



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
BUREAU OF GENERAL SERVICES
BURTON M. CROSS BUILDING
4TH FLOOR, 77 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0077

PAUL R. LEPAGE
GOVERNOR

ALEXANDER E. PORTEOUS
COMMISSIONER

GILBERT M. BILODEAU
INTERIM DIRECTOR

March 1, 2018

Ms. Kathleen E. Tarbuck, P.E.
Environmental Engineer
Maine Dept. of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

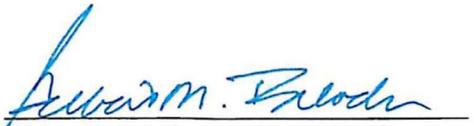
Re: Juniper Ridge Landfill Amendment Application #S-020700-WD-BL-A
Continued Acceptance of In-State Municipal Solid Waste

Dear Kathy:

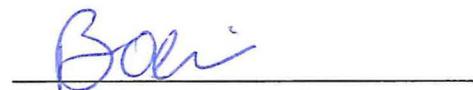
By letter dated February 15, 2018, you forwarded the Department's comments on the above-referenced application. Attached to this letter, please find the Response of Bureau of General Services and NEWSME Landfill Operations, LLC to the Department's comments.

Thank you for your continued attention to our Amendment Application.

Sincerely,



Gilbert M. Bilodeau, Interim Director
Bureau of General Services



Brian Oliver, Vice President
NEWSME Landfill Operations, LLC

Enclosure

**BGS and NEWSME Responses to Department's February 15, 2018 Comments on
Application #S-020700-WD-BL-A,
JRL Amendment for Continued Acceptance of In-State Municipal Solid Waste**

The Applicants' responses to the Department's February 15, 2018 comments are provided below. For ease of review, we have provided each Department comment followed by the Applicants' response.

Comments on the MSW Amendment Application Dated November 2017

1. Page 2-2, Table 1. BGS and NEWSME should state the specific options that are available for the communities listed in Table 1 if JRL is not allowed to continue accepting MSW. Table 1 lists 30 contracted municipalities that utilize JRL for MSW disposal: Fourteen of these communities are noted as having long-term MSW contracts with JRL, and sixteen of these do not. The Application narrative is not clear on the waste disposal plan for these municipalities if the amendment is not approved.

Response. Casella will continue to provide solid waste management services for the customer municipalities listed in Table 1. Casella expects that the disposal option for this MSW, if the amendment application is not approved, is at a landfill other than JRL.

When the original amendment application was approved in 2013, the Department envisioned that BGS and NEWSME would have adequate time to plan for and establish waste options that are more consistent with Maine's solid waste management hierarchy (see Finding of Fact #5, Department license #S-020700-WD-BC-A). If this request is approved, it is unclear what efforts will be undertaken going forward that will result in a different outcome once the remaining capacity in JRL is fully utilized. This information should be provided in order for the Department to carefully review cost comparisons of the options and to evaluate the analysis utilizing the requirements of Maine's solid waste management hierarchy.

Response. The sole reason for the prior amendment application, which resulted in the 2013 DEP license to accept non-bypassed MSW at JRL, was the closure of the Maine Energy incinerator. The closure of Maine Energy resulted in a decline of Maine's MSW incineration capacity by more than one-third, a capacity deficit that remains today. Also in response to the closure of Maine Energy, the Westbrook transfer station was constructed which now serves a market that includes, but is not limited to, the Maine MSW that used to be disposed at Maine Energy.

Incineration: Replacing this MSW incineration capacity is highly unlikely. State statute (38 MRS §1310-X.1.) prohibits the licensing of new commercial solid waste disposal facilities, which would include a commercial incinerator, after September 30, 1989. Casella has already reached a heavily negotiated agreement with PERC to use commercially reasonable efforts to deliver PERC significant MSW tonnage

on an after April 1, 2018, provided this application is approved by March 31. But PERC's stated operations plan after April 1, 2018 is to reduce the amount of MSW that facility incinerates from in excess of 300,000 tons per year historically to approximately 210,000 tons per year. See Exhibit 1. Further, as explained below, both ecomaine and MMWAC are operating at or in excess of their licensed capacity. Additionally, both of these facilities have entered into disposal contracts starting on April 1, 2018 with municipalities that currently dispose of their MSW at PERC. See Exhibit 2. Therefore, not only are ecomaine and MMWAC not capable of providing non-interruptible incineration contracts for the MSW addressed in this amendment application, but included with this response is documentation that ecomaine is terminating its disposal services for existing customers to make room for the newly contracted MSW from municipalities that formerly used PERC. Consequently, incinerating more of the up to 81,800 tons of in-state MSW discussed in the application is not a practicable option.

