there could be some partnership with plantings for an owner that is particularly dissatisfied. There is money in the budget to plant a couple of acres of wildflowers and Dave has discussed this with Norpine and with Karen Campbell. The only thing they cannot do is to plant large trees again. Stan Tingley asked if other airports have standards concerning snowmobiles going across them. Dave Cota said the Town tries to work with people, so long as they stay off the runway. It's a 20-1 approach and there cannot be any obstructions on the approaches, and with 80' trees like existed, it became a real concern. Lloyd Cuttler explained that there are tiers of restrictions at various airports; for example, Portland needs barbed wire around their airport, but they are not in the same category as Carrabassett Valley.

Dave Cota provided a memo to the Selectmen with regard to the Planning Board's position concerning a proposed re-zoning of Sugarloaf Village I from Planned Development to R-2 (residential). At this time, the Planning Board does not recommend further action, as they believe there needs to be more participation from all of the potentially affected property owners, as well as an attempt to resolve any concerns through the association's governing documents. The matter has been tabled at this time by the Planning Board. Lloyd Cuttler said that, based on his participation in a Planning Board meeting, he felt that much of this was driven by fear of marijuana businesses in the development. Lloyd feels the associations need to address this individually and internally to identify their issues.

Dave Cota provided an update on planning for the new Mountain Fire Station. The first draft of the floor plan has been completed but is being modified, which Dave provided to the Selectmen. These plans will provide enough space to potentially move the Police Department into the building, if so desired in the future (this accounts for approximately 600 additional square feet extra or a 10% increase in the building size). Proposals for the mechanical system are being sought. This committee will next meet on June 12th at 8:30 a.m. Stan Tingley said he believes Boyne will have to provide some sort of release, and he feels there are pitfalls with that. He really wants to see the Town purchase the land. Dave Cota responded that the Town will be voting on whether to fund the entire project in the future. He is emphasizing the Town's interest in owning the land. John Beaupre said he would like to see the Town set a goal to keep the annual loan payments neutral to what's been being put into the reserve for this project.

Stan Tingley asked about the status of the vote on the Marijuana Ordinance. Dave Cota said that the final draft of the ordinance will be put before the Town at a meeting. However, there will be public hearings based on the Selectmen's recommendations on the matter.

Dave will be putting the Outdoor Center Stream Crossing out to bid soon. Where the work will be outside the stream bed, the project will need to wait until mid-July as per environmental regulations.

Regarding bridges and culvert structures on the Public Lot trails and roads, a big culvert has been replaced, and both large bridge replacements have been completed. The contractor has not been able to finish bridge work on Trail #29 that was started last fall due to still wet conditions but will complete work in the summer.

Preliminary plans for the Town Park Pavilion Expansion and Rec Department storage building have been completed. There was discussion regarding potential locations for these, since access

is important. The Planning Board will be reviewing the plans. The Selectmen will walk the proposed sites for the Rec storage building after this meeting. Once more details are worked out, it will go out to bid.

Dave Cota reported that he's spent considerable time on the change to the deed restrictions to the Town-owned "State Lot" public lot, which would allow a change in the deed restrictions that currently disallow a commercial campground. A change in the deed covenants to allow a commercial campground aa was passed by the Legislative Committee (10-0 with 3 abstentions) and will now go to the full legislature for vote. Dave pointed out to the Legislative Committee that there was a large parcel at Crocker that was taken out of taxation and put into conservation. No one should assume that, even if the restrictions are eliminated, there will be a campground at the Outdoor Center, since it a plan would need to developed and approved by a vote of the Town.

Dave Cota reported that he met with the Penobscot Indian Nation Tribal Council concerning providing an easement from the Carriage Road to the "Ted Jones Lot", and is now waiting for a decision.

A purchase agreement has been signed for the purchase of the new snowmobile trail groomer for the Snowmobile Club. Additionally, a one-year agreement with the Town has been drafted, by which the Club will purchase the machine in one-year from the Town.

The Mountain Bike Trail crew has working on the new 1 ½ mile trail between the Outdoor Center and Route 27. They will be also be working on the approach trail to Bigelow afterwards. The Trail Signage Project is also coming along. The Club is paying \$10,000 toward this project, Sugarloaf is paying \$5,000 and the Town is paying \$15,000. The goal is for some of this signage to be installed this summer. The proposed mountain bike trail from the base of Snubber chair lift to the Baselodge will be completed over the summer under a separate contract between Sugarloaf and a trail building contractor. As approved by the Town, the Town will provide a 50/50 match up to \$15,000 for building this trail.

There was a meeting at the Transfer Station last Friday with Waste Management Co. to look at improving compacting of demolition materials, and they would like to relocate the metal storage. The amount of demolition material is nearly double what it was five years ago. At \$363 per haul and taking only 2 – 2 ½ tons, this is expensive, since it's not adequately compacted. Waste Management suggested hiring an engineer to design something for the Town. Dave Cota will be in touch with Plymouth Engineering on the matter. The Selectmen agreed to move forward with hiring Plymouth Engineering to determine if a ramp or other structure can be built at the Transfer Station to relocate the 40 yd. demolition cans to facilitate better compaction (with a backhoe) and something easier to use for people to be able to dump down into the demo can.

There will be a Household Hazardous Waste Collection on July 13th at the Transfer Station from 9 to Noon. The program has been changed a bit, and now these collection days will be held more "regionally" in the future. They will combine Kingfield, New Portland and Carrabassett Valley this year. Next year, the collection day will be held in Kingfield.

The Golf Course Greens Committee will meet in June, but the date needs to be determined. John Beaupre said that Warren Michaelson will be coming to look at a potential Par 3 facility (3-4 hole) for junior or teaching, etc.

Dave Cota will be out of the office June 6-13.

Meeting adjourned.

