



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

MUNICIPAL INTERVENOR GRANT AGREEMENT

BETWEEN

THE STATE OF MAINE AND THE TOWN OF NORRIDGEWOCK

This AGREEMENT is made by and between the STATE OF MAINE, acting by and through its Department of Environmental Protection, (hereinafter "Department"), with a mailing address of 17 State House Station, Augusta, Maine, 04333 and the Town of Norridgewock, (hereinafter "Norridgewock"), with a mailing address of P.O. Box 7, Norridgewock, Maine, 04957, each a "Party" and collectively, the "Parties".

WHEREAS, *Public and Local Participation*, 38 M.R.S. § 1310-S(4) directs the Department to make an assistance grant not to exceed \$50,000.00 available to a municipal intervenor for substantive participation in the Department's application review process for a new solid waste disposal facility or an expansion to an existing solid waste disposal facility;

WHEREAS, 38 M.R.S. Section 1310-S(3) confers automatic municipal intervenor status to a municipality in which a new solid waste disposal facility or an expansion to an existing solid waste disposal facility is proposed to be located, provided the municipality requests intervenor status within 60 days of notification by the applicant under 38 M.R.S. Section 1310-S(1);

WHEREAS, Waste Management Disposal Services of Maine provided preliminary notice by certified mail in a July 2, 2019 letter to the Department and Norridgewock pursuant to the provisions of Maine Solid Waste Management Rules, *General Provisions*, 06-096 C.M.R. ch. 400, § 7(B)(2)(a) that it intends to submit an application for an expansion to their solid waste disposal facility located at 357 Mercer Road in Norridgewock; and

WHEREAS, Norridgewock submitted a timely request to the Department dated August 21, 2019 requesting municipal intervenor status in the application proceedings before the Department.

NOW THEREFORE, with the above understanding, the Parties agree as follows:

- I. The Department shall award grant funds to Norridgewock for sums as requested in writing by the designated Norridgewock official or other authorized agent not to exceed a total of \$50,000.00. The grant funds must be supported by invoices as described in Paragraph II, below. All grant funds shall only be used by Norridgewock for the following purposes:
  - A. Obtaining qualified professional services to evaluate the Waste Management Disposal Services of Maine Landfill Expansion Application, Phase 14, in accordance with Maine Solid Waste Management Rules;

Municipal Intervenor Grant Agreement between the State of Maine and the Town of Norridgewock

- B. Paying qualified professionals to examine any of those aspects of the project which must be considered by the Department in determining whether the proposed project may be licensed or not;
  - C. Paying for qualified professionals and/or expert witnesses to present testimony before the Department concerning relevant aspects of the application and to represent Norridgewock before the Department;
  - D. Paying the direct costs for Norridgewock and the qualified professionals and/or expert witnesses hired by Norridgewock to meet with Department staff and attend Department sponsored public hearings and meetings regarding the Waste Management Disposal Services of Maine Landfill Expansion Application, Phase 14; or
  - E. Other direct costs which support Norridgewock's substantive participation in the Department's application review process.
- II. Norridgewock must submit invoices for grant payment or grant reimbursement, as provided below. Each invoice must:
- A. Be dated, and be on municipal letterhead;
  - B. Identify the Department application proceeding with the application number to be provided to Norridgewock by the Department;
  - C. State that it is an invoice for an intervenor grant payment or reimbursement;
  - D. Itemize the specific expenses, work products and services eligible for grant reimbursement (technical consultant, attorney, etc.);
  - E. State the total amount of the invoice, and include a list of the bills covered by the invoice; and
  - F. Include a copy of each bill; each bill must include an itemized description of the work performed by the respective professional.
- III. Grant payments may be withheld by the Department if it finds evidence in any of the grant requests made by Norridgewock that portions of the grant sums were not or will not be used to support Norridgewock in its direct and substantive participation before the Department relating to the Waste Management Disposal Services of Maine Landfill Expansion Application, Phase 14. Grant funds shall be withheld if the funds are sought for the following or similar expenses:
- A. Costs of developing or amending local ordinances;
  - B. Costs of processing local application(s);



Municipal Intervenor Grant Agreement between the State of Maine and the Town of Norridgewock

- C. Costs of court appeals;
  - D. Costs of negotiating a host community agreement with the applicant;
  - E. Costs of assisting other interested parties or intervenors with their inquiries or testimony;
  - F. Any otherwise eligible costs that are recoverable from the applicant under a substantially similar financial requirement established through local ordinance; or
  - G. "In-kind" services, as described in 06-096 C.M.R. ch. 400, § 7(B)(5)(d)(viii).
- IV. Norridgewock shall maintain accurate records of all agreements for services and grant related expenses, and the work products and services that it obtained with those funds. Access to these records shall be provided to the Department or any authorized representative of the State of Maine upon request. Norridgewock shall reimburse the Department within 60 days of any determination by the Department that grant funds have been mistakenly paid for unqualified activities or for expenses that lack adequate documentation.
- V. Norridgewock agrees to adhere to the provisions of 06-096 C.M.R. ch. 400, § 7(B), (last revised April 6, 2015), governing municipal intervenor assistance grants.

IN WITNESS WHEREOF, the Department and Norridgewock, by its representatives duly authorized as demonstrated have executed this agreement consisting of three (3) pages in two original copies.

TOWN OF NORRIDGEWOCK:

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By:   
(Authorized Signature)

By:   
(Authorized Signature)

Richard A. LaBelle  
(Printed Name)

Gerald D. Reid  
(Printed Name)

Town Manager  
(Printed Title)

Commissioner  
(Printed Title)

10/16/2019  
(Date)

10/28/19  
(Date)