CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

CITY CLERK'S OFFICE

June 19, 2015

YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF THE ROCKLAND CITY COUNCIL WILL BE HELD IN CITY COUNCIL CHAMBERS AT ROCKLAND CITY HALL, 270 PLEASANT STREET, ROCKLAND, MAINE ON ***WEDNESDAY, JUNE 24, 2015*** *AT* ***5:30*** *P.M. FOR THE FOLLOWING PURPOSE(S):*

[Please Note Starting Time and Date]

Public Hearing/Resolve #29 Adopting FY 2016 Municipal Budget
Order #46 Authorizing C&D Disposal Contract - Troiano Waste Services
Order #47 Authorizing C&D Disposal Contract - Jeffrey A. Simpson, Inc.
Order #48 Amending Sewer User Fees
Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows the City Council to discuss matters pertaining to employment, appointment, assignment, duties, promotion, demotion, compensation, disciplining, resignation or dismissal of employees, to discuss a personnel matter.

YOUR PUNCTUAL ATTENDANCE IS REQUESTED
PER ORDER OF THE MAYOR OF THE CITY OF ROCKLAND

STUART H. SYLVESTER
CITY CLERK

CITY OF ROCKLAND, MAINE

RESOLVE #29

IN CITY COUNCIL

June 24, 2015

RESOLVE Adopting FY 2016 Municipal Budget, Authorizing Appropriations and Tax Assessment

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT, after due notice and public hearing being held, the budget for the City of Rockland for the fiscal year ending June 30, 2016 is hereby adopted as follows:

		Proposed 2016 Budget
		Budget Summary
8	General Fund Tax	$ 419,496
11	Legislative	7,038
12	Executive	235,314
13	Assessment	164,890
14	Finance	530,146
15	Legal	112,452
16	City Clerk	212,864
18	Services	199,562
19	City Hall	37,291
25	Engineering	25,000
30	Dispatch – Communications	190,319
31	Police	1,929,996
32	Fire	1,559,211
34	Municipal Fish Pier	134,250
35	Lights and Hydrants	617,836
36	Code Enforcement	228,610
37	Community Development	131,834
41	Public Works	1,604,092
51	Contributions	20,000
52	General Assistance	82,040
61	Harbor & Waterfront	185,792
62	Library	520,232
63	Recreation	148,756
71	Unclassified Fringe Benefits	90,932

72	Unclassified Other	230,928
81	Total Debt Service	1,190,914
91	Intergovernmental	10,046,852
	TOTAL GROSS BUDGET	$ 20,856,647
	Less Non-Property Tax Revenues	(3,941,278)
	NET BUDGET, GENERAL FUND	$ 16,915,369
	Capital Improvements Fund	$ 400,000
	Sewer Fund	$ 3,968,066
	Transfer Station Fund	$ 1,589,032
	Emergency Medical Service Fund	$ 612,777

The same is now hereby appropriated for the fiscal year ending June 30, 2016, and said amounts are declared not to be in excess of the estimated revenues from taxation and sources other than taxation for the fiscal year ending June 30, 2016.

AND, BE IT FURTHER RESOLVED, that the Assessor of the City of Rockland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed thereon, to the aggregate amount of $16,915,369 and in accordance with the provisions of the Statutes of Maine in such cases made and provided make perfect lists under his hand of such assessments and commit the same to the Finance Director of the City of Rockland.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

ORDER #46

IN CITY COUNCIL

June 24, 2015

ORDER Authorizing Construction & Demolition Debris Disposal Contract

IT IS HEREBY ORDERD BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a contract with Troiano Waste Services, Inc., for the disposal of construction and demolition debris at the Rockland Solid Waste Disposal Facility in substantial conformance with the attached contract.

Sponsor: City Manager
Originator: City Manager

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL AGREEMENT

This Construction & Demolition Debris Disposal Agreement (the "Agreement") is made and effective this 25th day of June 2015 by and between the City of Rockland, Maine (the "City"), a Maine municipal corporation having a mailing address of 270 Pleasant Street in Rockland, Maine, and Troiano Transfer Station, Inc. ("Contractor"), a Maine business corporation with its principal place of business at 1 Industrial Way, South Portland, Maine 04106.

WHEREAS, the City owns and operates a municipal landfill (the "Landfill") at the City of Rockland Solid Waste Facility, located on Limerock Street in Rockland, Maine; and

WHEREAS, the City's approved operations plan for the Landfill authorizes the City to accept construction and demolition debris ("C&DD") for disposal at the Landfill; and

WHEREAS, Contractor collects, sorts, transports, and disposes C&DD and has need of the disposal capacity of the Landfill for that purpose,

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the City of Rockland and Troiano Transfer Station, Inc. agree as follows:

1. <u>Definitions</u>.

A. ***Acceptable Waste.*** Acceptable Waste shall mean:

i. Construction and demolition debris ("C&DD"), which is solid waste generated by the construction, remodeling, repair, and demolition of structures, as defined under 38 M.R.S. § 1303-c and regulations of the Maine Department of Environmental Protection, including but not limited to building materials, asphalt, wallboard, wood not suitable for grinding, siding, insulation, metal and PVC conduits, pipes, bricks, and concrete blocks, but having a gypsum content that does not exceed 3%;

ii. Household furniture, couches, and chairs;

iii. Fish nets, lobster traps, and other, similar plastic-coated wire, ropes, and hose;

iv. Cleared vegetation and yard waste, including stumps, grubbings, tree trunks, brush, leaves, and grass and shrub clippings;

v. Non-recyclable cardboard, intending to refer to cardboard that is wet or contaminated by food waste or other deleterious material; and

vi. Other materials approved by the Maine Department of Environmental Protection for disposal, on a case-by-case basis for disposals at the Landfill;

B. ***Prohibited Waste.*** Prohibited Waste means all waste materials not identified as Acceptable Waste, including but not limited to:

i. Fines from shredded, ground, or otherwise processed construction or demolition wastes that contain substantial or prohibited levels of wallboard residuals and/or sulfates;

ii. Municipal solid waste, or household trash;

iii. Plastic bags;

iv. Televisions, computers or other electronic equipment;

v. Cables and wires;

vi. Asbestos;

vii. Vehicles or vehicle parts;

viii. Liquid wastes;

ix. Hazardous wastes, which are defined as:

a. Waste that, by reason of its composition or other inherent properties, is dangerous to handle by ordinary means, or that may present a substantial endangerment to health or safety, or that presents a reasonable possibility of adversely affecting the operation of the Landfill; or

b. Waste that is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, as amended; the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301, *et seq.*, as amended; and any other federal, state, or local laws, ordinances, rule, or regulations; and

x. Waste generated outside the State of Maine and not processed or treated in Maine;

xi. Dead animals and animal parts;

xii. Agricultural wastes;

xiii. Sandblast grit; and

xiv. Contaminated soil.

C. ***Processed Waste.*** Processed Waste means acceptable waste that has been sorted, and from which commodities and unacceptable material have been removed;

D. ***Unprocessed Waste.*** Unprocessed Waste means acceptable waste that has not been sorted;

2. <u>Transportation and Disposal</u>.