Respectfully submitted,
Lynn Schnorr

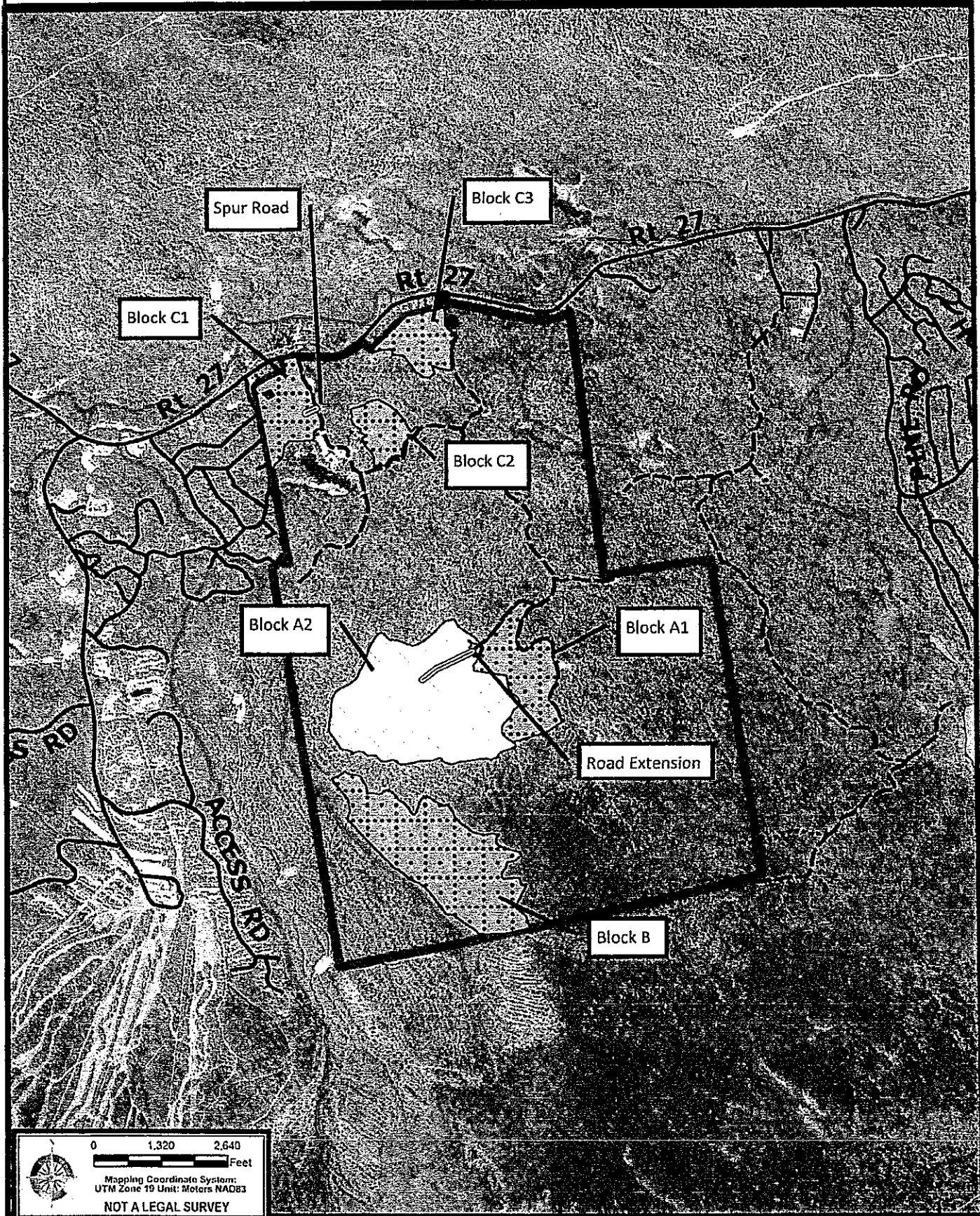
Carrabassett Valley Public Lot

Timber Harvest Proposal - 2019

The proposed harvest block (Block A1 on the attached map) is located along the gravel road/trail, south of trail 112 (Upper Warming Hut Trail) and west of trail 127 (Buckshot Trail). The hardwood patches cut in 2017 are to the west of this block. It is made up of mature hardwood, spruce-fir and some hemlock mixed with advanced regeneration. The forest canopy is tightly close, minimizing yearly growth, and many of the overstory trees could decline if not given more growing space. A relatively light cut here (1st entry shelterwood/ 40% of stocking) will maintain aesthetics, allow renewed growth in the remaining canopy trees, allow regeneration to develop and capture value in mature wood. There is a patch of mature aspen in the southern (uphill) end of the block, which should be cut in a patch of approximately 1 acre. Otherwise, the block will still have an intact forest canopy after the block is cut. Trail 131 (Twenty Two) cuts through the block from west to east. This will be crossed using a pole ford or wooden panels. The bridges along this trail will be avoided to protect them.

