



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID P. LITTELL  
COMMISSIONER

IN THE MATTER OF:

SPRINGFIELD TERMINAL RAILWAY CO.	)	
MAINE CENTRAL RAILROAD COMPANY	)	
PORTLAND TERMINAL COMPANY	)	ADMINISTRATIVE CONSENT
1700 IRON HORSE PARK	)	AGREEMENT
NORTH BILLERICA, MASSACHUSETTS	)	(38 M.R.S.A. § 347-A)
MIDDLESEX COUNTY	)	
OIL DISCHARGE PREVENTION AND	)	
POLLUTION CONTROL	)	

This Agreement, by and among Springfield Terminal Railway Company (“STR”), Maine Central Railroad Company (“MCRR”), Portland Terminal Company (“PTC”), the Maine Department of Environmental Protection (“Department”), and the Maine Office of the Attorney General (“AG”), is entered into pursuant to the laws concerning the Department’s *Organization and Powers*, 38 M.R.S.A. § 347-A(1).

THE PARTIES AGREE AS FOLLOWS:

1. STR is a Vermont corporation in good standing authorized to do business in Maine, with business headquarters in North Billerica, Massachusetts. David A. Fink is the President of STR. STR operates, and MCRR and PTC own, a freight railway at Rigby Yard, Waterville Yard and elsewhere in Southern and Central Maine.
2. MCRR is a corporation in good standing which is organized and exists under the laws of Maine, with business headquarters in North Billerica, Massachusetts. David A. Fink is the President of MCRR.
3. MCRR owns real property (hereinafter “Waterville Yard”) described in several deeds recorded at the Kennebec County Registry of Deeds and located at 55 College Avenue in the City of Waterville, Maine.
4. PTC is a corporation in good standing which is organized and exists under the laws of Maine, with business headquarters in North Billerica, Massachusetts. David A. Fink is the President of PTC.
5. PTC owns real property (hereinafter “Rigby Yard”) located at 20 Rigby Road in the City of South Portland, Maine. PTC’s ownership of Rigby Yard is documented in a deed recorded on Book 9362, Page 301 at the Cumberland County Registry of Deeds.

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-0477 FAX: (207) 760-3143

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6. Throughout the period of time addressed by this Agreement, MCRR, STR, and PTC were subject to the following Maine environmental standards:

- a. *Oil Discharge Prevention and Pollution Control law*, 38 M.R.S.A. § 543. This section prohibits the unlicensed discharge of oil to waters and lands of the State.
- b. *Oil Discharge Prevention and Pollution Control law*, 38 M.R.S.A. § 548. This section requires any person who causes or suffers a prohibited discharge of oil to immediately undertake to clean up that discharge to the Commissioner's satisfaction. This section also authorizes the Department to undertake investigation and clean-up actions and to seek recovery of costs incurred by the Maine Coastal and Inland Surface Oil Clean-up Fund ("Fund") in accordance with 38 M.R.S.A. § 551.
- c. *Oil Discharge Prevention and Pollution Control law*, 38 M.R.S.A. § 550. This section states that any person who causes or is responsible for a prohibited discharge of oil is not subject to fines or civil penalties if that person reports within 2 hours and promptly removes the discharge to the Commissioner's satisfaction and reimburses the Fund for any disbursements within 30 days of demand.
- d. *Oil Discharge Prevention and Pollution Control law*, 38 M.R.S.A. § 551. This section requires any person who permits or suffers a prohibited discharge or other polluting condition to take place to reimburse the State for all disbursements made from the Fund pursuant to investigation and clean up of the discharge.
- e. *Water Pollution Control law*, 38 M.R.S.A. § 413. This section prohibits the discharge of a pollutant to Waters of the State without a license.

7. Pan Am Railways, Inc. ("Pan Am") is a Delaware corporation authorized to conduct business in Maine, with business headquarters in North Billerica, Massachusetts. Pan Am is a holding company for the stock of MCRR, STR, and PTC, and has been a party identified in correspondence between the Department and MCRR, STR, and PTC. For the purposes of this Agreement, all documents sent by the Department to Pan Am, including Notices of Violation, apply to the appropriate subsidiary or subsidiaries, and all

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documents received by the Department from Pan Am were sent on behalf of the appropriate subsidiary or subsidiaries.