Contractor may transport and dispose at the Landfill, and the City shall accept for disposal at the Landfill Acceptable Processed or Unprocessed Wastes. The City Council or City Manager may order that C&DD may be accepted from other sources, pursuant to the City of

Rockland Code of Ordinance, Ch. 14, Art. I, Sec. 14-108, notwithstanding anything to the contrary in this Agreement;

3. Term.

The Term of this Agreement shall be three years, commencing on July 1, 2015, comprised as follows:

Year One: July 1, 2015, to and including June 30, 2016; and
Year Two: July 1, 2016, to and including June 30, 2017; and
Year Three: July 1, 2017, to and including June 30, 2018;

4. Disposal Fees; Payment. Contractor shall pay Disposal Fees for the disposal of C&DD by or on behalf of Contractor, in a prompt and timely manner consistent with the City's Cash Collection Policy (except as otherwise provided herein), at the following rates:

A. Year One:

i. $31.00/ton for Processed Waste if pre-paid;
ii. $33.00/ton for Processed Waste if not pre-paid;
iii. $38.00/ton for Unprocessed Waste;

B. Year Two:

i. $32.00/ton for Processed Waste if pre-paid;
ii. $34.00/ton for Processed Waste if not pre-paid;
iii. $39.00/ton for Unprocessed Waste; and

C. Year Three:

i. $33.00/ton for Processed Waste if pre-paid;
ii. $35.00/ton for Processed Waste if not pre-paid;
iii. $40.00/ton for Unprocessed Waste.

Pursuant to 38 M.R.S. § 2202(3), Contractor shall pay to the City any fee or tax imposed by the State of Maine on the disposal of C&DD and/or other wastes for remittance to the State, in addition to the City's Disposal Fees set forth herein.

5. Payment.

The City shall invoice Contractor for all wastes disposed by Contractor at the Rockland Landfill and any associated State or other fees and any outstanding balance on a weekly basis. Contractor shall pay each such invoice within thirty (30) days of the date of the invoice. If payment is not made as required by this Agreement, Contractor shall pay a late fee in the amount of 5% of the unpaid invoice, and interest to the City on any unpaid balance at a rate of 7% per annum until paid in full.

Alternatively, the Contractor may pre-pay for all Construction & Demolition Debris to be disposed by Contractor at the Landfill and any associated State or other fees, on a monthly basis, for amounts anticipated to be disposed in the following month. Pre-payment shall be made in readily-available funds, no later than the 20th day of the month, in the amount of the C&DD disposal fees Contractor anticipates incurring in the ensuing month, or one-twelfth of the Contractor's total disposal fees incurred in the preceding year, whichever is greater. If Contractor utilizes the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) Contractor fails to pre-pay by the pre-payment deadline and in conformance with the other pre-payment requirements, or (B) exhausts in a given month the amount of his pre-payment and fails to make further pre-payment for the additional disposals, or (C) breaches any other material term or condition of this Agreement;

6. <u>Disposal Procedures</u>.

A. Contractor shall dispose wastes at the Landfill prior to 1:00 p.m. on days the Landfill is open to the public (Tuesday – Saturday, excluding holidays), unless other, prior arrangements are made. In the event the City accepts a load or loads of Contractor's waste outside the normal business hours of the Landfill, or that staff are required to remain after hours (after 4:00 p.m., Tuesday – Saturday, or anytime on a Sunday, Monday, or holiday) to complete the disposal of a load or loads of Contractor's waste, Contractor shall pay the City a surcharge of $100.00/load;

B. The City shall have the right to reject unacceptable waste. Contractor shall pay all costs the City is caused to incur in handling or making other provision for unacceptable waste delivered to the Landfill by or on behalf of Contractor, including by its employees, contractors, haulers, or agents, and Contractor shall either remove such unacceptable waste or shall be responsible for the costs of doing so where Contractor fails to remove the unacceptable waste prior to a reasonable deadline imposed by the Director of the Landfill;

C. The City shall maintain operational weighing facilities at the Landfill and scale the weight of acceptable waste delivered to the Landfill by or on behalf of Contractor;

D. Contractor shall test its Processed Waste destined for the Landfill for gypsum content at least once in every six-month period during the Term of this Agreement, utilizing sample gathering techniques acceptable to the Maine Department of Environmental Protection. (Musson, S.E. et al., Measuring the gypsum content of C&D fines Waste Management (2007)), or other acceptable methodology for quantifying gypsum content in waste C&D) all sampling shall be done by a second party. In the event any sample exceeds the permissible level or concentration of 3% gypsum, Contractor may not dispose of the source material at the Landfill, and shall conduct gypsum testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, testing regime, or some other testing protocol imposed by the U.S. and/or Maine

Department of Environmental Protection. Unprocessed Waste must also contain 3% or less gypsum which may be determined by documented periodic visual inspection;

E. Contractor shall perform one Toxicity Characteristic Leaching Procedure ("TCLP") for 8 RCRA (Resource Conservation and Recovery Act) metals yearly (the sample shall be a composite of its C&DD destined for the Landfill). Contractor shall provide a copy of each such TCLP analysis report to the Rockland Solid Waste Facility at the onset of the contract. Each such sample shall be analyzed by a laboratory qualified to perform TCLP analysis. In the event any sample exceeds the permissible level (as defined by 40 C.F.R. (Code of Federal Regulations)) or concentration of prohibited substances, Contractor may not dispose of the source material at the Landfill, and shall conduct RCRA TCLP testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, yearly testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection;

F. In the event any load of Contractor's C&DD contains items other than Processed Waste or Unprocessed Waste, for which the City Council has set a disposal fee, Contractor shall pay the disposal fee(s) for such items in addition to the fee for C&DD set forth in this Agreement;

G. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the business day, unless prior approval is made with the Solid Waste Director to deviate from this limitation;

H. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and

I. In the event the Landfill is closed indefinitely, or is no longer permitted to accept construction and demolition wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as the applicable order or permit revocation allows the City, and this Agreement shall terminate, the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;

J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the C&DD disposal period during the business day, unless prior approval to deviate from this limitation is granted by the City;

K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and

L. In the event the Landfill is closed indefinitely, is no longer permitted to accept construction and demolition wastes, and/or the City determines, in its sole discretion,

that the Landfill, within one year, is anticipated to exhaust its remaining, functional capacity to accept wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as an applicable order or permit revocation, or remaining, functional capacity of the Landfill allows the City, and may, in its sole discretion, either (1) reduce the amount of waste Contractor may dispose during the remaining Term of this Agreement, or (2) terminate this Agreement, at which time the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;

M. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services lawfully, efficiently, and in a manner satisfactory to the City. If the City Manager, or his designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the City Manager.

7. Legal Compliance.

Contractor agrees to comply and to cause all third party transporters that transport Contractor's waste to the Landfill to comply with all federal, state, and local laws, ordinances, regulations, rules, and policies as they related to Contractor's acceptance, collection, processing, transportation, reporting, and disposal of wastes at the Landfill;

8. Insurance.

A. Contractor shall maintain commercial general liability insurance coverage, including vehicular liability coverage, having terms and limits of coverage that are acceptable to the City, as follows:

Type of Insurance	Each Occurrence	Aggregate
General Liability, Including Pollution Liability – Bodily & Property Damage Combined	$1,000,000	$2,000,000
Automobile Liability – Combined Bodily Injury & Property Damage	$1,000,000	
Excess Liability	$1,000,000	$2,000,000
Worker's Compensation & Employer's Liability	$500,000 (Each Accident) $500,000 (Disease Policy Limit) $500,000 (Disease Each Employee)	

Contractor shall require every third party that transports Contractor's waste to the Landfill to provide evidence they have commercial general liability insurance in the same, minimum coverage amounts; and

B. Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies and their coverages and exclusions shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contract, Contractor shall pay the City's costs of defense, whether or not such insurance coverage was obtained by Contractor, or has lapsed. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer(s) due to Contractor's acts, errors, or omissions.