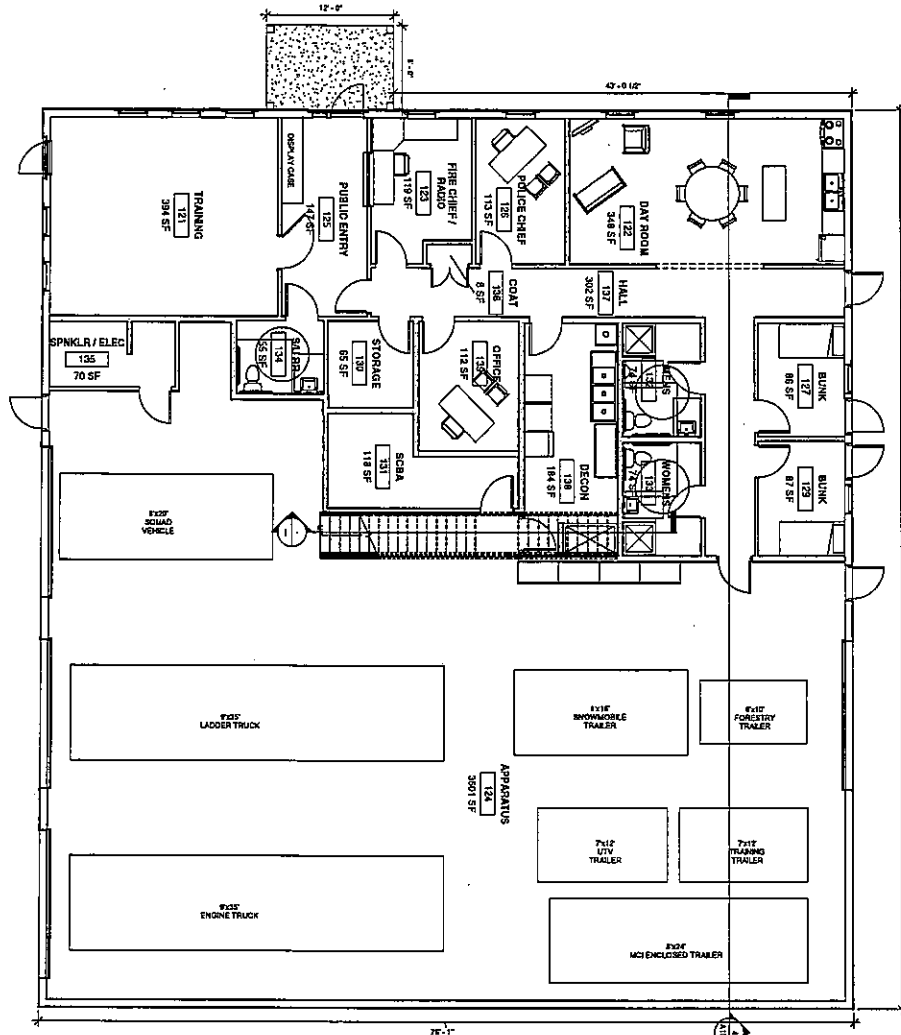
Harvest acres: 60 Volume: 1800 tons Income: \$24,000

Forest Property Map



① FIRST FLOOR
SHEET 101 OF 101

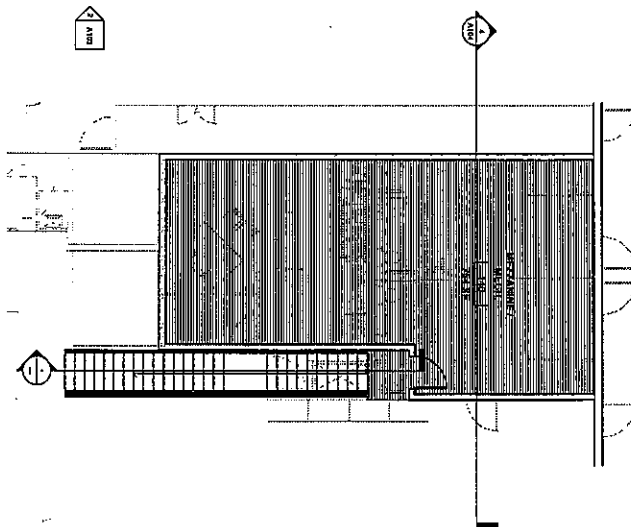
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AWR

AWR

② MEZZANE
SHEET 102 OF 101



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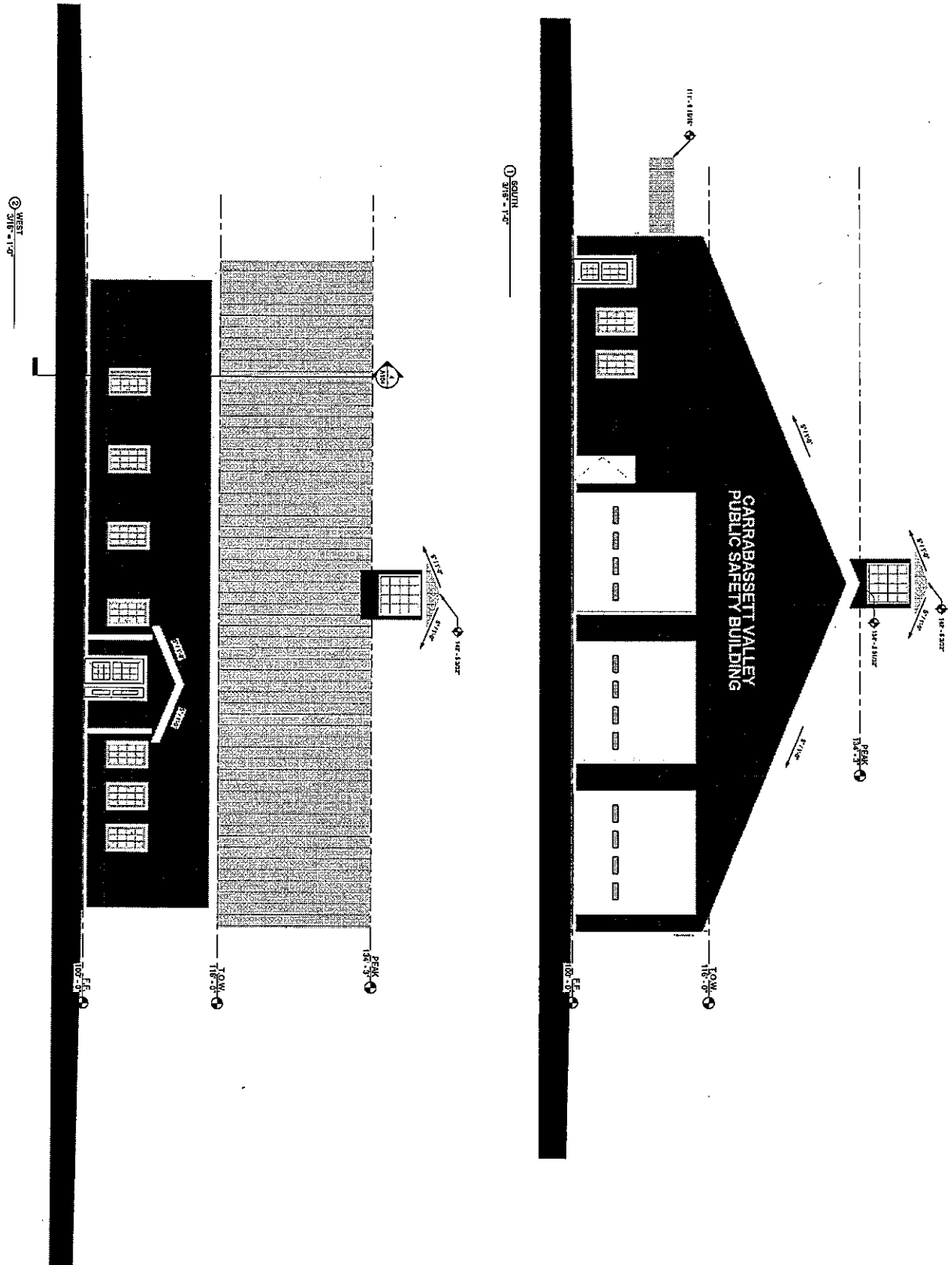
PRELIMINARY
SHEET 101 OF 101