8. A wastewater outfall at Waterville Yard is subject to Wastewater Discharge License #W0006634-5O-D-R, which was issued to MCRR. This license was most recently renewed in 2006. The wastewater discharge license issued to MCRR does not authorize the prohibited discharge of oil to groundwater, surface water drainages, or onto lands adjacent to, on, or over such waters.
9. None of the entities described in this Agreement have, or have ever had, a license or pre-treatment agreement authorizing the discharge of oil to the City of South Portland storm water system or Calvary Pond.

**August 6, 2007 Prohibited Discharge of Oil to Calvary Pond**

10. On August 6, 2007, the Department received a report of a discharge of oil to Calvary Pond, located in the Calvary Cemetery in the City of South Portland, Maine. Department staff responded and observed oil on Calvary Pond, an adjacent stream, a portion of the City of South Portland storm water drainage system, and a storm drain catch basin at Rigby Yard.
11. Department and City of South Portland staff investigated storm drain catch basins located upstream of Calvary Pond and discovered oil in catch basins located downstream of Rigby Yard, including a storm drain catch basin located at Rigby Yard. The storm drain catch basin observed at Rigby Yard is identified on a June 9, 2008 map prepared for STR by a contractor (see Appendix A) as Catch Basin CB-22. Catch Basin CB-22 receives storm water from the northeastern portion of Rigby Yard, some of which is routed through an oil-water separator located immediately adjacent to CB-22.
12. On and around August 6, 2007, Department staff inspected oil-handling facilities and storm water catch basins in the vicinity of Calvary Pond and Rigby Yard. Rigby Yard was the only location where a discharge of oil to the affected portion of the municipal storm water system was identified.
13. On August 7, 2007, U.S. Coast Guard staff sampled oil from Calvary Pond and the oil-water separator located at Rigby Yard. These samples were subsequently analyzed at the Coast Guard Marine Safety Laboratory using gas chromatography-mass spectrometry. The U.S. Coast Guard's laboratory results suggest that the oil samples from Calvary Pond

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and the oil-water separator located at Rigby Yard are derived from a common source of petroleum. However, the laboratory data also indicate that there are some differences between the samples from the oil-water separator, pond and stream.

14. On August 7, 2007, Department staff collected samples of oil from Calvary Pond, a stream located between a storm water outfall pipe and Calvary Pond, and the oil-water separator located at Rigby Yard. These samples were subsequently analyzed at the State of Maine Health and Environmental Testing Laboratory using gas chromatography-mass spectrometry. The Department's laboratory results strongly suggest that the oil samples from the stream located between the storm water outfall and Calvary Pond and the oil-water separator located at Rigby Yard are derived from a common source of petroleum. The laboratory data also indicate that there are differences between the samples from the oil-water separator, pond and stream.
15. Based on the investigation, observations and analysis described in Paragraphs 11 – 14, above, Department staff determined that Rigby Yard was a contributing source of the prohibited discharge of oil to Calvary Pond described in Paragraph 10.
16. The prohibited discharge of oil from Rigby Yard to the South Portland storm water drainage system, a stream and Calvary Pond described above resulted in oiled vegetation, shoreline, and wildlife, including turtles and migratory waterfowl.
17. A review of the Department's records demonstrates that STR and PTC failed to clean up the prohibited discharge of oil described in Paragraphs 10 – 14 of this Agreement to the Commissioner's satisfaction.

**September 12, 2007 Prohibited Discharge of Oil to Calvary Pond**

18. On September 12, 2007, the Department received a report of a discharge of oil to Calvary Pond, located in the Calvary Cemetery in the City of South Portland, Maine. The discharge of oil to Calvary Pond on September 12, 2007 is a distinct event from the discharge of oil to Calvary Pond observed on August 6, 2007, the August discharge having been the subject of removal actions under the Department's supervision prior to September 12, 2007.
19. Department and City of South Portland staff investigated storm drain catch basins located upstream of Calvary Pond and discovered oil in catch basins located downstream of, and at, Rigby Yard. The oil-impacted storm drain catch basin observed at Rigby Yard is

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identified on a June 9, 2008 map prepared for STR by a contractor (see Appendix A) as Catch Basin CB-22. Catch Basin CB-22 receives storm water from the northeastern portion of Rigby Yard, some of which is routed through an oil-water separator located immediately adjacent to CB-22.