9. <u>Damage to City Facilities</u>.

In the event Contractor or one or more of its officers, employees, contractors, haulers, or other agents causes damage to any equipment, structure, way, or other City facility, Contractor shall reimburse any and all repair or replacement costs incurred by the City to correct the damage. Contractor shall be fully and solely responsible for any property damage, personal injury, cost, loss, or expense arising from Contractor's presence at and/or use of the Rockland Landfill, and shall defend and hold the City harmless from any claim, loss, or expense relating to the same;

10. <u>Indemnification</u>.

Contractor shall defend, save harmless, and indemnify the City and its municipal officers, employees, agents and assigns from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.

11. <u>Security</u>.

Contractor shall provide the City with a bond or other instrument, the form and surety, guarantor, or other issuer of which shall be acceptable to the City in its sole discretion, in the minimum amount of $55,000 (the "Bond"), unless Contractor opts to pre-pay for disposals pursuant to paragraph 5 of this Agreement. Such Bond shall be provided to the City upon the effective date of this Agreement; shall remain effective throughout the Term of this Agreement; and shall remain effective and subject to negotiation and collection by the City for at least six months following the effective date of the termination of this Agreement. Regardless of any other terms and conditions of said bond or other instrument, payment thereunder by said surety, guarantor, or other issuer to the City shall be due immediately on demand upon Contractor's

failure to make payment or perform any material term or condition as and when due under this Agreement. If Contractor does not utilize the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) the City's account receivable for the Contractor equals or exceeds 80% of the Bond amount; or (B) Contractor breaches any other material term or condition of this Agreement;

12. Default.

The following, without limitation, shall constitute events of default that trigger the rights and remedies set forth in this Agreement and/or provided at law or in equity:

A. Contractor's Default. Contractor shall be in default if Contractor:

(1) Disposes Prohibited Waste in the City's Landfill;
(2) Fails to make any payment when or in the amount then due;
(3) Fails to perform and provide acceptable laboratory results from any testing required under this Agreement; or
(4) Violates any applicable law, regulations, or ordinance, with respect to the transportation and disposal of wastes at the Rockland Landfill, or
(5) Breaches any other material term or condition of this Agreement.

B. City's Default. The City shall be in default if City:

(1) Fails to accept Contractor's Acceptable Wastes within the parameters set forth in this Agreement; or

(2) Violates any applicable law, regulations, or ordinance, or breaches any other material term or condition of this Agreement.

13. Remedies.

A. City's Remedies. In the event of default by the Contractor, the City may, in its sole discretion, either decline to continue to accept waste disposals from Contractor; require advance payment in immediately available funds prior to continuing to accept waste disposals from Contractor; demand payment upon and/or execute upon the security provided by Contractor pursuant to this Agreement; and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity;

B. Contractor's Remedies. In the event of default by the City, Contractor may, at its sole discretion and with two weeks' prior written notice, discontinue disposals at the Rockland Landfill without penalty, and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity.

14. Miscellaneous.

A. Contract Validity. In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

B. Contract Administration. The **City Manager** or his designee shall serve as the City's Contract Administrator. **T.J. Troiano** or his designee shall serve as the Contractor's Contract Administrator.

C. Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

D. Governing Law; Jurisdiction & Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.

E. Equal Opportunity; Harassment; Wage Standards. The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer. In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the City's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or City policies against sexual harassment and discrimination, and shall not engage in, and shall report to the City, any criminal or nefarious conduct on City property.

F. Payments. Contractor's invoices shall state the delivery location, date, quantity, and type of fuel delivered. Payment made will be made upon submittal of an invoice on a net 30-day basis unless discount terms are offered.

G. Sales Tax. This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

H. Assignment. Neither party may assign its rights and obligations under this Agreement to another party without the prior, written consent of the other party;

I. Amendment. This Agreement may not be amended except in a writing signed by both parties;

J. Severability. In the event any provision, term, or condition of this Agreement is found to be void, invalid, or otherwise unenforceable by a court of law having jurisdiction over this matter and the parties, such invalidity shall have no effect upon the other provisions of this Agreement;

I. Notices. Any notice required to be given by this Agreement shall be provided and addressed as follows:

If to the City of Rockland:
City Manager
Rockland City Hall
270 Pleasant Street
Rockland, ME 04841

and to:
Public Services Director
Rockland City Hall
270 Pleasant Street
Rockland, ME 04841

If to Contractor:
T.J. Troiano
Troiano Transfer Station, Inc.
1 Industrial Way
South Portland, ME 04106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Witness:

_____
Print: Stuart H. Sylvester, City Clerk

City of Rockland, Maine:

_____
By: James D. Chaousis, II
Its: City Manager

As To Form:

_____
Kevin J. Beal, City Attorney

Witness:

_____

Print: _____

Troiano Transfer Station, Inc.:

_____

By: T.J. Troiano

Its.: _____

CITY OF ROCKLAND, MAINE

ORDER #47

IN CITY COUNCIL

June 24, 2015

ORDER Authorizing Construction & Demolition Debris Disposal Contract

IT IS HEREBY ORDERD BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a contract with Jeffery A Simpson, Inc., for the disposal of construction and demolition debris at the Rockland Solid Waste Disposal Facility in substantial conformance with the attached contract.

Sponsor: City Manager
Originator: City Manager

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL AGREEMENT

This Construction & Demolition Debris Disposal Agreement (the "Agreement") is made and effective this 25th day of June 2015 by and between the City of Rockland, Maine (the "City"), a Maine municipal corporation having a mailing address of 270 Pleasant Street in Rockland, Maine, and Jeffery A Simpson, Inc. ("Contractor"), a Maine business corporation having a mailing address of 281 Jagger Mill Road in Sanford, Maine 04073.

WHEREAS, the City owns and operates a municipal landfill (the "Landfill") at the City of Rockland Solid Waste Facility, located on Limerock Street in Rockland, Maine; and

WHEREAS, the City's approved operations plan for the Landfill authorizes the City to accept construction and demolition debris ("C&DD") for disposal at the Landfill; and

WHEREAS, Contractor collects, sorts, transports, and disposes C&DD and has need of the disposal capacity of the Landfill for that purpose,

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the City of Rockland and Jeffery A Simpson, Inc. agree as follows:

15. <u>Definitions</u>.