Plymouth Engineering, Inc.
P.O. Box 46 80 Leroy Detroit Road
Plymouth, Maine 04069
Tel: (207) 257-8071 Fax: (207) 257-2150
info@plymoutheng.com www.plymoutheng.com

TOWN OF CARRABASSETT VALLEY
PROJECT NO. 1004
DATE: 6/20/16
SHEET 101 OF 101

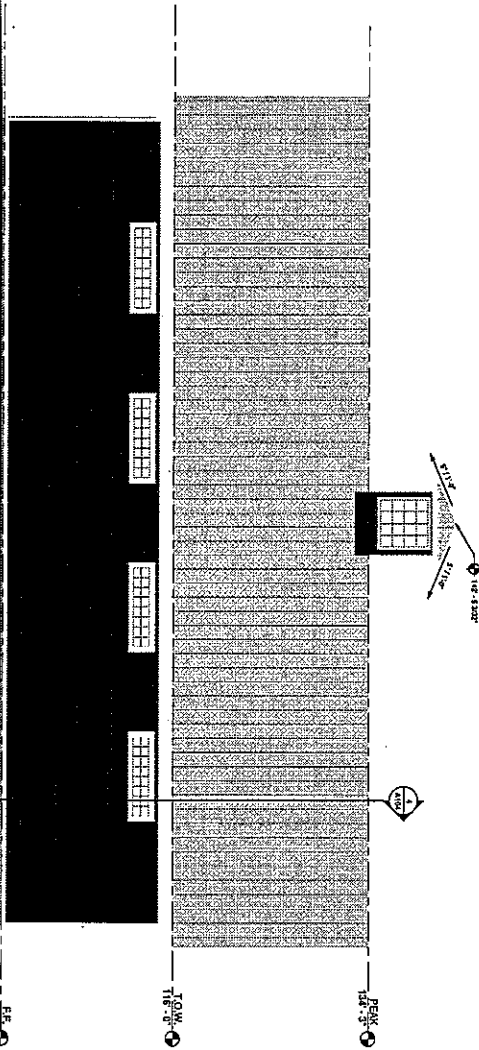
CARRABASSETT VALLEY
PUBLIC SAFETY BUILDING
CARRABASSETT VALLEY
FIRST FLOOR PLAN

REVISIONS			
NO.	DATE	DESCRIPTION	BY/APPD.

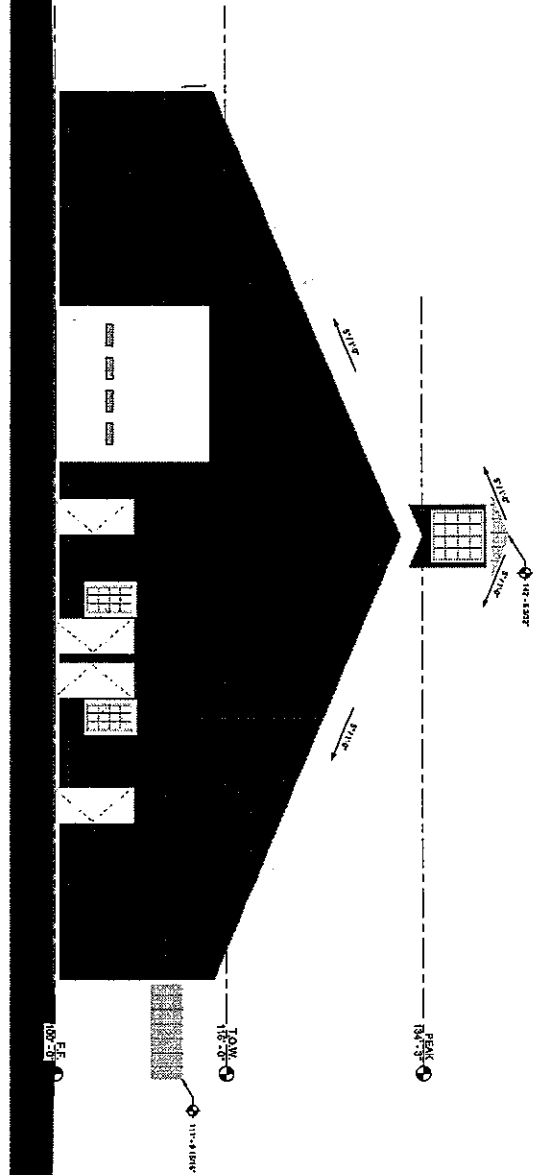


A102 PRELIMINARY SHEET 108 OF 108	Plymouth Engineering, Inc. P.O. Box 48 80 Lever Detroit Road Plymouth, Maine 04993 Tel: (207) 237-2071 Fax: (207) 237-2130 info@plymtheing.com www.plymtheing.com	Designer: [blank] Checker: [blank] Approver: [blank] Date: 8/20/18	Project No.: 18064 Revision: 18064 Scale: 3/16" = 1'-0" Date: 8/20/18	CARRABASSETT VALLEY PUBLIC SAFETY BUILDING CARRABASSETT VALLEY	MADE: [blank] DRAWN: [blank]	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>DRWN</th> <th>APPD.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	DRWN	APPD.																																			
		NO.	DATE	DESCRIPTION	DRWN	APPD.																																								
TOWN OF CARRABASSETT VALLEY				ELEVATIONS																																										