20. On September 12, 2007, Department staff sampled oil from Calvary Pond, a stream located between Calvary Pond and a storm water outfall pipe where storm water from Rigby Yard and other adjacent properties outlets, and the oil-water separator located at Rigby Yard. These samples were subsequently analyzed at the State of Maine Health and Environmental Testing Laboratory using gas chromatography-mass spectrometry. The Department's laboratory results suggest that the oil sample from the South Portland storm water drainage system and the oil sample from the stream located between the storm water outfall and Calvary Pond are derived from a common source of petroleum. However, the laboratory data also indicate that there are differences between the samples from the oil-water separator and samples from the pond and stream.
21. Department staff inspected Rigby Yard and adjacent oil-handling facilities. Rigby Yard was the only location where oil discharges to the storm water system were observed.
22. On September 13, 2007, a dye-tracer test was performed to determine if wastewater from a licensed aboveground oil storage and treatment facility located adjacent to Rigby Yard discharged to the South Portland sanitary sewage treatment facility or the storm water drainage system. The results of this investigation confirmed that wastewater from this facility discharges to the South Portland sanitary sewage treatment facility and does not discharge to the municipal storm water drainage system.
23. On October 2, 2007, a Department contractor conducted an inspection of the storm water drainage system upstream of Calvary Pond via a remotely operated video camera. This inspection was initiated to search for oil that might be stranded in the sections of the storm drain system that discharge to Calvary Pond. The results of this inspection demonstrate that there was no stranded or pooled oil in the surveyed sections of the municipal storm water drainage system. However, the survey documented areas of the municipal storm water system that had oil stains on the walls of the pipes and documented a section of piping at Rigby Yard with emulsified oil floating on the surface of the water in the pipe. The section of piping with emulsified oil documented at Rigby Yard is located downstream of the oil water separator located at Rigby Yard.

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24. Based on the observations described in Paragraphs 19 – 23, above, Department staff determined that Rigby Yard was a contributing source of the prohibited discharge of oil to Calvary Pond described in Paragraph 18.
25. The prohibited discharge of oil from Rigby Yard to the South Portland storm water system and Calvary Pond described in Paragraph 18 resulted in oiled vegetation, shoreline, and wildlife.
26. A review of the Department’s records demonstrates that STR and PTC failed to immediately undertake to clean up the prohibited discharge of oil described in Paragraphs 18 – 23 of this Agreement to the Commissioner’s satisfaction.

**October 12, 2007 Prohibited Discharge of Oil to Calvary Pond**

28. On October 12, 2007, the Department received a report of a prohibited discharge of oil to Calvary Pond. The discharge of oil to Calvary Pond on October 12, 2007, is a distinct event from the discharges of oil to Calvary Pond observed on August 6, 2007 and September 12, 2007, the August and September discharges having been the subject of removal actions under the Department’s supervision prior to October 12, 2007.
29. Subsequent to the October 12, 2007 discharge of oil to Calvary Pond, Department staff investigated storm drain catch basins located upstream of Calvary Pond and discovered oil in catch basins located adjacent to and downstream of Rigby Yard, as well as in a storm drain catch basin located at Rigby Yard. The oil-impacted storm drain catch basin observed at Rigby Yard is identified on a June 9, 2008 map prepared for STR by a contractor (see Appendix A) as Catch Basin CB-22. Catch Basin CB-22 receives storm water from the northeastern portion of Rigby Yard, some of which is routed through an oil-water separator located immediately adjacent to CB-22.
30. On October 13, 2007, Department staff inspected Catch Basin CB-22 at Rigby Yard and observed that an oil sheen had recently bypassed the oil-water separator located immediately upstream of CB-22 and had discharged to the portion of the South Portland storm water drainage system that outfalls to a stream tributary to Calvary Pond.
31. Based on the observations described in Paragraphs 29 – 30, above, Department staff determined that Rigby Yard was a contributing source of the prohibited discharge of oil to Calvary Pond described in Paragraph 28.

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32. A review of the Department's records demonstrates that STR and PTC failed to clean up the prohibited discharge of oil described in Paragraphs 28 – 30 of this Agreement to the Commissioner's satisfaction.