Recycling & Processing: At the Casella, ecomaine, and Fiberight recycling-processing facilities, there is sufficient capacity in Maine to significantly reduce the amount of MSW required to be disposed, either by landfilling or incineration. However, BGS and NEWSME do not control and have no power or authority to require municipalities to take the steps needed for an effective recycling program (e.g., single stream collection; curbside collection and collection totes; and pay-per bag). All of these steps, when established in concert, often increase the recycling rate. However, neither BGS, NEWSME, nor a municipality can force individuals or businesses to recycle. That is an individual decision.

In addition, as noted in the DEP's 2016 Waste Generation and Disposal Capacity Report and confirmed by the National Waste & Recycling Association's Memorandum dated October 12, 2017 (attached as Exhibit 3), there is currently a great deal of disruption, turmoil, and uncertainty in regional, national and international recycling markets due to new standards adopted by China that severely limit the recycled materials it will accept. These developments will most likely make recycling more expensive, and may even make finding markets for their product difficult or unavailable. The result, unfortunately, may be a decline in recycling tonnage and the need to handle more of this material as MSW than has been the case in recent years.

The U.S. exports about one-third of its recycling, and nearly half goes to China. For decades, China has used recyclables from around the world to supply its manufacturing boom. But this past summer it declared that this "foreign waste" includes too many other nonrecyclable materials that are "dirty," even "hazardous." In a filing with the World Trade Organization, China listed 24 kinds of solid wastes it would ban "to protect China's environmental interests and people's health." Banned materials include all recycled plastic and mixed paper, which makes up about 45% of single stream.

Many other end sites have increased their specifications on recycled items forcing material recovery facilities (MRFs) to implement stricter contamination rules on recycled material being dumped at each facility. Educating the public on “recycling right” has become of the utmost urgency with many programs adding the slogan “when in doubt, throw it out.” To add to the problem, the value of recycled commodities has decreased significantly, with some goods being moved at a charge close to the tip rate of MSW. Numerous recycling programs are being faced with the challenge of supporting recycling when it is becoming just as costly as throwing the material away. Because of these drastic market changes and decreased tolerance for contamination, we will most likely see an increase in MSW requiring disposal.

Food waste diversion: *As stated above with respect to recycling, BGS and NEWSME cannot require municipalities to establish a food waste diversion program. And if they do so, municipalities cannot require generators of food waste to participate. As explained in the amendment application and in the support letter from Exeter Agri-Energy, Casella is working cooperatively with this facility in providing trucking services for delivery of food waste to Exeter and in providing disposal services for the processing residues that are not suitable for their digester.*

2. Pages 2-2 through 2-8, Section 2.2 Amendment Finding 5, Solid Waste Management Hierarchy. BGS and NEWSME should specify whether any of the former MERC communities listed in Table 1 take recyclables to the CWS Zero-Sort® Recycling Facility in Lewiston.

Response. *The majority of the communities that formerly utilized Maine Energy Recovery Company for MSW disposal, as indicated in Table 1 of the application, utilize the Westbrook transfer station for consolidation of their municipal solid waste and their recycling material. All the Zero-Sort® transferred through the Westbrook facility is transported to the Lewiston MRF.*

3. Page 2-3, Table 2. BGS and NEWSME should provide the amount of non-bypass MSW disposed at JRL that originates from the former MERC communities in order for the Department to have a clear understanding of the final disposition of this non-bypass MSW.

Response.

The DEP comment requests information about tonnage that originates from the former MERC communities. It is important to note that MSW received at the Westbrook transfer station originating from these communities includes both residential and commercial MSW. A number of these former MERC communities also deliver their residential and commercial MSW to the WRT transfer station in Wells, Maine, which is then transferred to PERC or JRL. There also are a number of other Maine municipalities and commercial customers that have disposal contracts

with JRL that do not use the Westbrook transfer station. All of that MSW tonnage needs a home. That home needs to include JRL.

In response to the DEP comment, however, in 2016, the communities under long-term contract that formerly utilized Maine Energy Recovery Company for MSW disposal (being those denoted in bold in Table 1 of the application) generated 22,827 tons of residential MSW which was disposed at either JRL or PERC. This does not account for the commercial MSW from these municipalities that was also disposed at Maine Energy.

It is not possible to specifically track the MSW from the former MERC municipalities, or any other specific customer, after it arrives at the Westbrook transfer station. MSW from former MERC communities delivered to the Westbrook transfer is co-mingled with other in-state MSW received as it is off-loaded from smaller transport trucks (rear-load, front-load, roll-off) and reloaded into tractor trailers for transport to another location, which would either be PERC (in compliance with Condition 7 of the current amendment license) or JRL.

4. MSW Management Post-March 2018

- a. Page 2-7. BGS and NEWSME should provide additional information regarding the following statement: “[t]he Applicants have evaluated various scenarios for the alternative management of MSW generated in Maine post-March 2018 and in all cases, without approval of the requested extension of existing JRL accepting non-bypass MSW beyond March 31, 2018, some amount of MSW will be stranded (i.e., there will be a shortfall in management options for MSW produced in Maine.)” It is still unclear that there are no other outlets for the MSW. Other outlets may include, but are not limited to: waste processing facilities in Maine or out-of-state, incinerators in Maine or out-of-state, etc. BGS and NEWSME should clearly define what is meant by “stranded” waste and provide justification to support this statement.