A. ***Acceptable Waste.*** Acceptable Waste shall mean:

i. Construction and demolition debris ("C&DD"), which is solid waste generated by the construction, remodeling, repair, and demolition of structures, as defined under 38 M.R.S. § 1303-c and regulations of the Maine Department of Environmental Protection, including but not limited to building materials, asphalt, wallboard, wood not suitable for grinding, siding, insulation, metal and PVC conduits, pipes, bricks, and concrete blocks, but having a gypsum content that does not exceed 3%;

ii. Household furniture, couches, and chairs;

iii. Fish nets, lobster traps, and other, similar plastic-coated wire, ropes, and hose;

iv. Cleared vegetation and yard waste, including stumps, grubbings, tree trunks, brush, leaves, and grass and shrub clippings;

v. Non-recyclable cardboard, intending to refer to cardboard that is wet or contaminated by food waste or other deleterious material; and

vi. Other materials approved by the Maine Department of Environmental Protection for disposal, on a case-by-case basis for disposals at the Landfill;

B. ***Prohibited Waste.*** Prohibited Waste means all waste materials not identified as Acceptable Waste, including but not limited to:

i. Fines from shredded, ground, or otherwise processed construction or demolition wastes that contain substantial or prohibited levels of wallboard residuals and/or sulfates;

ii. Municipal solid waste, or household trash;

iii. Plastic bags;

iv. Televisions, computers or other electronic equipment;

v. Cables and wires;

vi. Asbestos;

vii. Vehicles or vehicle parts;

viii. Liquid wastes;

ix. Hazardous wastes, which are defined as:

a. Waste that, by reason of its composition or other inherent properties, is dangerous to handle by ordinary means, or that may present a substantial endangerment to health or safety, or that presents a reasonable possibility of adversely affecting the operation of the Landfill; or

b. Waste that is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, as amended; the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301, *et seq.*, as amended; and any other federal, state, or local laws, ordinances, rule, or regulations; and

x. Waste generated outside the State of Maine and not processed or treated in Maine;

xi. Dead animals and animal parts;

xii. Agricultural wastes;

xiii. Sandblast grit; and

xiv. Contaminated soil.

C. ***Processed Waste.*** Processed Waste means acceptable waste that has been sorted, and from which commodities and unacceptable material have been removed;

D. ***Unprocessed Waste.*** Unprocessed Waste means acceptable waste that has not been sorted;

16. <u>Transportation and Disposal.</u>

Contractor may transport and dispose at the Landfill, and the City shall accept for disposal at the Landfill Acceptable Processed or Unprocessed Wastes. The City Council or City Manager may order that C&DD may be accepted from other sources, pursuant to the City of

Rockland Code of Ordinance, Ch. 14, Art. I, Sec. 14-108, notwithstanding anything to the contrary in this Agreement;

17. Term.

The Term of this Agreement shall be three years, commencing on July 1, 2015, comprised as follows:

Year One: July 1, 2015, to and including June 30, 2016; and
Year Two: July 1, 2016, to and including June 30, 2017; and
Year Three: July 1, 2017, to and including June 30, 2018;

18. Disposal Fees; Payment. Contractor shall pay Disposal Fees for the disposal of C&DD by or on behalf of Contractor, in a prompt and timely manner consistent with the City's Cash Collection Policy (except as otherwise provided herein), at the following rates:

A. Year One:

i. $31.00/ton for Processed Waste if pre-paid;
ii. $33.00/ton for Processed Waste if not pre-paid;
iii. $38.00/ton for Unprocessed Waste;

B. Year Two:

i. $32.00/ton for Processed Waste if pre-paid;
ii. $34.00/ton for Processed Waste if not pre-paid;
iii. $39.00/ton for Unprocessed Waste; and

C. Year Three:

i. $33.00/ton for Processed Waste if pre-paid;
ii. $35.00/ton for Processed Waste if not pre-paid;
iii. $40.00/ton for Unprocessed Waste.

Pursuant to 38 M.R.S. § 2202(3), Contractor shall pay to the City any fee or tax imposed by the State of Maine on the disposal of C&DD and/or other wastes for remittance to the State, in addition to the City's Disposal Fees set forth herein.

19. Payment.

The City shall invoice Contractor for all wastes disposed by Contractor at the Rockland Landfill and any associated State or other fees and any outstanding balance on a weekly basis. Contractor shall pay each such invoice within thirty (30) days of the date of the invoice. If payment is not made as required by this Agreement, Contractor shall pay a late fee in the amount of 5% of the unpaid invoice, and interest to the City on any unpaid balance at a rate of 7% per annum until paid in full.

Alternatively, the Contractor may pre-pay for all Construction & Demolition Debris to be disposed by Contractor at the Landfill and any associated State or other fees, on a monthly basis, for amounts anticipated to be disposed in the following month. Pre-payment shall be made in readily-available funds, no later than the 20th day of the month, in the amount of the C&DD disposal fees Contractor anticipates incurring in the ensuing month, or one-twelfth of the Contractor's total disposal fees incurred in the preceding year, whichever is greater. If Contractor utilizes the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) Contractor fails to pre-pay by the pre-payment deadline and in conformance with the other pre-payment requirements, or (B) exhausts in a given month the amount of his pre-payment and fails to make further pre-payment for the additional disposals, or (C) breaches any other material term or condition of this Agreement;

20. <u>Disposal Procedures</u>.

A. Contractor shall dispose wastes at the Landfill prior to 1:00 p.m. on days the Landfill is open to the public (Tuesday – Saturday, excluding holidays), unless other, prior arrangements are made. In the event the City accepts a load or loads of Contractor's waste outside the normal business hours of the Landfill, or that staff are required to remain after hours (after 4:00 p.m., Tuesday – Saturday, or anytime on a Sunday, Monday, or holiday) to complete the disposal of a load or loads of Contractor's waste, Contractor shall pay the City a surcharge of $100.00/load;

B. The City shall have the right to reject unacceptable waste. Contractor shall pay all costs the City is caused to incur in handling or making other provision for unacceptable waste delivered to the Landfill by or on behalf of Contractor, including by its employees, contractors, haulers, or agents, and Contractor shall either remove such unacceptable waste or shall be responsible for the costs of doing so where Contractor fails to remove the unacceptable waste prior to a reasonable deadline imposed by the Director of the Landfill;

C. The City shall maintain operational weighing facilities at the Landfill and scale the weight of acceptable waste delivered to the Landfill by or on behalf of Contractor;

D. Contractor shall test its Processed Waste destined for the Landfill for gypsum content at least once in every six-month period during the Term of this Agreement, utilizing sample gathering techniques acceptable to the Maine Department of Environmental Protection. (Musson, S.E. et al., Measuring the gypsum content of C&D fines Waste Management (2007)), or other acceptable methodology for quantifying gypsum content in waste C&D) all sampling shall be done by a second party. In the event any sample exceeds the permissible level or concentration of 3% gypsum, Contractor may not dispose of the source material at the Landfill, and shall conduct gypsum testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, testing regime, or some other testing protocol imposed by the U.S. and/or Maine

Department of Environmental Protection. Unprocessed Waste must also contain 3% or less gypsum which may be determined by documented periodic visual inspection;

E. Contractor shall perform one Toxicity Characteristic Leaching Procedure ("TCLP") for 8 RCRA (Resource Conservation and Recovery Act) metals yearly (the sample shall be a composite of its C&DD destined for the Landfill). Contractor shall provide a copy of each such TCLP analysis report to the Rockland Solid Waste Facility at the onset of the contract. Each such sample shall be analyzed by a laboratory qualified to perform TCLP analysis. In the event any sample exceeds the permissible level (as defined by 40 C.F.R. (Code of Federal Regulations)) or concentration of prohibited substances, Contractor may not dispose of the source material at the Landfill, and shall conduct RCRA TCLP testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, yearly testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection;

I. In the event any load of Contractor's C&DD contains items other than Processed Waste or Unprocessed Waste, for which the City Council has set a disposal fee, Contractor shall pay the disposal fee(s) for such items in addition to the fee for C&DD set forth in this Agreement;

J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the business day, unless prior approval is made with the Solid Waste Director to deviate from this limitation;

K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Jeffery A Simpson Inc or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and

I. In the event the Landfill is closed indefinitely, or is no longer permitted to accept construction and demolition wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as the applicable order or permit revocation allows the City, and this Agreement shall terminate, the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;

J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the C&DD disposal period during the business day, unless prior approval to deviate from this limitation is granted by the City;

K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and

L. In the event the Landfill is closed indefinitely, is no longer permitted to accept

construction and demolition wastes, and/or the City determines, in its sole discretion, that the Landfill, within one year, is anticipated to exhaust its remaining, functional capacity to accept wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as an applicable order or permit revocation, or remaining, functional capacity of the Landfill allows the City, and may, in its sole discretion, either (1) reduce the amount of waste Contractor may dispose during the remaining Term of this Agreement, or (2) terminate this Agreement, at which time the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;

M. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services lawfully, efficiently, and in a manner satisfactory to the City. If the City Manager, or his designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the City Manager.