**Prohibited Discharges of Oil to Rigby Yard**

33. On August 10, 2007, Department staff inspected Rigby Yard and discovered evidence of multiple prohibited discharges of oil at the subject property, including discharges to soil, storm drains, and impounded surface water located in the railroad turntable structure. Discharges of oil at Rigby Yard were numerous and extensive, and concentrated in the following areas:
- a. Approximately 5,700 square feet of heavily oil-stained soil and areas of free phase oil were observed on tracks and adjacent areas located north and west of the office building, including areas where locomotives are switched;
  - b. In excess of 40,000 square feet of oil-stained soil was observed on and around former fueling areas, the turntable, and tracks located east of the office building; and
  - c. Numerous discharges of oil were observed in and around engineered catchment pans and on and in storm drains at Rigby Yard. These structures are routed to the on-site oil water separator, which discharges to the South Portland storm water drainage system and subsequently outfalls to Calvary Pond.
35. On October 26, 2008, Department staff were notified by a third party of a discharge of oil at Rigby Yard. On Monday October 27, 2008, Department staff inspected Rigby Yard and discovered visual and olfactory evidence of a prohibited discharge of oil to the turntable pit located adjacent to the Engine House. The oil discharge described above impacted impounded surface water in the turntable pit and a storm drain system. STR staff stated that during heavy rain events, it is the practice of STR staff to limit or prevent the flow of the storm water drainage system at the Site through the oil-water separator, and thus divert the flow of storm water elsewhere on the Site. STR staff stated that the oil and oily-water discovered in the turntable pit on October 27, 2008, was likely the result of action taken by STR staff to limit or prevent the flow of the storm water drainage

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system at the Site through the oil-water separator during the heavy rain event of October 26, 2008.

36. On May 6 and May 7, 2008, STR and Department staff observed an oil sheen in catch basins included in the portion of the Rigby Yard storm water system identified on a June 9, 2008 map prepared for STR by a contractor (see Appendix A) as flowing from Catch Basin CB-189 to Catch Basin CB-105. On May 6, July 23 and July 30, 2008, an oil sheen was observed to be actively discharging from this portion of the Rigby Yard storm water drainage system to a portion of the South Portland storm drainage system that outfalls to Calvary Pond.
37. During subsequent investigative activities on July 23, 2008, STR staff and contractors removed accumulated oil from the water surface in Rigby Yard Catch Basin CB-115. CB-115 is located immediately upstream of CB-105 and downstream of a portion of the Rigby Yard storm drain system draining from CB-189 to CB-105, described above (see Appendix A). As of approximately 12:14 PM on July, 23, 2008, no residual oil remained in CB-115. On July 30, 2008, STR and Department staff returned to Rigby Yard and observed that a thick oil emulsion had accumulated upstream of an absorbent boom placed in catch basin CB-115 during the time period between July 23 and July 30, 2008. This observation supports a finding that oil discharges to the storm drain system at Rigby Yard occur upstream of CB-115 and impacted a portion of the South Portland storm water system that outfalls to Calvary Pond.
38. On July 30, 2008, Department staff sampled oil and water from CB-115 and sent samples for laboratory analysis. The results of the laboratory analysis document that water on the surface of CB-115 contained 3,000,000 micrograms per liter (“ug/L”) diesel-range organic compounds (“DRO”). This observation supports a finding that oil and oil-contaminated water discharge from this portion of the Rigby Yard storm drain system and impact a portion of the South Portland storm water system that outfalls to Calvary Pond.
39. Beginning July 31, 2008, STR and its contractors undertook an investigation of the section of the Rigby Yard storm drain system located between CB-121 to CB-116. On December 8, 2008, based upon the results of this investigation, STR and PTC undertook to replace the storm drain pipe located between CB-118 and CB-121 in order to limit the inflow of oil and oil-contaminated water to the storm drain system. During this mitigation effort, STR’s contractors encountered oil-contaminated soil and groundwater in the subsurface. This soil was removed and properly disposed of off site.

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40. Oil discharges to soil and storm drains at Rigby Yard and oil-contaminated soil and water at Rigby Yard pose a threat to coastal waters, groundwater, Long Creek, Calvary Pond, Barberry Creek, and the Fore River.
41. A review of the Department's records demonstrates that STR and PTC failed to immediately undertake to clean up the prohibited discharge of oil described in Paragraphs 33 – 40 of this Agreement to the Commissioner's satisfaction.