Response.

The term “stranded” was used in the application to define the estimated amount of MSW generated in the State post March 31, 2018, which is not reduced, recycled or composted, or disposed of at current landfills and incinerators, minus the amount of this waste that can be handled by the projected in-state incinerators and processing facilities. This is summarized on the Table included in Appendix 5 of the application. As noted on this table, if all the current and future processing and incineration facilities are able to operate at their permitted (for ecomaine and MMWAC) or stated future capacities in 2018 (i.e., PERC at 210,000 tons/yr and Fiberight at 105,000 tons per year), there is still approximately 200,000 tons of MSW in the State that needs to be landfilled. In 2015, the year used for this analysis the total amount of MSW landfilled in the State not including JRL was about 163,000 tons.

The statement in the application, “the Applicants have evaluated various scenarios for the alternative management of MSW generated in Maine post-March 2018 and in all cases, without approval of the requested extension of existing JRL accepting non-bypass MSW beyond March 31, 2018, some amount of MSW will be stranded (i.e., there will be a shortfall in management options for MSW produced in Maine),” refers to scenarios where one or more of the facilities could not operate at their stated capacities. These conditions were evaluated because there is no operating history for either the PERC facility, at its newly stated operating capacity, or the Fiberight facility.

Incinerators: *Regarding the capacity of each MSW incineration facility in Maine, and the extent to which it is being utilized, the source of that information is the Maine Solid Waste Generation and Disposal Capacity Report: Calendar Year 2015 (the most current at the time of the application), Tables 4 and 7. Tables 3 and 5 in the Report for Year 2016 show the same: PERC, MMWAC, and ecomaine, the three remaining MSW incinerators in Maine, are accepting more than their licensed capacity. As noted in the response to Comment 1, however, PERC’s annual waste acceptance rate is expected to decline by about 30 percent beginning on April 1, 2018. With the closure of Maine Energy in 2012 and the expected decrease at PERC, MSW incineration going forward will have declined 47 percent (450,000 tons per year, down from 854,000 tons per year) over a five year period. Source: DEP Waste Generation and Disposal Capacity Reports 2011-2016.*

Therefore, even with ecomaine and MMWAC currently accepting more than their permitted capacities (184,812 versus 170,000 tons at ecomaine, and 77,466 versus 70,000 tons at MMWAC), this doesn’t come close to addressing the stranded quantities of MSW that will occur in the State if this application isn’t approved.

The history of the establishment of the Juniper Ridge Landfill is also relevant here. As directed by the Resolve authorizing the acquisition of the Fort James landfill in Old Town, the State Planning Office issued a Request for Proposals (RFP) to select the landfill operator. Casella submitted its proposal in July 2003, which the State selected. As part of Casella’s proposal, as required by the RFP, Casella identified the anticipated categories, sources, and amounts of solid wastes that would be disposed in the state-owned landfill (see Exhibit 4). Casella’s proposal identified up to 200,000 tons per year of MSW that would be disposed at the state-owned landfill in the event a current disposal facility closed (the future of PERC and Maine Energy, “should they close,” were specifically noted). The proposal concluded by stating: “...the West Old Town Landfill [later renamed JRL] will be operated to help address future disposal needs of the state as the current providers of disposal are phased out.”

Out of State MSW Incinerators: *Within a transportation distance similar to that of the Westbrook transfer station to JRL, out-of-state incinerators are either full and will remain so given the state of solid waste disposal in New England (Wheelabrator MSW Incinerator, North Andover, MA) or are charging tip fees plus cost of*

transportation (in excess of \$100 in total) (Covanta MSW Incinerator, Haverhill, MA) that would make it uneconomic to use them (i.e., not practicable). See Exhibit 5.

Processing Facilities: Regarding MSW processing facilities located in Maine, this would be the Fiberight facility, once it comes on line. The tonnage allocated to this facility was the tonnage that has been signed up under contract with Municipal Review Committee municipalities: approximately 105,000 tons. See Exhibit 6. Casella has recently executed an agreement with the Fiberight owner to deliver the facility 40,000 tons of in-state MSW per year. Other than the planned Fiberight facility, there are no other MSW processing facilities in Maine.

To the applicants' knowledge, there are no MSW processing facilities out-of-state within the distance of the Westbrook transfer station to JRL. Out-of-state recycling-processing facilities only accept recyclables; not co-mingled MSW.

Out of State Landfills: There is some limited capacity in out of state landfills, and if this application is not approved some of the MSW that is taken to JRL will be diverted to several of these facilities. However, disposing of MSW in one landfill over another does not address the solid waste hierarchy standard, because the standard does not differentiate between landfill facilities. Moreover, it is prudent and sound policy for Maine to provide for the management of its own MSW, and not rely on other states or out-of-state facilities to manage or dispose of MSW generated by Maine businesses and citizens. In fact, the purpose of Maine's 1989 statutory ban on new commercial disposal facilities, 38 MRS §1310-X, was for the state to be a market participant and to manage in-state waste at State-owned landfills.