21. <u>Legal Compliance</u>.

Contractor agrees to comply and to cause all third party transporters that transport Contractor's waste to the Landfill to comply with all federal, state, and local laws, ordinances, regulations, rules, and policies as they related to Contractor's acceptance, collection, processing, transportation, reporting, and disposal of wastes at the Landfill;

22. <u>Insurance</u>.

A. Contractor shall maintain commercial general liability insurance coverage, including vehicular liability coverage, having terms and limits of coverage that are acceptable to the City, as follows:

:

Type of Insurance	**Each Occurrence**	**Aggregate**
General Liability, Including Pollution Liability – Bodily & Property Damage Combined	$1,000,000	$2,000,000
Automobile Liability – Combined Bodily Injury & Property Damage	$1,000,000	
Excess Liability	$1,000,000	$2,000,000
Worker's Compensation & Employer's Liability	$500,000 (Each Accident) $500,000 (Disease Policy	

	Limit) $500,000 (Disease Each Employee)	

Contractor shall require every third party that transports Contractor's waste to the Landfill to provide evidence they have commercial general liability insurance in the same, minimum coverage amounts; and

B. Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies and their coverages and exclusions shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contract, Contractor shall pay the City's costs of defense, whether or not such insurance coverage was obtained by Contractor, or has lapsed. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer(s) due to Contractor's acts, errors, or omissions.

23. <u>Damage to City Facilities</u>.

In the event Contractor or one or more of its officers, employees, contractors, haulers, or other agents causes damage to any equipment, structure, way, or other City facility, Contractor shall reimburse any and all repair or replacement costs incurred by the City to correct the damage. Contractor shall be fully and solely responsible for any property damage, personal injury, cost, loss, or expense arising from Contractor's presence at and/or use of the Rockland Landfill, and shall defend and hold the City harmless from any claim, loss, or expense relating to the same;

24. <u>Indemnification</u>.

Contractor shall defend, save harmless, and indemnify the City and its municipal officers, employees, agents and assigns from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.

25. <u>Security</u>.

Contractor shall provide the City with a bond or other instrument, the form and surety, guarantor, or other issuer of which shall be acceptable to the City in its sole discretion, in the minimum amount of $33,000 (the "Bond"), unless Contractor opts to pre-pay for disposals pursuant to paragraph 5 of this Agreement. Such Bond shall be provided to the City upon the effective date of this Agreement; shall remain effective throughout the Term of this Agreement; and shall remain effective and subject to negotiation and collection by the City for at least six

months following the effective date of the termination of this Agreement. Regardless of any other terms and conditions of said bond or other instrument, payment thereunder by said surety, guarantor, or other issuer to the City shall be due immediately on demand upon Contractor's failure to make payment or perform any material term or condition as and when due under this Agreement. If Contractor does not utilize the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) the City's account receivable for the Contractor equals or exceeds 80% of the Bond amount; or (B) Contractor breaches any other material term or condition of this Agreement;

26. Default.

The following, without limitation, shall constitute events of default that trigger the rights and remedies set forth in this Agreement and/or provided at law or in equity:

A. Contractor's Default. Contractor shall be in default if Contractor:

(1) Disposes Prohibited Waste in the City's Landfill;
(2) Fails to make any payment when or in the amount then due;
(3) Fails to perform and provide acceptable laboratory results from any testing required under this Agreement; or
(4) Violates any applicable law, regulations, or ordinance, with respect to the transportation and disposal of wastes at the Rockland Landfill, or
(5) Breaches any other material term or condition of this Agreement.

B. City's Default. The City shall be in default if City:

(1) Fails to accept Contractor's Acceptable Wastes within the parameters set forth in this Agreement; or

(2) Violates any applicable law, regulations, or ordinance, or breaches any other material term or condition of this Agreement.

27. Remedies.

A. City's Remedies. In the event of default by the Contractor, the City may, in its sole discretion, either decline to continue to accept waste disposals from Contractor; require advance payment in immediately available funds prior to continuing to accept waste disposals from Contractor; demand payment upon and/or execute upon the security provided by Contractor pursuant to this Agreement; and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity;

B. Contractor's Remedies. In the event of default by the City, Contractor may, at its sole discretion and with two weeks' prior written notice, discontinue disposals at the Rockland Landfill without penalty, and/or, without limitation, bring any claim,

enforce any right, or seek any remedy authorized by statute, at common law, or in equity.

28. Miscellaneous.

A. Contract Validity. In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

B. Contract Administration. The **City Manager** or his designee shall serve as the City's Contract Administrator. **Jeff Simpson** or his designee shall serve as the Contractor's Contract Administrator.

C. Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

D. Governing Law; Jurisdiction & Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.

E. Equal Opportunity; Harassment; Wage Standards. The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer. In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the City's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or City policies against sexual harassment and discrimination, and shall not engage in, and shall report to the City, any criminal or nefarious conduct on City property.

F. Payments. Contractor's invoices shall state the delivery location, date, quantity, and type of fuel delivered. Payment made will be made upon submittal of an invoice on a net 30-day basis unless discount terms are offered.

G. Sales Tax. This project is exempt from State Sales and Use or Excise Taxes to the

extent allowed by law.

H. Assignment. Neither party may assign its rights and obligations under this Agreement to another party without the prior, written consent of the other party;

I. Amendment. This Agreement may not be amended except in a writing signed by both parties;

J. Severability. In the event any provision, term, or condition of this Agreement is found to be void, invalid, or otherwise unenforceable by a court of law having jurisdiction over this matter and the parties, such invalidity shall have no effect upon the other provisions of this Agreement;

I. Notices. Any notice required to be given by this Agreement shall be provided and addressed as follows:

If to the City of Rockland: James D. Chaousis II,
City Manager
Rockland City Hall
270 Pleasant Street
Rockland, ME 04841

and to: Public Services Director
Rockland City Hall
270 Pleasant Street
Rockland, ME 04841

If to Jeffery A Simpson Inc : Jeffery Simpson
Jeffery A Simpson, Inc
281 Jagger Mill Road
Sandord, ME 04073

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Witness:

Print: Stuart H. Sylvester, City Clerk

City of Rockland, Maine:

By: James D. Chaousis, II
Its: City Manager

As To Form:

_____
Kevin J. Beal, City Attorney

Witness:

Jeffery A Simpson, Inc:

_____
Print: _____

_____
By: Jeffrey A. Simpson
Its.: President

CITY OF ROCKLAND, MAINE

ORDER #48

IN CITY COUNCIL

June 24, 2015

ORDER Amending Pollution Control Facility Fees

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, effective July 1, 2015, the fee schedule for the Water Pollution Control Facility be amended and adopted as follows:

POLLUTION CONTROL FACILITY FEES

GENERAL

All references to the City of Rockland's Sewer Use Ordinance shall be understood to mean the version of this document that has most recently been passed and adopted by the City Council of the City of Rockland, Maine. Similarly, all references to the Enforcement Response Plan shall be understood to mean the current version of this document, incorporated by reference into the most recently adopted Sewer Use Ordinance.