East
Scale = 1"=3'



North
Scale = 1"=3'



A103

PRELIMINARY



Plymouth Engineering, Inc.
P.O. Box 48 30 Lower Detroit Road
Plymouth, Maine 04963
Tel: (207) 887-8771 Fax: (207) 887-8130
info@plymouthengineering.com
www.plymouthengineering.com

TOWN OF CARRABASSETT VALLEY

**CARRABASSETT VALLEY
PUBLIC SAFETY BUILDING
CARRABASSETT VALLEY**

REVISIONS			
NO.	DATE	DESCRIPTION	DRWN APPD.

June 10, 2019

Request to the Carrabassett Valley Selectmen to review and advise taxpayer concern of excessive commercial use of the town's transfer station.

Greetings, I have a concern which was brought to light this past weekend when I attempted to use the household bins at the transfer station only to find out they were full. Normally that would have been fine and I would have understood but after checking I uncovered a use which caused me to question our policies and practices in regards to commercial refuse being handled at our transfer station.

This brings me to a few suggestions to help save the town some money and improve the experience at the transfer station for the tax payers.

When a contractor pulls a permit, I would like you to consider imposing a fee, based on the expected volume for that project. I don't think burnable refuse would need to be included in this fee.

Larger businesses or those who routinely produce large volumes of non-burnable refuse should either be limited on a weekly basis or required to provide their own dumpsters.

Recently the Sugarloaf Mountain Corporation was asked, By Ron, to get their own dumpster instead of using the town one for their renovation of the Widowmaker Lounge. There should be an understanding for large loads to be handled independently of our transfer station.

My experience was when I tried early on Saturday to bring a load of windows we had replaced and was told the dumpsters were full.

It seems that one of the most frequent causes of over commercial use of these dumpsters is Birchwood Interiors. They will frequently bring in box trucks, several times a week and load mattresses and furniture overfilling the bins. Granted they are a local business but is ALL of their product originating in Carrabassett valley?

It is my suggestion that they and other commercial businesses be required to provide for their own dumpsters and removal. I am told each one costs the town \$800 each time it is replaced.

Thank you for your consideration I shall look forward to your response.

Jim Wilson



2003 Hutchins Circle

Carrabassett Valley, Maine 04947

207-235-2642

Transfer Station Demo Numbers

Month	2016 Demo Loads	2016 Tonage	2017 Demo Loads	2017 Tonage	2018 Demo Loads	2018 Tonage	2019 Demo Loads	2019 Tonage		
Jan.	2	3.48	4	10.59	3	8.42	3	6.83		
Feb.	2	3.48	2	7.18	2	6.46	2	5.87		
March	2	2.84	3	6.74	3	9.64	6	13.79		
April	3	9.15	3	9.19	2	4.69	4	9.71	36.2	2.42
May	3	6.78	5	13.66	6	13.07	9	25.2		
June	4	8.57	7	20.86	7	22.33				
July	4	9.26	6	15.74	5	15.43				
Aug	4	9.51	5	14.43	7	19.97				
Sept.	7	19.03	8	24.56	5	17.45				
Oct.	8	18.7	6	15.23	9	27.4				
Nov.	7	16.46	8	21.6	7	22.67				
Dec.	3	6.79	7	16.51	5	11.87				
Totals:	49	114.05	64	176.29	61	179.4				
Average/Load		2.33		2.76		2.94				

Kingfield-New Portland Transfer Station
304 Lexington Road; Kingfield, ME 04947
Manager: David Taylor 491-6284

Demo Permit for Contractors/Homeowners

Haulers Name _____

Property Address _____

Number of Loads _____ by pick-up truck load x \$10.00 per load = _____

Number of Loads _____ by utility trailer load x \$10.00 per load = _____

Number of Loads _____ by one-ton truck x \$15.00 per load = _____

Number of Loads _____ by combo (pick up truck/ utility trailer) x \$20.00 per load = _____

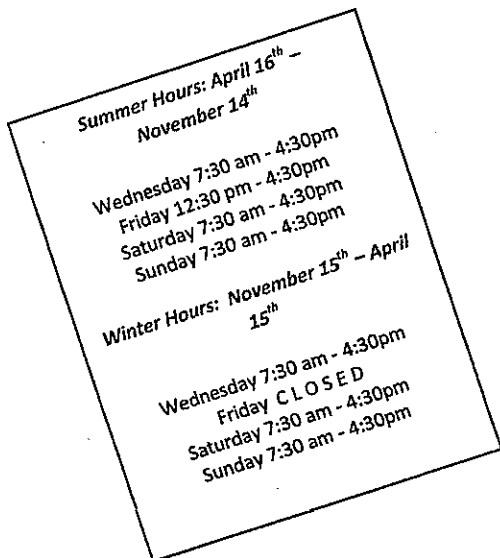
Number of Loads _____ dump truck/dump trailer X \$25.00 per load = _____

This permit must be obtained 24 hours in advance or may be subject to the load being refused.

