

**IN THE MATTER OF**

**PORTLAND-BANGOR WASTE OIL            )    **NATURAL RESOURCES**  
CASCO, MAINE                            )    **DAMAGES COMPENSATION**  
  )    **AGREEMENT****

This Natural Resources Damage Compensation (“NRDC”) Agreement is entered into by the Town of Casco and the following agencies of the State of Maine (“State”): the Department of Environmental Protection; the Department of Agriculture, Conservation & Forestry & Conservation; the Department of Inland Fisheries & Wildlife; the Department of Marine Resources; and the Department of the Attorney General.

WHEREAS, Dickie Dare Incorporated d/b/a Portland-Bangor Waste Oil Company (PBWO), operated a waste oil collection and recycling facility on the Tenney Hill Road in Casco, Maine; and

WHEREAS, as a result of the PBWO operations, groundwater at the property and certain surrounding properties became contaminated; and

WHEREAS, the Waste Motor Oil Disposal Site Remediation Program (“Program”) as established under 10 M.R.S.A. §§ 1020-A provides for the payment of damages for injury to natural resources resulting from the operation of waste motor oil disposal sites, including the PBWO site in Ellsworth; and

WHEREAS, the Program provides for the transfer of \$500,000 from the Waste Motor Oil Revenue Fund to the Department of Environmental Protection for damages to groundwater at the PBWO Casco site; and

WHEREAS, Governor Paul R. LePage has designated the Commissioner of Environmental Protection, the Commissioner of Marine Resources, the Commissioner of Agriculture, Conservation & Forestry and the Commissioner of Inland Fisheries & Wildlife as trustees on all matters regarding preservation and enhancement of the natural resources of the State of Maine; and

WHEREAS, the trustees have developed a Natural Resources Damage Compensation Plan (“Plan”) in consultation with interested parties and the general public; and

WHEREAS, the damaged natural resources are in the Town of Casco and Town officials are well positioned to identify appropriate uses for the funding awarded in compensation for the damages;

NOW, THEREFORE, the Town of Casco and the State Natural Resource Trustees agree as follows:

## **AGREEMENT**

**I. DEP obligations:** The Department of Environmental Protection (“DEP”) will grant the Town of Casco (Town) \$500,000 in increments of \$100,000 for the purpose of carrying out water quality protection and improvement projects in accordance with the attached *Natural Resources Damage Compensation Plan for the Portland-Bangor Waste Oil Site in Casco, Maine* (“Plan”). If requested, the DEP will coordinate with the Drinking Water Program in the Department of Health & Human Services to provide technical assistance to the Town regarding cost-effective approaches to protection of water resources. The DEP will review annual reports from the Town to determine if projects funded by the Town meet the purpose of the Plan. The DEP may terminate the grant program, with due notice to the Town, if it determines that the Town is not administering the program in accordance with the Plan and its purpose or for lack of sufficient funds.

**II. Town of Casco obligations:** The Town of Casco will establish a fund to hold disbursements from the DEP and shall use the fund to support projects that protect or improve water quality. Priority shall be given to local projects that prevent contamination of drinking water resources. The Town will disburse the money through sub-grants and will establish a sub-grant process to solicit, evaluate and approve proposals in a fair and transparent manner. The Town also will establish a compliance review process to ensure that sub-granted funds are used as proposed by the grantee. Acceptable projects may include, but are not limited to, upgrading home heating oil tanks or other petroleum storage facilities, upgrading subsurface wastewater disposal systems, technical assistance or equipment upgrades to hazardous waste generators and conservation of land to protect significant water resources. By January 15<sup>th</sup> each year, the Town will provide the DEP with a letter report for the previous calendar year that includes: a brief overview of program activities; a summary of disbursements from the fund by project; the status of each project; and an accounting of program administrative costs. A maximum of 10% of the grant allotments from DEP may be used by the Town to pay its costs to administer the sub-grant program.

### **III. Contact information:**

A. Communications to DEP under this Agreement shall be directed to:

John James  
DEP-BRWM  
17 SHS  
Augusta ME 04333  
(207) 287-7866 or [john.james@maine.gov](mailto:john.james@maine.gov),

B. Communications to the Town of Casco under this Agreement shall be directed to:

David Morton, Town Manager  
635 Meadow Road  
Casco ME 04015

**III. Modification and waiver:** No modification or waiver of this Agreement as pertains to

rights and responsibilities of any party is valid except by written amendment duly executed by the effected parties and the State Trustees.

**IV. Interpretation:** This Agreement is governed by and interpreted under the laws of the State of Maine.

**V. Counterpart signatures:** This NRDC Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

**VI. Liability.** By accepting funds pursuant to this agreement, the Town of Casco does not incur liability for natural resource damages arising from the actions of the Portland-Bangor Waste Oil Company.

IN WITNESS WHEREOF, the parties hereto have executed this NRDC Agreement.

**MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AS LEAD TRUSTEE FOR THE STATE OF MAINE NATURAL RESOURCE TRUSTEES**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Patricia W. Aho, Commissioner  
Department of Environmental Protection

**OTHER TRUSTEES:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Walter Whitcomb, Commissioner  
Department of Agriculture, Conservation & Forestry

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chandler E. Woodcock, Commissioner  
Department of Inland Fisheries & Wildlife

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Pat Keliher, Commissioner  
Maine Department of Marine Resources

**TOWN OF CASCO**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
David Morton, Town Manager  
Town of Casco

**STATE OF MAINE**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Peter LaFond,  
Assistant Attorney General, State of Maine