CHARGES AND FEES AT A GLANCE

Type of Charge	Current Value
Minimum Charge	
Residential and Commercial	Usage 1,000 cubic feet per ERU Rates First 1,000 cubic feet: ~~$41.84~~ **43.93** 1,001 cubic feet and above: $ ~~5.00~~ per 100 cubic feet **5.25**
Industrial ***Minimum Charge*** ***Monthly Charge***	Usage 30% of monthly flow, BOD, and TSS in Industrial User's current Wastewater Discharge Permit. Rates ~~$2.38~~ per 1,000 gallons permitted (monthly) **2.50** ~~$91.17~~ per 100 pounds BOD permitted (monthly) **95.73** ~~$122.87~~ per 100 pounds TSS permitted (monthly) **129.02** Monthly charges will be based on actual flows and BOD and TSS loadings discharged.
Billing Charge	$4.20 per bill/$1.50 per duplicate bill

Return Check Fees	~~$37.00~~ charged to account for handling **40.00**
Septage Discharge Fee	$160.00 per 1000 gallons minimum of $100.00
Recreational Vehicle Dump Fee With assistance	~~$20.00~~ **25.00**
Coach/Charter Bus Dump Fee	~~$65.00~~ **75.00**
Private Sewage System (Septic System) Connection Permit	As per Department of Health and Human Services Subsurface Wastewater Program
Sewer Connection Permit Residential/Commercial Connection Permit Industrial Connection Permit	 $50.00 $50.00
Inflow And Infiltration Development Charge	$2.64 per gallon
Reserve Capacity Charge	$2,400.00 per EDU
Sewer Lateral Televised Inspection Fee	$140.00 per occurrence
Industrial Permit Application Fee	Less than 1,000 gallons: $ Actual Cost + 15% minimum of $400. Between 1,000 and 50,000 gallons: Actual Cost +15% minimum of $750 Between 50,000 to 150,000 gallons: Actual Cost +15% minimum of $1,500 More than 150,000 gallons Actual Cost +15% minimum of $4,000 Appeal: $150.00
Industrial User Inspection Fee	Actual Cost with a $150.00 minimum charge
Decision Appeal Fee	$150.00
Interest Charge	Same rate as set annually by Order of the City Council for past due taxes

1.0 MINIMUM CHARGE FEE

Fees

A. Residential Minimum Charge

The cost for treatment of residential wastewater shall be based on both a fixed minimum charge and on water consumption. Water consumption shall be per hundred cubic feet of water used, based on the water meter at each residential location as recorded by the Aqua Maine water company, and according to the schedule in the following table.

Typical residential unit is defined as that in which water use ranges from zero (0) to three hundred (300) gallons per day (on a maximum day basis) or zero (0) to two hundred fifty (250) gallons per day (on a maximum month basis).

Equivalent Residential Units (ERUs) are a method of defining the wastewater generated by a

commercial or multi-family user location as a function of the water use in specific processes or by specific users at that location. These ERUs are developed as a ratio of the commercial or multi-family residential unit to a single-family residence. The Equivalent Residential Unit (ERU) for a single family home is 1.0. Minimum Usage shall be 1,000 cubic feet per ERU per billing quarter.

The ERU for single homes converted into apartments shall be defined as 0.5 ERU per dwelling unit. The ERU for multi-family homes (i.e., duplex) shall be defined as 1.0 ERU per dwelling unit. The ERU for a building built as an apartment complex shall be 1.0 ERU per dwelling unit. The ERU for a mobile home shall be 1.0 per unit.

Cost Per Equivalent Residential Unit
Usage 1,000 cubic feet per ERU per billing quarter Rates First 1,000 cubic feet: $~~41.84~~ dollars **43.93** 1,001 cubic feet and above: $~~5.00~~ **5.25** per 100 cubic feet

Any residence that does not presently have a water meter shall install one that is approved by Maine Water Company (if the residence receives public water) or by the WPCF (if the residence has a private water source [i.e., a well]).

B. Commercial Minimum Charge
The cost for treatment of commercial wastewater shall be based on both a fixed minimum charge and on water consumption. Water consumption shall be per thousand cubic feet of water used, based on the water meter at each commercial location as recorded by the Aqua Maine water company.

Minimum Usage shall be 1,000 cubic feet per ERU per billing quarter. The ERUs applicable to commercial establishments in the City of Rockland are defined in the following table. The ERU applicable shall be the Minimum ERU (as shown) or the calculated ERU, whichever is greater.

Description of Unit	**Unit Measure**	**Equivalent Units**	**Minimum ERUs**
Residences (Single-Family)	(Each)	(1.0)	(1.0)
Apartments (Single home, converted)	Per Apartment	0.5	2.0
Apartments (Complex, built as)	Per Apartment	1.0	2.0
Mobile Homes and Parks	Per Dwelling Unit	1.0	2.0

Motels & Hotels Without kitchen units With kitchen units	 Per Unit Per Unit	 0.25 0.35	 2.0 2.0
Bed and Breakfasts and Rooming Houses w/o kitchens in the individual rooms	Per Unit Plus one full unit for kitchen	.25	2.0
Churches and Service Clubs Without kitchen With kitchen	 Each Each	 - -	 1.0 2.0
Office Use	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Medical Office	Per exam room	0.25	2.0
Dentist Office	Per chair	1.0	2.0
Veterinary Office or Facility	Per exam room	0.25	2.0
Hospital	Per bed	0.5	2.0
Nursing Home	Per bed	0.5	2.0
Day Care	Each *plus* For first 10 children Per child thereafter	1.0 0.2 0.1	2.0
Personal Care (Beauty Salon/Barber)	Per chair	0.5	2.0
Restaurant (including Fast Food)	For every table over 10	0.1	2.0
Drive In Restaurant	Per parking space over 25	0.25	2.0
Food and Drug Retail Store	One to three water fixtures Per three water fixtures thereafter	1.0 1.0	2.0
Supermarkets (over 5,000 sq feet)	Per water fixture and drain	1.0	10.0
Bank	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Movie Theaters	Per seat	0.05	2.0
Laundry	Per washing machine	1.0	2.0
Dry cleaner	Each	-	2.0
Car Wash	Per bay	1.0	2.0
Service Station	Each	-	2.0
Retail Sales & Service	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Bars and Cocktail Lounges (Without restaurant)	One to fifty seats Each additional 15 seats (or portion thereof)	1.0 1.0	2.0
Bowling Alley	Per lane	0.4	2.0

Schools	Per 50 full-time students and faculty Per 100 part-time students and faculty	1.0 1.0	2.0

In the event that a commercial establishment does not fall into one of these classifications ***or*** if categorization in one of these classifications would result in inequitable treatment cost, the WPCF has the discretion to determine the ERU that is most applicable.

Any commercial establishment that does not presently have a water meter shall install one that is approved by Maine Water Company (if the establishment receives public water) or by the WPCF (if the establishment has a private water source [i.e., a well]).