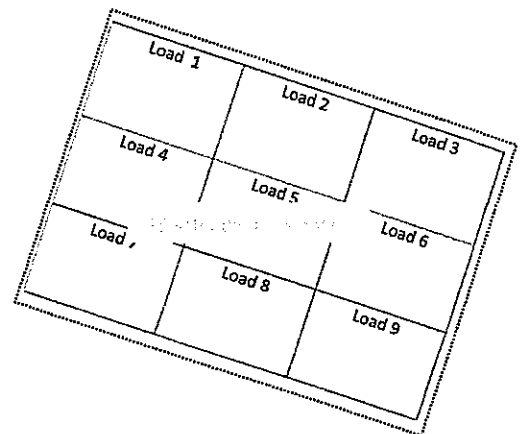
This permit is required by all parties wishing to bring "Construction Material" to the transfer station to be placed in the demo container. This includes Shingles/ Wood/ Windows/ Sheetrock/Etc.

This permit may be purchased for future use provided the Transfer Station Attendant knows 24 hours in advance to plan accordingly for load (s).

Issued by _____ Date _____ Time _____



Mandatory Recycling Facility



Please present this form to the Transfer Station Attendant with a copy of receipt from the Town Office.

How do I dispose of Construction Debris?

Construction debris such as demo wood, asphalt shingles, bathroom fixtures, sheet rock, brick and concrete, metal studs, etc. are accepted at the Transfer station. Items should be separated and placed in designated areas.

We have implemented a Demo Permit for Contractors and Homeowners prices vary see attendant for more info.

How do I dispose of leaves, brush, and grass clippings?

Brush is accepted at the facility as well as leaves and grass clippings for free. There is a designated area for these as they are turned into compost.

Are there other items I can dispose of?

Fluorescent lamps (including compact fluorescents - cfl's), fire extinguishers, automobile batteries and propane tanks. These all have a designated area. **We DO NOT accept 8 foot bulbs.**

Where can I dispose of items that you do not accept, such as hazardous waste, household chemicals or paint?

These items can be disposed of during our Annual Household Hazardous Waste Day; this day is usually the first Friday in September. Household hazardous waste includes the following types of chemicals: Herbicides, pesticides, pool chemicals, solvents, weed killers, and oil-based paint.

Note: Latex paint is not considered hazardous, but is a liquid waste and therefore cannot be disposed with other waste. Latex paint should have kitty litter or sawdust added to it to dry it, and then it can be disposed with normal household trash.

How can I dispose of large items such as refrigerators?

Refrigerators, other appliances, and other large items such as sofas, stuffed chairs, and mattresses, are accepted for a fee.

Refrigerator doors must be removed.

Car Tires	\$3.00
SUV Tires	\$7.00
Truck Tires (dump/tractor trailer)	\$10.00
	\$25.00 and
Off Road Tires (tractor/skider)	UP (market price)
Mattress/Box springs	\$5.00
Car/Truck Seat	\$5.00
Large Couch	\$5.00
Small Couch/Loveseat	\$5.00
Stuffed Chair/Recliner	\$5.00
Stereos	\$2.00
TV	\$2.00
Computer	\$2.00
Refrigerator	\$12.00
Air Conditioners	\$12.00
Other White Goods	\$5.00

Buy your Punch-Card at Kingfield or New Portland Town Office. Cards Cost \$10.00 and do not expire.

Can I dispose of used oil?

We accept used oil in its original container or clear containers. This oil cannot be contaminated with any other substance

(Gas/water/antifreeze). We reserve the right not to accept large volumes.

SINGLE STREAM RECYCLING

(Recycling rules June 21, 2018)

Containers marked #1, #2 & #5

Steel, Tin and Aluminum Cans, Plastic bottles (with a neck) # 1, 2 & 5, Office paper, Brown paper Bags, Newspapers, Magazines and Junk Mail, Paper Cardboard Dairy and Juice Containers, Flattened Cardboard and paperboard. Containers must be empty and dry. Please remove all lids.

Absolutely NO Glass bottles and jars,

NO Plastic Bags, NO Food Waste, NO

Foam/Plastics #3, 4, 6, 7

All non-recyclable trash

must be in clear colorless

plastic bags. Black/green is

not accepted.

Revenues to date (Jul 1, 2018 – June 20, 2019)

User Fees - Commercial Demo	1,626.00
MSW Permits	0.00
Tires, Refrigeration & Mercury	2,801.00
Salvage	2,287.35
Other	1,674.08

Revenues July 1, 2017 - June 30, 2018

User Fees - Commercial Demo	1,746.00
Tires, Refrigeration & Mercury	1,241.00
Salvage	2,377.37
Other	2,388.00



Notice of Temporary Road Closure:

Active Timber Harvest Operation

For your safety the Caribou Pond road will be temporarily closed during the following times:

Monday - Friday 4:00 am to 6 pm

July 15th – Dec. 31st

For more information please contact either Weyerhaeuser or the Town of Carrabassett Valley.

For alternate access during weekdays please see the map below:

TRANSFER STATION OPERATING AGREEMENT

This Agreement entered into this day 1st of January 2020, by and between the **Town of Carrabassett Valley**, 1001 Carriage Road, Carrabassett Valley, Maine 04947 (referred to as "Town"), organized under the laws of the State of Maine, and **Waste Management Disposal Services of Maine, Inc.**, a Maine Corporation, (referred to as "Contractor"), whose principal place of business is 357 Mercer Road, Norridgewock, ME 04957.

When this Agreement refers to the "Contractor" it includes the Contractor's employees and agents. The subject of this Agreement is the operation of the transfer station, collection and disposal of solid waste from the Town of Carrabassett Valley, ME.