- b. Page 2-8. BGS and NEWSME should provide confirmation of the stated capacity of PERC and Fiberight after March 31, 2018. It is our understanding that PERC can operate at 310,000 tons per year and Fiberight at 145,000 tons per year.

Response. See answer above regarding Fiberight. See Exhibit 1 for PERC, which intends to operate at approximately 210,000 tons per year beginning April 1, 2018.

5. Technical Aspects

- a. Page 2-10 and Figure 3 on Page 2-11. The statement was made comparing compaction rates at five municipal landfills to JRL. The specific municipal landfills should be identified along with their individual compaction rates, as only the average compaction rate for all five was presented.

Response. See Table in Exhibit 7.

- b. Page 2-10 states that "MSW is a prime source of bulking material utilized to stabilize sludge, with potential reduction in hydrogen sulfide generation as an added benefit." A discussion of why MSW is an effective bulking material and how it may be beneficial in reducing hydrogen sulfide generation should be included.

Response. MSW is a good material for bulking sludges because its void ratio, in the range of 50 to 60 percent, its moisture absorptive capacity, and its coarse structure limit the landfill capacity utilized for disposal of the sludge, and the amount of bulking material needed to stabilize the sludge.

The primary source of Hydrogen Sulfide (H₂S) generation in a landfill is the breakdown of sheetrock in an anaerobic environment (absence of oxygen). The breakdown of sheetrock, also known as wallboard, or gypsum present in construction debris, requires the presence of moisture, and organic matter, in addition to proper anaerobic conditions, pH, and temperature. Of these requirements, moisture and organic matter are the most readily controllable during waste placement. Wastewater Treatment Plant (WWTP) sludges arrive at JRL in a form that cannot be readily and stably placed and compacted due to their high moisture content. Therefore, they require a stabilizing material to assist in making the material stable and compactable. Currently, this material is a combination of ash and MSW, since ash assists in increasing the pH (which reduces H₂S generation potential), and both materials do not contain appreciable amounts of possible H₂S generating materials, i.e., sheetrock. FEPR is utilized as well, although due to its gradation and relatively high moisture content, it is less effective. In the absence of MSW, another material would need to be utilized to fully stabilize the sludge received. This would either be virgin soil material, or CDD/CDD fines (OBW is too large to utilize). Since WWTP sludge has high organic matter and moisture, mixing this material with CDD or CDD fines provides an opportunity for significant H₂S production from the breakdown of the sheetrock in the landfill environment. Additionally, the use of virgin soil materials, as a bulking material at JRL, is not as effective because it does not have the moisture absorptive capacity, nor structural nature that limits the amount of bulking material required to stabilize the sludge. Therefore, use of soil as a bulking agent will consume additional valuable airspace that would be best utilized by waste.

- c. Page 2-13 states that the proposed volume of MSW will not increase the anticipated amount of landfill gas generated at the facility. A better explanation of why this is the case should be included.

Response. As detailed in the application, NEWSME properly projected the amount of landfill gas (LFG) that would be generated from JRL in 2012 during the initial MSW application process. This analysis did not contemplate a March 31, 2018 end date for MSW acceptance, rather an end date of existing JRL capacity being fully consumed, which is what is proposed in the pending application. In addition, JRL has sufficient licensed capacity for air emissions for the permitted facility.

- d. Pages 2-14 through 2-16. It is stated that MSW is a very suitable “select waste” material for filling in areas that have settled. Additional information should be provided to address the potential for settlement of the proposed MSW “fill” prior to capping, including how much the newly placed MSW “fill” is expected to settle and

how that fits into the proposed final cover schedule, whether this would be an ongoing fill and settle situation which may extend the dates of final cover placement, and whether the final cover placement schedule would be met if the MSW date is extended.

Response. Settlement of the MSW fill will occur due to primary consolidation of the underlying waste and MSW placed, and secondary compression of the underlying waste. Settlement caused by consolidation occurs immediately during waste placement and will not affect the final grades since the waste will be filled to the final waste grades right up to the time period when cover placement occurs. Secondary consolidation of the MSW fill and underlying waste is caused by longer term decomposition of the waste, and will result in minor settlement of the waste once the MSW has been placed to grade. The total settlement caused by secondary consolidation is time dependent and can be estimated using site specific strain rates. Sevee and Maher Engineers (SME) determined a site-specific strain rate of 4×10^{-5} ft/ft/day for JRL as part of the 2015 Expansion Application. It is anticipated that construction of the final cover will be completed within three to four months after reaching final grade in the individual closure areas. Based on the site-specific strain rate and the proposed schedule, about 0.1 to 0.5 feet of settlement could occur during the cover construction, an insignificant amount. Settlement of the MSW fill will not impact the proposed final cover schedule.