C. Industrial Minimum Charge and Monthly Charges

Minimum Charge

Charges for the treatment of industrial wastewater shall be based on operation and maintenance costs of the WPCF. Permitted monthly flow shall be used in conjunction with permitted Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) values (both in pounds per month) to minimum charges. "Flow" (in thousands of gallons) and "Permitted" BOD and TSS (in pounds) are as defined in the industrial user's Permit. The formula used to calculate the industrial user's Minimum Charge is as follows:

Industrial Minimum Charge = 30% * (Monthly Permitted Flow * Flow Unit Cost) +
(Monthly Average Permitted BOD * BOD Unit Cost) +
(Monthly Average Permitted TSS * TSS Unit Cost)

For permits containing only maximum daily allowances for any parameter, minimum monthly charge for that parameter shall be as follows:

Flow = fixed monthly cost allocated to flow times maximum daily flow allowance divided by PCF maximum daily design flow capacity
BOD = fixed monthly cost allocated to BOD times maximum daily BOD allowance divided by PCF maximum daily design BOD capacity
TSS = fixed monthly cost allocated to TSS times maximum daily TSS allowance divided by PCF maximum daily design TSS capacity

Where unit costs are as defined below

Flow unit cost: ~~$2.38~~ **2.50** per 1,000 gallons permitted (monthly)
BOD Unit Cost: ~~$91.17~~ **95.73** per 100 pounds BOD permitted (monthly)
TSS Unit Cost: ~~$122.87~~ **129.02** per 100 pounds TSS permitted (monthly)

Domestic wastewater generated by industrial users shall be calculated according to the number of workers at the facility. Dividing total man-hours by 8-hours results in the number of domestic users at the industrial facility. Domestic wastewater generated by the industrial facility is 30 gallons per day per domestic user. This is represented as follows:

$$\frac{\text{Total Man-hours}}{\text{8 hours}} * \frac{\text{30 gallons}}{\text{day} \cdot \text{user}} = \frac{\text{gallons}}{\text{day}}$$

The Minimum Charge for treatment of residential and commercial wastewater (see A and B of this section) shall be applied to gallons per day of domestic wastewater from industrial facilities, using a conversion rate of 1,000 gallons = 156 cubic feet.

Monthly Charges
All industrial users are required (by virtue of their Industrial Wastewater Discharge Permit) to install a non-settable totalizer (i.e., flowmeter) to monitor wastewater actually discharged to the Rockland WPCF. Each industrial user is required to report actual total daily and monthly flow, as measured by this device, to the Rockland WPCF on a monthly basis. Users are also required to report actual discharges of BOD and TSS to the Rockland WPCF. Treatment charges for actual flows and loadings discharged by an industrial user to the Rockland WPCF are calculated on a monthly basis as described in the following sections.

Industrial User Sulfur Fee
Industrial users (IU) shall pay a monthly sulfur fee in order to cover the cost of chemical treatment of PCF sludge. The fee shall be based on monthly total sulfur analysis carried out by the IU, and actual chemical expense for the month plus 15%. Each IU share of the cost shall be based on a mass balance ratio between individual IU sulfur loading and total sulfur loading for the month. Therefore, the individual IU monthly fee shall be calculated as follows:

Individual IU Sulfur Fee = Individual IU Sulfur Contribution (lbs) ÷ Total IU Sulfur Contribution (lbs) * Actual Treatment Chemical Expense ($)

Expense Recovery
Any discharger who discharges any waste that requires additional treatment or chemical additives, shall be liable to the City for all costs incurred by the City as a result of the discharge plus 15 percent. This includes any costs associated with additional treatment measures and chemicals that are deemed necessary to ensure continued compliance with the State and Federal discharge requirements.

Sampling and Laboratory Analysis Fee: Actual cost +15% minimum of $250.00.

Industrial Users with Tier One Discharge Limits
The cost per pound for removal of BOD and TSS from industrial wastewaters for users holding "Tier One" Permit limits (i.e., Daily Maximum and Monthly Average loading limits) for these parameters shall be competed according to the schedule shown below:

Parameter	**Unit Cost: Industrial**
Flow	~~$2.38~~ **2.50** per 1,000 gallons discharged
BOD	~~$91.17~~ **95.73** (per 100 pounds treated)

TSS	~~$122.87~~ **129.02**(per 100 pounds treated)

Industrial Users with Three-Tier Discharge Limits
The cost per pound for removal of BOD and TSS from Industrial wastewaters for users holding "three-tier" permit limits (i.e., three tiers of loading limits) for these parameters shall be competed according to the schedule shown below. The definitions of the three tiers shall be as defined in the most recent Permit issued to that user.

Parameter	Unit Cost: Industrial
Flow	~~$2.38~~ **2.50** per 1,000 gallons discharged
BOD	Tier 1: ~~$91.17~~ **95.73**(per 100 pounds treated) Tier 2: 5% in excess of Tier 1 limit[1] Tier 3: 5% in excess of Tier 2 limit[2]
TSS	Tier 1: ~~$122.87~~ **129.02**(per 100 pounds treated) Tier 2: 5% in excess of Tier 1 limit[1] Tier 3: 5% in excess of Tier 2 limit[2]

Note 1- The Tier 2 surcharge shall be applied to loadings that exceed Tier 1 loading limits. The additional surcharge shall apply to each 100 pounds (or fraction thereof) of loading that exceeds the Tier 1 limits as calculated by the difference between the actual discharged loading and the permitted Tier 1 loading.
Note 2- The Tier 3 surcharge shall be applied to loadings that exceed Tier 2 loading limits. The additional surcharge shall apply to each 100 pounds (or fraction thereof) of loading that exceeds the Tier 2 limits as calculated by the difference between the actual discharged loading and the permitted Tier 2 loading.

Residential, Commercial or Industrial discharge of groundwater and/or stormwater to the Sanitary Sewer System shall be charged based on the industrial rates.

2.0 BILLING CHARGE

Fee: Cost per bill issued: $4.20/ $1.50 per duplicate bill

3.0 OPERATION AND MAINTENANCE FEES

Fee: Current Operations and Maintenance Fees are included in the charge based on water consumption.

4.0 SEPTAGE DISCHARGE FEES

Fee: The fee for septage discharge shall be three times the Minimum Charge for treatment of domestic wastewater, as calculated on a per gallon basis and as defined in Section 1.0. For purposes of conversion, a volume of 100 cubic feet is equivalent to 748 gallons.

Septage Discharge Fee: $0.16 per gallon, $160.00 per 1,000 gallons, min $100.00.

Fees for discharge of holding tank wastewater from recreational vehicles shall be: $~~20.00~~**25.00**

Fees for discharge of holding tanks from travel/coach buses shall be $~~65.00~~ **75.00**

5.0 PRIVATE SEWAGE DISPOSAL SYSTEM CONNECTION PERMIT AND INSPECTION FEE

Fee: This applies to the connection of any new on-site subsurface wastewater disposal system (i.e., septic system).
Private Sewage System Connection Permit: As per Department of Health and Human Services Subsurface Wastewater Program.

6.0 SEWER CONNECTION PERMIT AND INSPECTION FEE FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL USERS

Fee: Residential or Commercial Connection Permit: $50.00
Industrial Connection Permit: $50.00

7.0 INFLOW AND INFILTRATION DEVELOPMENT CHARGE

Fee: The unit cost shall be equal to **$2.64** per gallon of estimated inflow or infiltration from the new development.

8.0 RESERVE CAPACITY CHARGE

Fees: The Reserve Capacity Charge is shall be a one-time charge, due at the time of connection ***or*** at the time capacity is reserved, whichever comes first. This fee is $2,400.00 per ERU as defined previously in Section 1.0.