**Prohibited Discharges of Oil to Waterville Yard (Spill # A-465-2007)**

42. On August 1 and August 10, 2007, Department staff inspected Waterville Yard and discovered evidence of multiple prohibited discharges of oil, including oil discharges to soil and storm drains. Oil discharges to soil and storm drains at Waterville Yard and oil-contaminated soil and water at Waterville Yard pose a threat to groundwater and the Kennebec River.
43. After determining that the oil discharges described in Paragraph 42, above, had not been removed, on August 20, 2007, Department staff issued a written request that STR submit for the Department's review and approval a plan for removing oil-contaminated soil from Waterville Yard by no later than September 15, 2007. The requested clean up action was subsequently completed by STR and MCRR.
44. A review of the Department's records demonstrates that STR and MCRR failed to report the discovery of the prohibited discharges of oil described in Paragraph 42 and failed to immediately undertake to remove those discharges prior to the Department's inspection of August 1, 2007. STR and MCRR have since initiated clean-up actions at Waterville Yard.

**Prohibited Discharges of Oil to Railroad Tracks adjacent to 46 River Road, Anson, Maine (Spill # A-64-2006)**

45. On January 23, 2006, a resident of 46 River Road, Anson, Maine, reported to the Department the discovery of prohibited discharges of oil to railroad tracks and the 46 River Road property. STR and MCRR operate a freight railroad on the railroad tracks at this location. Photographs of the site demonstrate that prior discharges of oil had occurred at this site.

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46. A review of the Department's records demonstrates that STR and MCRR failed to immediately undertake to clean up these discharges to the Commissioner's satisfaction, and failed to report to the Department the discovery of prohibited oil discharges at this site.

**Prohibited Discharges of Oil to U.S Route 2 in Veazie, Orono, and Old Town, Maine (Spill # B-611-2007)**

47. On November 11, 2007, the Department received an anonymous report of a prohibited discharge of oil along the railroad tracks adjacent to U.S. Route 2 in the Town of Orono, Maine. Investigation by Department staff on November 12, 2007, documented a discharge of oil extending along approximately eight (8) miles of railroad track from the vicinity of School Street in the Town of Veazie north to a rail yard operated by Pan Am and MCRR in Old Town, Maine.
48. On November 12, 2007, upon knowledge of the release, STR staff reported this discharge of oil to the Department. STR staff subsequently cleaned up the discharge to the Commissioner's satisfaction.

**Reimbursement of the Department's Clean up Costs**

49. On December 3, 2007, January 8, 2008, and February 11, 2008 the Department issued STR requests seeking reimbursement of investigation and clean up costs incurred during the Department's response to the three (3) prohibited discharges of oil described in Paragraphs 10 – 32, above.
50. On March 12, 2008, the Department issued a Notice of Violation to STR (via Pan Am) for failing to reimburse the Fund.
51. As of September 18, 2009, the Fund has incurred expenses in the amount of two hundred eighty four thousand three hundred twenty four dollars and eighty cents (\$284,324.80).
52. As of September 18, 2009, STR and PTC have not reimbursed the Fund.

**Violations of Maine Statute**

53. By discharging oil as described in Paragraphs 10 – 48 of this Agreement, MCRR, STR and PTC violated 38 M.R.S.A. § 543.

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54. By failing to immediately undertake to clean up prohibited discharges of oil described in Paragraphs 10 – 48 to the Commissioner’s satisfaction, MCRR, STR and PTC violated 38 M.R.S.A. § 548.
55. By discharging oil to the City of South Portland storm water system, and subsequently Calvary Pond, as described in Paragraphs 10 – 32 of this Agreement, without a waste discharge license or pretreatment agreement, STR and PTC violated 38 M.R.S.A. § 413(1).
56. By failing to reimburse the Fund, including interest computed at 15% a year from the date of expenditure, as described in Paragraphs 49 – 52 of this Agreement, STR and PTC are in violation of 38 M.R.S.A. § 551(6).
57. On August 15, 2007, September 11, 2007, October 5, 2007, October 18, 2007, March 12, 2008, and May 16, 2008, the Department issued Notices of Violation to STR (via Pan Am), MCRR and PTC for the violations described in this Agreement. STR, MCRR and PTC agree that they have been notified of the violations described in this Agreement in conformance with 38 M.R.S.A. § 347-A(1)(B).
58. Pursuant to 38 M.R.S.A. §§ 341-D(6)(C) and 347-A(1)(A)(1), administrative consent agreements must be approved by the Board of Environmental Protection (“Board”), which is part of the Department.
59. This Agreement shall become effective only if it is approved by the Board and Office of the Attorney General.
60. To resolve the violations identified in Paragraphs 53 – 56 of this Consent Agreement, MCRR, STR and PTC agree to:
  - A. Complete the corrective actions specified in the Clean-up Order by Consent entered into by STR, PTC and the Department on December 15, 2009 (attached as Appendix B) in accordance with the schedule specified in the Clean-up Order by Consent.
  - B. STR, MCRR and PTC will immediately identify all outdoor, uncovered areas in Maine where STR, MCRR or PTC anticipates that one or more locomotives under the custody or control of STR, MCRR or PTC are regularly parked, inactive or