Page 2-16. A discussion of the value of MSW used as bulking material was given, but information on what was previously utilized for bulking sludge at JRL in the years prior to acceptance of MSW (2004 through 2014) should be provided. For example, is there a fundamental change in quantities or properties that necessitates the use of MSW as compared to previously utilized bulking materials?

Response. Prior to 2014, JRL received ash and front end process residue, FEPR, from the MERC incinerator in quantities slightly larger than the 81,800 tons of MSW approved by the Amendment Application. These materials were used in the landfill operations as bulking materials and hence the fundamental change in quantities of these materials received at JRL necessitates the use of MSW instead of the previously utilized bulking materials. See answer to comment 11.b below for more detail.

- e. Page 2-17. The statement is made: "With the uncertainty of the future configuration of PERC, there is concern about the volume of ash receipt post-March 2018." Further discussion of that uncertainty should be provided, including the anticipated reduction in ash from PERC's operation.

Response. PERC's annual incineration of MSW is expected to decline to about 210,000 tons per year beginning April 1, 2018. See Exhibit 1. This will result in a reduction in PERC ash disposed at JRL from approximately 50,000 tons per year to approximately 33,000 tons per year.

6. Appendix 1. An updated summary of recycling efforts should be provided for each former MERC community. Attachment 6 of Appendix 1 outlines the recycling information submitted with the Amendment Application in 2012.

Response. See response to Comment 10.a. below.

7. Appendix 4. The Annual Reports included in Appendix 4 for 2014 through 2016 state the following under Section 5.A regarding the Casella Zero-Sort® Recycling Facility in Lewiston: “The company has made a significant investment in recycling processing in locating this facility in Maine...” Clarification should be provided on whether significant annual investments are made or whether this repeated statement refers to the one-time investment when the facility was constructed.

Response. The initial design / permitting / construction capital investment for the Lewiston MRF was roughly \$4M in 2014. Since then, several hundreds of thousands of dollars each year have been invested in additional capital improvements to the facility. The initial 30,000 tons per year (tpy) throughput has steadily increased to 37,495 tpy in 2017, and the employee count has increased from 21 to 36, including temporary labor. Operational expenditures average \$2.9M per year, and the City of Lewiston is provided lease payments and taxes for the use of the property, which totaled more than \$135k in 2017.

Comments on the MSW Amendment Application Supplement Dated December 14, 2017

8. Additional Diversion to Southern Maine Waste Incinerators. Additional information should be submitted supporting the conclusion that ecomaine and MMWAC are currently exceeding their rated capacity and further diversion of MSW to these incinerators is not feasible. In addition to providing the below information, written confirmation should be provided from ecomaine and MMWAC either stating that they cannot take any additional waste from the southern Maine communities or indicating the additional quantity they are able to process.

Response. In addition to the responses below, please see response to comment 4.a. above.

- a. ecomaine. It is the Department’s understanding that excess MSW delivered to ecomaine during high volume periods is temporarily stockpiled in bunkers at the landfill and covered with daily cover until it can be backhauled and incinerated during lower volume periods. This operational approach needs to be considered during an analysis of ecomaine’s potential to accept additional MSW. If it is possible for ecomaine to accept additional MSW, information should be provided regarding the capacity they can accept and on the costs associated with the transport and processing of MSW to ecomaine compared to the costs associated with the transport and placement of MSW at JRL.

Response. In responding to this comment, we have reviewed ecomaine's annual landfill reports on file with MEDEP for 2013 through 2016 to determine the amount of, and apparent time period that MSW is temporary stockpiled in the ecomaine landfill, and the recent practices concerning backhauling this material to the incinerator. We also reviewed Google earth images of the landfill over this period to ascertain how long this material may be stockpiled. From these reviews, it appears that the stockpiling of MSW at the landfill can occur for a period of time longer than "temporarily" (i.e., from the summer months to the following winter months). It appears from this review that the stockpiling period can last several seasons, and this practice can result in larger by-pass of waste from the incinerator. Over the four year period, ecomaine landfilled a net 2,500 tons more than they removed. The table provided in Exhibit 8 is compiled from the data provided in ecomaine's annual reports.

This table suggests that ecomaine's current practice of stockpiling MSW in its landfill, and then backhauling it, at some later time, to the incinerator does not increase the incinerator's capacity to handle additional waste, rather it just shifts when the waste is incinerated, and either displaces the amount of current waste that can be received by the incinerator, or increases the MSW that is by-passed. Therefore, it's not a long term viable option for disposing of the MSW identified to be taken to JRL.

As shown in Exhibit 9, current customers of ecomaine have been informed that they will no longer be provided MSW disposal services effective April 1, 2018. These customers make up what is termed "spot market" customers, and are apparently being replaced with additional contracted tonnages ecomaine has signed up from previous PERC customers, such as the Mid-Coast Solid Waste Corporation. As indicated in correspondence to Casella, these spot market customers are requesting disposal services at JRL.