WHEREAS, the Town owns certain real property and equipment necessary to operate and manage a solid waste transfer station ("Transfer Station"); and

WHEREAS, the Contractor owns and operates a sanitary landfill, separation facility, and/or material recovery facility in accordance with applicable laws of the State of Maine; and

WHEREAS, the Town requires (1) a means of disposing its solid waste; and (2) an operator for the Transfer Station; and

WHEREAS, the Contractor is experienced in the operation and management of transfer stations, and in the business of collecting and transporting solid waste for ultimate disposal or processing; and

WHEREAS, the Town desires to engage Contractor to collect solid waste at the Transfer Station for disposal at designated processing facilities; and

WHEREAS, the Board of Selectmen are authorized to execute this Agreement pursuant to local and state regulations.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises of the Town and Contractor as set forth herein, the Town and Contractor do hereby covenant, promise and agree as follows:

1. DEFINITIONS

1.1 Transfer Station. Shall mean the solid waste and recycling facility duly authorized by the State of Maine to operate said facility located within the Town boundaries of Carrabassett Valley, Maine.

1.2 Disposal Facility. Shall mean Waste Management Disposal Services of Maine, Inc. located in Norridgewock, Maine to receive MSW and Construction and Demolition Debris, and Approved Special Waste.

1.3 Municipal Solid Waste ("MSW"): Non-baled solid waste normally disposed of by households in the State of Maine, that is allowed by applicable law and permit to be accepted by Contractor at the Disposal Facility not including Construction and Demolition Debris,

Special Waste as defined herein, and not containing Hazardous Waste as defined and set forth on Exhibit A attached hereto.

1.4 Construction and Demolition Debris (Demo Debris): Shall have the meaning provided for in 38 M.R.S.A § 1303-C, as amended from time to time. "Demo Debris" shall include, but not be limited to the following items: wood, siding, shingles, concrete, bricks, furniture (to include couches, sofa-beds, stuffed chairs, and other bulky waste, etc.), et al. Demo Debris shall not include MSW or special waste or appliances that may contain or have contained Chlorofluorocarbons or CFC's, as commonly understood.

1.5 Recyclable Materials: Shall include items as specified on Exhibit B attached hereto or other such materials as the parties may agree to in writing.

1.6 Special Waste: Shall have the meaning provided for in 38 M.R.S.A. § 1303-C, as amended from time to time. Special waste or miscellaneous special waste must be subjected to analysis by a laboratory analysis will be reviewed by the Contractor and by the appropriate state agencies, before any decision can be made regarding its transportation or disposal. Loads hauled by Contractor from the Transfer Station to the Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures.

2. TERM.

The term of this Agreement shall be five (5) years effective on January 1, 2020 through December 31, 2024, unless sooner terminated as provided herein. Additionally, the Town shall have the option, with the consent of the Contractor, upon mutually agreeable terms, extend the term of this Agreement for an additional five (5) years, by notifying the Contractor of its intent to exercise this right not later than (30) days prior to the end of the then current performance period. Annual renewals are contingent upon approved funding at the Town Meeting.

3. TOWN OBLIGATIONS:

3.1 Permits.

The Town maintains a permit to operate the Transfer Station issued by the Maine Department of Environmental Protection ("DEP");

3.2 License Fees and Rents.

In consideration of the obligations to be undertaken by Contractor hereunder the Town agrees that it will not impose any license fees or rents on Contractor in connection with Contractor's occupation or operation of the Transfer Station.

3.3 Ownership.

The Town agrees that it shall maintain and retain its full ownership interest in the Real Property on which the Transfer Station is to be located and shall not hypothecate, divide or encumber its interest nor allow same, without first affording Contractor a right of first refusal which shall be competitive with requests for proposal solicited by the Town.

3.4 Payment.

The Town agrees to pay Contractor as compensation hereunder:

Pricing for First Year of Agreement January 1, 2020 – December 31, 2020

Transfer Station Operations: \$3909.18 per month

MSW: \$387.06 per haul (single haul) \$72.84 per ton

Demo/Bulky Debris: \$387.06 per haul (single haul) \$76.76 per ton plus Maine State fee

**Single Stream Recycling: \$387.06 per haul (single haul) \$41.20 per ton transportation fee
Plus, Ecomaine charges for acceptance, processing and
marketing recyclables***

**Clean Cardboard: \$387.06 per haul (single haul) \$41.20 per ton transportation fee
No Rebate for 2020**

Pup Haul (double haul) \$276.47 per haul per container

Contractor will evaluate market conditions for clean cardboard annually to determine any rebates or charges to the Town.

Trip Fee Charge (if applicable) \$185.00 per trip

An event caused by the Town that prohibits Contractor from servicing container(s).

*Single Stream Recycling rates do not include ecomaine charges for acceptance, processing and marketing recyclables. Ecomaine charges shall be passed through to the Town.

Annual increase for all items:

Charges after the first year shall be increased annually at a rate of 3.5% on each anniversary date. The first increase to be effective on January 1, 2021.

Said fees shall be subject to change to reflect any increase in costs associated with the occurrence of a Force Majeure Event (as described under Section 16 below) that increases the cost of providing service hereunder, increases in cost of disposal, or increases in cost of providing service as a result of changes in applicable laws, regulations or interpretations thereof and/or the imposition or levying of any fee on or against the waste being managed under this Agreement or the operation of the Disposal Site.

3.5 Snow Removal.

The Town agrees that it will provide all snow removal and sand/salt to facilitate safe operations.

4. CONTRACTOR'S OBLIGATIONS

4.1 General Operations.

The Contractor shall receive Acceptable Waste (from the Town) at the Transfer Station, and transport and dispose of such Acceptable Waste at a Disposal Facility, all in compliance with applicable laws and regulations. Title to Unacceptable Waste shall remain with Town or its residents. The Contractor shall be responsible for the personnel, property and equipment to be utilized in the Transfer Station operation and the general management and operation of the Transfer Station.