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idle for a period exceeding two (2) consecutive hours or where locomotives are serviced or fueled. At these areas of potential oil discharge, STR, MCRR, and PTC must provide and maintain oil-absorbent "track mats" that will provide for containment and collection of spilled oil in order to minimize the potential for any oil discharges from locomotives reaching ground water, surface water, storm water or any unlicensed discharge point.

- C. Within thirty (30) days of signature to this agreement, MCRR, STR and PTC agree to submit for the Department's review and comment a written standard operating procedure describing a plan for inspection, maintenance, replacement, and disposal of oil-absorbent track mats used to mitigate oil discharges at the locations described in Paragraph 60(B), above, where locomotive idling or parking is anticipated to exceed two (2) consecutive hours. This procedure must include the following requirements:
- (1) STR and PTC will maintain a written record of monthly track mat inspections and any track mat maintenance and replacement. These records must be maintained at Rigby Yard for a minimum of three (3) years and made readily available for the Department's inspection.
  - (2) STR and PTC will designate specific locomotive idling or parking areas at Rigby Yard, overlay these areas with by track mats, and require that all locomotives at Rigby Yard intended to be idle or inactive for a period exceeding two (2) consecutive hours be parked over track mats.
  - (3) After an initial period of six (6) months of inspecting and maintaining track mats in accordance with the standard operating procedure described above, STR and PTC may submit for the Department's review and approval a written request to modify the standard operating procedure. The Department may approve, deny, or approve the request with conditions.
- D. In the future, clean up any oil spills immediately pursuant to the requirements of 38 M.R.S.A. § 548 and immediately report all oil spills to the Department of Environmental Protection within two (2) hours of discovery. This may be done by either:

- (1) Calling 1-800-482-0777 (24 hours); or

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(2) Entering into a Memorandum of Agreement (“MOA”) between the Department, STR, MCRR and PTC for the reporting of certain oil spills using an alternate procedure.

In either reporting scenario provided in Paragraph 60(D)(1) or (2), MCRR, STR and PTC must take action to control and clean up a spill before Department staff is notified or arrives on site, and properly dispose of oil and associated waste. The Department will make the decision on how much clean up is needed.

E. Continue to monitor by inspection the level of oil accumulated in the oil water separator located at Rigby Yard and remove, characterize and dispose of waste oil as necessary. Records of this activity must be maintained at Rigby Yard for a minimum of three (3) years and made readily available for the Department’s inspection, as required in STR and PTC’s Storm Water Pollution Prevention Plan (“SWPPP”) for Rigby Yard.

F. Pay to the Treasurer, State of Maine c/o the Maine Coastal and Inland Surface Oil Clean-up Fund the sum of one hundred sixty five thousand dollars (\$175,000.00) as a civil monetary penalty and reimburse the Department’s investigation and clean up costs, including interest, in the amount of three hundred thousand dollars (\$300,000.00). The total amount due of \$475,000.00 will be paid pursuant to the following schedule:

1. On or before January 20, 2010, pay the amount of \$67,500.00;
2. On or before June 20, 2010, pay the amount of \$67,500.00;
3. On or before January 20, 2011, pay the amount of \$67,500.00;
4. On or before June 20, 2011, pay the amount of \$67,500.00;
5. On or before January 20, 2012, pay the amount of \$67,500.00;
6. On or before June 20, 2012, pay the amount of \$67,500.00; and
4. On or before January 20, 2013, pay the amount of \$70,000.00.