As a result of signing disposal contracts with municipalities currently using PERC, ecomaine not only does not have incineration capacity for the subject MSW (81,800 tons per year), they also do not have sufficient capacity to serve all their existing customers on a non-interruptible basis at the tonnages previously received at the facility.

- b. MMWAC. JRL's Annual Reports for 2014 through 2016 specify that Casella's Pine Tree Waste has a "verbal agreement with MMWAC to deliver spot market MSW during winter months upon request from the incinerator." During 2016, Casella delivered 35,384 tons of MSW to MMWAC. BGS and NEWSME should specify how much of this waste is from former MERC communities. Additionally, BGS and NEWSME should identify the maximum quantity of MSW that MMWAC can accept during the winter months in order for the Department to have a clear understanding of MMWAC's availability to take additional MSW. If it is possible for MMWAC to accept additional MSW, information should be provided regarding the capacity they can accept and on the costs associated with the transport and processing of MSW to

MMWAC compared to the costs associated with the transport and placement of MSW at JRL.

Response. No spot market tons were delivered to MMWAC in 2016, and none were requested by MMWAC. All MSW delivered by Casella to MMWAC was contracted waste, including approximately 3,000 tons of processing residue from the Lewiston MRF.

No MSW from former MERC communities are delivered to MMWAC.

- c. Other. Any other known barriers that may impede the ability of ecomaine and MMWAC to take additional MSW or for Casella to deliver MSW to ecomaine and MMWAC should be specifically outlined.

Response. No other known barriers. If there were capacity, an agreement on price would need to be reached, and that may or may not prove to be a barrier. It was a barrier in 2012-13 as was made clear during the public hearing on the prior amendment application to accept non-bypassed MSW at JRL.

9. Additional Diversion to the PERC or Fiberight Facilities

- a. The executed agreement for Pine Tree Waste, Inc. to supply 40,000 tons annually of Maine MSW to Fiberight should be provided to the Department. Additionally, the extended agreement with PERC to supply 30,000 tons annually of former MERC-disposed MSW, plus additional commercial MSW, noted as being under negotiation, should be provided to the Department when finalized.

Response. See Exhibits 10 and 11, which have been minimally redacted to protect confidential business information (i.e., trade secrets). The redacted information derives independent economic value from not being known by competitors and others who can obtain economic value from its disclosure and the parties to each agreement have taken reasonable measures to maintain its confidentiality.

- b. The actual costs associated with tipping fees at both PERC and Fiberight and associated differences in transportation costs, in addition to the fixed prices associated with the long-term disposal agreements with the southern Maine communities should be provided in order for the Department to have a clear understanding of the financial limitations to take additional MSW to these facilities. BGS and NEWSME noted that it is uneconomical for them “to divert additional MSW to either of these facilities at the significantly higher tipping fees they would require, and they would not accept additional MSW at the tip fee the Applicant would be able to pay.” Additional clarification should be provided to define what is meant by the tip fee the Applicant would be willing to pay.

Response. The PERC and Fiberight agreements are the result of arms-length, good-faith negotiations that occurred over several months and provide for significant

in-state MSW tonnage to be supplied to those facilities (and diverted from other facilities, including JRL), assuming approval of this application by March 31. They provide benefits and obligations to both parties. The tonnage and pricing in these agreements do not occur in isolation. They cannot be “cherry-picked” without altering the overall end result that was mutually agreeable to both parties.

- c. If it is possible for PERC to accept additional MSW beyond the tentatively agreed-upon 30,000 tons, written confirmation from PERC should be provided regarding the additional capacity they can accept and at what cost.

Response. *Casella subsidiary, Pine Tree Waste, has entered into an agreement with PERC for delivery of additional MSW significantly beyond the 30,000 tons per year, contingent on approval of this application for continued acceptance of up to 81,800 tons of Maine MSW at JRL by March 31, 2018. See Exhibit 11.*

10. Additional Separation or Processing to Remove Recyclables or Organics

- a. The current recycling rates for the contracted municipalities that are identified in Table 1 of the Application should be provided in order for the Department to have a better understanding of the quantitative efforts of these communities to remove recyclables or organics prior to being handled at Casella Waste System’s Westbrook Transfer Station. The Department understands that the recycling programs within these contracted municipalities are not altogether within the control of BGS and NEWSME; however, it is noted that Casella Waste Systems, Inc. “works with these communities to expand their programs upon request.” Although one example was mentioned regarding Casella Waste Systems, Inc. (CWS) providing assistance to the Town of Scarborough in the implementation of a proposed organics recycling program, specific information regarding this and other programs should be provided. It is unclear if the Scarborough reference is to the executed pilot program or a subsequent program, and it is unclear in what other programs CWS has participated.

Response: *See tables in Exhibit 12. The source of this information is individual municipal annual reports, to the extent that information was reported by the municipality.*

As is illustrated, the average MSW recycling rate of these communities in 2016 is nearly identical to the State average as reported in the Maine Solid Waste Generation and Disposal Capacity Report for Calendar Year 2016, published in January 2018.