4.2 Recycling.

The Contractor will receive recyclable materials at the site, in an area segregated from the Acceptable Waste processing area. The Contractor shall take measures necessary (including visual screening) to ensure that the recyclable materials and white goods containing refrigerants or coolants do not create a public nuisance or a hazard to person, property or the environment while stored on the site. Contractor shall transport recyclables collected at the Transfer Station to ecomaine for acceptance, processing and marketing.

5. CHARGES, PAYMENTS, ADJUSTMENTS.

Town shall pay for the services by the Contractor in accordance with the aforementioned charges within 30 days of the date of Contractors invoice. Town shall pay a service charge on all past due accounts at a rate of 18% per annum. The Contractor may increase the charges to account for the following circumstances outside the control of the Contractor, changes in local, state or federal laws or regulation, imposition of taxes or fees and act of God such as floods, fires, war, or acts of terrorism, etc.

6. COLLECTION EQUIPMENT:

Contractor is authorized by the Town to store Town owned containers on Contractor property. Contractor shall ensure that Town Containers will be stored only for authorized Town use and at no time shall Town containers be used for any other purpose.

7. COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

8. SERVICE:

The Contractor shall provide service for the Town within 48 hours from the time of request. Service will be provided on a Monday through Friday basis, during normal business hours. The Contractor shall not be responsible to provide timely services should there be significant delays due to acts of God, or major highway reconstruction, or holidays:

9. OPERATION:

The Contractor shall accept for disposal the Town's MSW, approved Special Waste, and Construction and Demolition Debris from the Town's Transfer Station subject to the Disposal Site's permitted and operational availability. The Contractor may at any time refuse to accept any Hazardous Waste, and Unacceptable Waste, (as each of those terms is defined in the attached Exhibit A) or any materials, substance, or property which in the reasonable judgment of Contractor will be harmful, unhealthy, unsafe, or in violation of any federal, State, or local statute or regulation applicable to the Disposal Facility.

10. PERMITS AND LICENSES:

Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.

11. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Contractor or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose who acts for them may be liable. The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by negligent or wrongful acts or omissions of the Town, or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.

12. INDEPENDENT CONTRACTOR:

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.

13. NON-ASSIGNMENT:

Neither Contractor nor Town shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld provided that the Contractor shall have the right to assign this Agreement, without consent of the Town in the event of a corporate reorganization, merger or transfer of substantially all of Contractor's assets.

14. INSURANCE:

Contractor shall obtain and maintain insurance throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below.

Coverage's
Worker's Compensation

Limits of Liability
Statutory

Employer's Liability	\$1,000,000.00	
Personal/Bodily Injury Liability	\$5,000,000.00	Combined Single Limit
Property Damage Liability	\$5,000,000.00	Combined Single Limit
Automobile Bodily Injury	\$5,000,000.00	Combined Single Limit
Automobile Property Damage	\$5,000,000.00	Combined Single Limit
Excess Umbrella Liability	\$2,000,000.00	Each Occurrence

15. TERMINATION:

- A. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the party in default in writing of the nature of such default. Within twenty (20) days following such notice:
 1. The defaulting party shall correct the default; or
 2. In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of the non-defaulting party's notification thereof, and thereafter correct the default with due diligence.
- B. If the party in default fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies which the non-defaulting party may exercise singly or in combination:
 1. The right to declare that this Agreement, together with all rights granted the defaulting party, hereunder are terminated, effective upon such date as the non-defaulting party shall designate; and
 2. If the party in default is the Contractor, the Town shall have the right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself.

16. FORCE MAJEURE:

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

17. NOTICES

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To The Town:

Town of Carrabassett Valley
1001 Carriage Road
Carrabassett Valley, ME 04947
Attn: Town Manager

To The Contractor:

Waste Management Disposal Services of Maine, Inc.
PO Box 629
357 Mercer Road
Norridgewock, ME 04957
Attn: Pete Lachapelle

Or to such other address as the parties may designate in writing.

18. WAIVER:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

19. LAW TO GOVERN:

Town and Contractor agree that the laws of the State of Maine shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

20. TITLE OF SECTIONS

Section headings inserted herein are for convenience only and are not intended to aid interpretation and are not binding on the parties.

21. AMENDMENT:

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

22. SEVERABILITY:

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

23. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their successors, and permitted assigns.

24. ENTIRETY:

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first hereinabove written.

Town of Carrabassett Valley, a municipal corporation
Town Manager

Duly Authorized

Date

Waste Management Disposal Services of Maine, Inc.
President

By: Chris DeSantis, Duly Authorized

Date

EXHIBIT A

A. "Hazardous Waste" means:

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

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.

8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 –7, including without limitation, such materials from a site designated for remediation under federal or state “Superfund” authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.)
14. Asbestos contained in or from waste from building demolition or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved or otherwise heat-treated.)
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturing.
19. Waste produced by mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludges from a publicly owned sewerage treatment plant serving primarily domestic users.
22. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.

23. Wastewater wastes from commercial laundries or laundromats including waste from dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Wastewater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as sold wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.
29. Materials subject to waste "bans" as defined by law applicable to the material, the Transfer Station or the Disposal Facility, including without limitation, all waste subject to disposal restrictions under DEP solid waste management regulations.
30. Universal Wastes as listed by the State of Maine Hazardous Waste Management Regulations, Chapters 850 through 857. Universal wastes are: Cathode Ray Tubes; Florescent Lamps; Mercury Containing thermostats; totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.

Waste Management Disposal Services of Maine, Inc.

EXHIBIT B

RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Plastics with symbols #5, – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Town may not contain more than 10% Non-Recyclables and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Town may be charged additional processing, return or disposal costs. Town shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit B.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 10% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

MATERIALS

- a. If Excluded Materials are delivered to the Facility by or on behalf of Town, Company, in its sole discretion, may reject the entire load, or separately contain, set aside,

segregate, isolate and manage such Excluded Materials as required by Applicable Law. Town will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Town must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Town fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Town, transport and dispose of such Excluded Materials and charge the costs thereof to Town.

- b. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.