SPRINGFIELD TERMINAL RAILWAY CO.	14	
MAINE CENTRAL RAILROAD COMPANY	)	
PORTLAND TERMINAL COMPANY	)	ADMINISTRATIVE CONSENT
1700 IRON HORSE PARK	)	AGREEMENT
NORTH BILLERICA, MASSACHUSETTS	)	(38 M.R.S.A. § 347-A)
MIDDLESEX COUNTY	)	
OIL DISCHARGE PREVENTION AND	)	
POLLUTION CONTROL	)	

Pay to the *Treasurer, State of Maine*, upon demand by the Department, the amount of two hundred dollars (\$200.00) per day for each payment not made in accordance with the time specified in this Agreement.

If any payment is more than ten (10) days late, the full outstanding balance of the unpaid penalty is immediately due and payable upon demand by the Department.

61. The Department and the Maine Office of the Attorney General grant a release of their cause of action against MCRR, STR and PTC for the prohibited and unlicensed discharges of oil, failing to promptly clean-up the discharges of oil, and for failing to reimburse the Fund as described in Paragraphs 53 – 56 of this Agreement on the express condition that all actions listed in Paragraph 60 above are completed in accordance with the express terms and conditions of this Agreement, except that no release is granted for injury to, destruction of, loss of, or loss of use of natural resources, or for any contamination of air, surface waters, ground waters, sediment or soils as a result of the operation of the subject facility or related activities. Nothing in this Agreement shall prevent the Department from requiring additional corrective action if the Department reasonably determines that such action is necessary to protect public health, safety or the environment. Nothing in this Agreement shall prevent the Department from seeking recovery of its costs pursuant to Maine law. The release shall not become effective until all requirements of this Agreement are satisfied.
62. Non-compliance with this Agreement voids the release set forth in Paragraph 61 of this Agreement and may lead to an enforcement action pursuant to 38 M.R.S.A. §§ 347-A(1)(A), 347-A(5), or 348, as well as pursuit of other remedies.
63. Actions taken pursuant to this Agreement shall be completed in accordance with the requirements of all applicable local, state, and federal laws, including but not limited to, permitting or licensing requirements.
64. By entering into this Agreement, none of the parties waives its right to assert that persons other than the Respondents identified are responsible for any liability or environmental problems that may be associated with the Site or offsite impacts to ground water or surface water, to seek indemnity or contribution from such persons, to assert any claim, or to impose any other defense against such persons which may be available under the law.

SPRINGFIELD TERMINAL RAILWAY CO. 15  
MAINE CENTRAL RAILROAD COMPANY )  
PORTLAND TERMINAL COMPANY )  
1700 IRON HORSE PARK )  
NORTH BILLERICA, MASSACHUSETTS )  
MIDDLESEX COUNTY )  
OIL DISCHARGE PREVENTION AND )  
POLLUTION CONTROL )

ADMINISTRATIVE CONSENT  
AGREEMENT  
(38 M.R.S.A. § 347-A)

65. The provisions of this Agreement shall apply to, and be binding on, the parties and their officers, agents, servants, employees, successors, and assigns, and upon those persons in active concert or participation with them who receive actual notice of this Agreement.

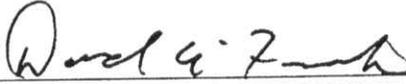
IN WITNESS WHEREOF the parties hereto have executed this Agreement of fifteen (15) pages.

SPRINGFIELD TERMINAL RAILWAY COMPANY

BY:   
David A. Fink, PRESIDENT

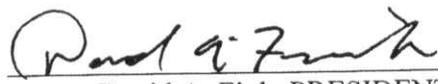
DATE 12/22/09

MAINE CENTRAL RAILROAD COMPANY

BY:   
David A. Fink, PRESIDENT

DATE 12/22/09

PORTLAND TERMINAL COMPANY

BY:   
David A. Fink, PRESIDENT

DATE 12/22/09

MAINE BOARD OF ENVIRONMENTAL PROTECTION

BY: \_\_\_\_\_  
Susan M. Lessard, CHAIR

DATE \_\_\_\_\_

MAINE OFFICE OF THE ATTORNEY GENERAL

BY: \_\_\_\_\_  
Nancy Macirowski, Assistant Attorney General

DATE \_\_\_\_\_