Casella provided collection service for an 8-month pilot program for the Town of Scarborough in the implementation of a proposed organics recycling program. The test consisted of 180 homes collecting food waste weekly and alternating trash and recycling every other week. The pilot collected an average of less than a ton of food waste, in the aggregate, from these 180 homes each week. There have been no discussions of rolling out the program to the whole community; the transportation

cost is very expensive per ton compared with MSW; at least double that per ton compared with MSW. Other municipalities have explored pricing with Casella companies on collection efforts, but no community has moved forward with a food waste curbside collection program to date.

- b. The estimated cost and limitations associated with converting the Westbrook Transfer Station to further separate potentially recyclable materials should be provided in order for the Department to have a better understanding of the limitations with such a conversion.

Response. *The Westbrook transfer station is associated with Pine Tree Waste hauling components in Old Orchard Beach and Scarborough. As such, the company is uniquely qualified to determine cost differentials in curbside collection, materials handling, and transportation. We have performed financial analyses regarding design, permitting and retrofit construction, as well as container-types, current disposal rates, and productivity, and have determined that organics separation would cost approximately \$20 more per ton than MSW transfer and disposal on a 20-year amortizable basis. Initial capital investment is estimated at \$1.5M.*

The majority of other recyclables within the MSW stream have either been removed as practicable prior to arriving and tipping at the transfer facility, or, following this co-mingling with the waste stream, are not practicably recyclable; i.e., paper and/or cardboard contaminated with moisture. However, to safely inspect, identify, and remove additional recyclables from the waste stream once it has arrived at the transfer station, it is anticipated that an additional \$1M capital investment would be required, to allow room for movement and segregation, and removal of CDD from the current tip floor configuration.

11. Alternatives and Costs Associated with Not Using MSW in Site Operations

- a. The costs to purchase material for landfill grading and bulking should be provided. Additionally, the costs associated with additional landfill gas sulfur treatment if wastewater treatment plant sludge could not be bulked with MSW should be provided since BGS and NEWSME specify that the mixing of wastewater treatment plant sludge with construction and demolition debris (CDD) and CDD fines would cause an increase in hydrogen sulfide generation at JRL.

Response. *Grading and bulking materials purchased would likely run in the range of \$10.50 to \$13 dollars per cubic yard based on recent construction bids for the Cell 11 construction project. If this material replaced the MSW that is proposed to shape the Phase 1 closure area, the additional costs without the proposed MSW for the project would be in the range of \$1.4 to 1.7 million. As identified in the application, about 133,500 cubic yards of fill is required to bring the Phase 1 closure grades up to the permitted waste surface. It's possible that some of the waste received at the facility could be used to grade some of the closure areas where a deeper fill depth is required, thereby limiting the additional expense, but not totally replacing the*

material. Assuming soil were purchased to bulk the sludge, we would likely require about 1.25 parts soil for each part of sludge bulked. This would require about 47,000 cubic yards of soil, and, at a cost of \$10.50 per yard, the cost to bulk the sludge would be in the range of \$500,000.

The cost to treat the landfill gas to remove sulfur compounds is approximately \$2,000 per ton (which does not include the capital costs to install the treatment system). To bulk sludge just using CDD fines would require about two parts CDD fines to one part sludge by volume. To bulk the sludge with straight CDD would require about four parts CDD to one part sludge. For the volume of sludge disposed of at the site in 2016 (40,462 tons), it would require about 80,000 and 160,000 cubic yards of CDD fines and CDD, respectively. The yearly hydrogen sulfide production associated with these quantities of material is about 500 tons for the CDD fines and 127 tons for the CDD, respectively. At the per ton cost, the cost to treat the sulfide would be about \$1.0 million if CDD fines were used and \$250,000, if CDD were used.

Finally, the use of virgin products in landfill operation, in place of waste materials that can be used for the same purposes is not an appropriate management option for use of the State's limited natural resources.

- b. The statement is made “[s]hould this Application be denied, and thus MSW were no longer available for use in these applications, operations at the facility would change. This waste stream would need to be replaced with an alternative material, such as CDD fines, virgin soil, or woodchips.” Information should be provided about operations prior to 2014 when MSW was not accepted at JRL and how the issues raised in this submittal, including the costs of landfill grading and bulking material and hydrogen sulfide generation mitigation, were addressed at that time. In addition, BGS and NEWSME should clearly state how operations have materially changed since that time such that this request is necessary.