The Monthly Reserve Capacity Maintenance Charge has been incorporated into the Minimum Charges described in Section 1.0.

9.0 INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION REVIEW FEE

Fee: Fees for review of new Permit Applications shall be based on the flow requested in the application. All flows below are on a Maximum Daily basis.

Users requesting less than 1,000 gallons:	Actual Cost + 15%	$400 minimum
Users requesting between 1,000 and 50,000 gallons:	Actual Cost +15%	$750 minimum
Users requesting between 50,000 to 150,000 gallons:	Actual Cost +15%	$1,500 minimum
Users requesting more than 150,000 gallons:	Actual Cost +15%	$4,000 minimum

Appeal of Renewed Permit: $ 150.00 or Actual Cost

10.0 NEW INDUSTRIAL USER FACILITY INSPECTION FEE

Fee: Facility Inspection Fee: Actual Cost or minimum of $150.00

11.0 DECISION APPEAL FEE

Fee: Decision Appeal Fee $150.00

12.0 FINES AND PENALTIES

Fines and Penalties: Fines and penalties shall be issued based on the following schedule and at the discretion of the WPCF's Pretreatment Coordinator.

Type of Non-Compliance*	Fine or Penalty
Category A: Enforcement Responses Based on U.S. EPA Guidance	
A. Illegal Discharge	
1. Discharge without Permit	
a. User not aware of need; no damage to WPCF	$150 to $500
b. User not aware of need; damage to WPCF.	$500 to $7,500 Plus Actual Cost
c. Failure to apply continues after notice by WPCF.	Initial fine plus $200 per day until application is received
2. Discharge with Expired Permit- Failure to apply for Permit renewal.	$250 fine plus $150 per day until application is received
B. Discharge Permit Violations	
1. Isolated exceedance, not SNC.	$150 to $350
2. Isolated exceedance, SNC	$350 to $550
3. Damage to WPCF or environment	$7,500 plus Actual Cost
4. Frequent, not SNC.	$450 to $750
5. Frequent, SNC.	$750 to $1,500
C. Sampling, Monitoring, and Reporting Violations	
1. Reporting Violations	
a. Report improperly signed, first offense =	$100
b. Report improperly signed, repeat offense	$150
c. Late report; isolated and minor	$50
d. Report more than 30 days late	$150
e. Late report; frequent offense	$250
f. Failure to report spill or changed discharge; no harm	$250

g. Failure to report spill or changed discharge; harm	$1,000 plus Actual Cost
h. Repeat failure to report spills	$250 to $500
i. Falsification	$1,000
2. Failure to Monitor Correctly	
a. First offense	$150 to $350
b. Recurring failure to monitor	$400 to $600
3. Improper Sampling, evidence of Intent	$1,000
4. Failure to Install Equipment	
a. Delay < 30 days	$100 per day
b. Delay > 30 days	$150 per day
c. Recurring; violation of Administrative Order	$1,000 to $1,500
5. Compliance Schedules	
a. Missed by < 30 days, will not affect final date	$100 per day
b. Missed by >30 days, will affect final date but user shows cause	$100 per day
c. Missed by >30 days, will affect final date, not justified	$100 per day plus $500 to $1,000
d. Recurring; violation of Administrative Order	$1,000 to $2,500
D. Other Permit Violations	
1. Diluted Wastestream	
a. Initial violation	$100
b. Recurring violation	$500
2. Failure to Mitigate Noncompliance	
a. Does not result in harm	$300 to $500
b. Results in harm	$5,000 plus Actual Cost
3. Failure to Properly Operate Facility	
a. Does not result in harm	$500 to $1,000
b. Results in harm	$7,500 plus Actual Cost
E. Violations Discovered During Inspection	
1. Denial of Entry	$750
2. Illegal Discharge	
a. No harm to WPCF or environment	$1,000 to $2,500 plus $50 per day until corrected
b. Causes harm; evidence of intent/ neglect.	$7,500 plus Actual Cost
c. Recurring; violation of Administrative Order	$1,000 to $2,500

3. Improper Sampling	
a. Unintentional wrong location	$100 per occurrence
b. Unintentional sample type	$100 per occurrence
c. Unintentional sample technique	$100 per occurrence
4. Inadequate Recordkeeping	
a. Incomplete or missing	$100 per violation
b. Recurring	$250 per violation
5. Failure to Report Additional Monitoring	
a. Found during inspection	$100 per violation
b. Recurring	$250 per violation

B. Facility-Specific Enforcement Responses	
A. Illegal Discharge	
1. Intentional Discharge without Permit	$2,500 to $5,000 plus $250 per day until corrected
2. Discharge with expired Permit	$250 to 500
B. Discharge Permit Violations	
1. WPCF was informed; no damage.	$250 to $750
2. WPCF was informed; damage.	$500 to $7,500 plus Actual Cost
3. WPCF was not informed.	$2,500 plus Actual Cost
C. Spill Incidents	
1. Single instance	$250 per violation
2. Repeated spills by same user	$500 per violation
Other	
Level J: Civil Action (legal action taken)	$1,000 to $5,000 plus Actual Cost
Level K: Criminal Action (legal action taken)	WPCF discretion plus Actual Cost

*- Types of Non-Compliance are as defined in the City's Enforcement Response Plan.

13.0 RECOVERY OF COSTS

Fee: Actual, as defined above.

Summary of Amendments to Sewer Fee Schedule

Charges and Fees at a Glance: Residential & Commercial; Rate: first 1000 cubic feet, change $41.84 to $43.95; 1001 cubic feet and above change $5.00 to $5.25 per 100 cubic feet.

Charges and Fees at a Glance: Industrial; Rates…change $2.38 to $2.50 per 1000 gallons permitted; change $91.17 to $95.73 per 100 pounds BOD; and change $122.87 to $129.02 per 100 pounds TSS.

Charges and Fees at a Glance: Return Check Fee: change $37.00 to $40.00

Charges and Fees at a Glance: Recreation Vehicle Dump Fee: change $20.00 to $25.00

Charges and Fees at a Glance: Coach/Charter Bus Dump Fee: change $65.00 to $75.00

Cost Per Equivalent Residential Unit; Rates: first 1000 cubic feet, change $41.84 to $43.93; 1001 cubic feet and above, change $5.00 t0 $5.25 per 100 cubic feet.

Industrial Minimum Charge and Monthly Charges: Flow unit costs, change $2.38 to $2.50 per 1000 gallons permitted (monthly); BOD unit cost, change $91.17 to $95.73 per 100 pounds BOD permitted (monthly); and TSS unit cost, change $122.87 to $129.02 per 100 pounds TSS permitted (monthly).

Industrial Users with Tier One Discharge Limits; Flow, change $2.38 to $2.50 per 1000 gallons discharged; BOD, change $91.17 to $95.73 per 100 pounds treated; TSS, change $122.87 to $129.02 per 100 pounds treated.

Industrial Users with Tier Two Discharge Limits; Flow, change $2.38 to $2.50 per 1000 gallons discharged; BOD, Tier 1, change $91.17 to $95.73 per 100 pounds treated, Tiers 2 & 3 unchanged; TSS, Tier 1, change $122.87 to $129.02 per 100 pounds treated, Tiers 2 & 3 unchanged.

Septage Discharge Fees: Fee for discharge of holding tank wastewater from recreational vehicles shall be: change $20.00 to $25.00.
Fees for discharge of holding tanks from travel/coach buses shall be: change $65.00 to $75.00.

The remainder of the fee schedule is unchanged.