Response. *JRL has not commenced final closure of any part of the landfill, therefore, there was no need prior to 2014 for MSW as a landfill grading material prior to final closure. This material will be needed beginning in 2018 prior to the first phase of closure in 2019. With regard to bulking of sludge, prior to 2014, both FEPR and ash were utilized, along with MSW bypass materials. Through 2012, with MERC in operation, the receipts of both ash and FEPR were significantly higher providing enough ash, FEPR, and MSW bypass material to mix with sludge. 2013 was the only year in which there were limited bulking materials. JRL staff made extensive efforts to find adequate bulking material and were able to secure more than 7,000 tons of lime residue from paper mills, which is very effective in sludge bulking and pH adjustment. This was the largest volume of lime JRL had ever accepted since NEWSME commenced operations in 2004. The mills providing this material have since ceased operating, making this material no longer available. Additional ash was secured, some of which came at an expense to JRL from biomass incinerator sources. Additionally, during operations in 2013, sludge was*

mixed with CDD, if necessary, to create a stable waste mix. Fortunately, this only occurred during a single year of operations.

12. Other

Information relating to out-of-state processing facilities including their capacity to process additional MSW should be provided. BGS and NEWSME should evaluate the availability of out-of-state processing facilities within a distance similar to the distance from the farthest southern Maine community to JRL. Additionally, the estimated costs associated with MSW transport and each facility tipping fee should be provided. If available, any other limitations to utilizing these facilities should be identified.

Response. The appropriate distance for evaluating this question should be from the Westbrook transfer station to JRL, because this is where Southern Maine communities deliver their MSW for consolidation and transfer. To NEWSME's knowledge, there are no out-of-state processing facilities within that distance. The issue of out-of-state incinerators is addressed in response to Comment 4.a.

EXHIBITS TO BGS/NEWSME'S RESPONSE TO DEP COMMENT LETTER OF FEBRUARY 15, 2018

- EXHIBIT 1:** Correspondence from Penobscot Energy Recovery Company expecting to operate at 210,000 tons per year.
- EXHIBIT 2:** Correspondence from Greg Louder, Executive Director of the Municipal Review Committee, regarding April 1, 2018 ecomaine and MMWAC disposal contracts.
- EXHIBIT 3:** NW&RA October 12, 2017 Memo on Recycling Markets.
- EXHIBIT 4:** 2003 Casella proposal to operate the State-owned landfill: 200,000 tons of direct MSW an anticipated waste type.
- EXHIBIT 5:** Correspondence from Wheelabrator MSW incinerator in North Andover, MA. and Covanta MSW incinerator in Haverill, MA.
- EXHIBIT 6:** Correspondence from Coastal Resources of Maine, LLC (Fiberight) referencing 105,000 tons per year committed to the project by MRC.
- EXHIBIT 7:** Table of Maine landfill compaction rate data.
- EXHIBIT 8:** Table from the ecomaine landfill annual reports.
- EXHIBIT 9:** Correspondence from current ecomaine customers.
- EXHIBIT 10:** Redacted Fiberight Disposal Agreement.
- EXHIBIT 11:** Redacted PERC Disposal Agreement.
- EXHIBIT 12:** 2016 recycling rates for municipalities using JRL for disposal of MSW.

EXHIBIT 1

PERC Holdings, LLC.

Mr. Brian Oliver
Regional Vice President
Northeastern Region
110 Main Street Suite 1308
Saco, Maine 04072

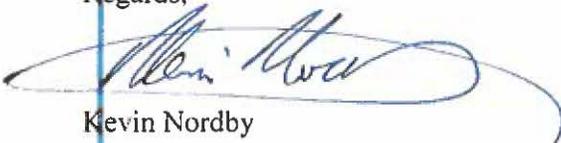
2/20/2018

Mr. Oliver,

As we have discussed, as of April, 2018, the PERC facility will be modifying its operating plan to conform with the decreased incoming tonnage as a result of the expiration of the Municipal Review Committee (MRC) processing agreement. The current long term operating plan is based on a reduced annual tonnage and will require msw deliveries of approximately 210,000 tons depending on msw composition, btu value, tipping fee and electrical sales.

This range of tonnage was established to ensure that PERC can meet its PPA obligations of 10 MW. This tonnage will be refined as the facility operations are finalized to meet the new production requirements. I appreciate your willingness and ability to modify your msw deliveries to PERC to accommodate our needs in 2018.

Regards,



Kevin Nordby
President
PERC Holdings

Cc: Kevin Tritz

EXHIBIT 2

Don Meagher

From: Greg Lounder <glounder@mrcmaine.org>
Sent: Wednesday, February 21, 2018 11:51 AM
To: Don Meagher
Subject: Follow Up RE: Certain Departing Members

Hi Don –

I write to follow up on your request regarding whether certain existing MRC member communities, that decided to end their relationship of the MRC as of March 31, 2018, have made alternative solid waste disposal arrangements with either the ecomaine facility in Portland or the MMWAC facility in Auburn.

My understanding is that the 4 towns that comprise the Mid-Coast Solid Waste Corp (Camden, Rockport, Lincolnville and Hope), the city of Rockland and the 3 town comprising the Thomaston Group (Thomaston, South Thomaston and Owls Head all have made contractual arrangements to deliver their MSW to the ecomaine facility starting April 1, 2018. These entities collectively delivered 15,750.92 tons to PERC in calendar year 2017.

The town of Winthrop informed MRC, and I'm fairly certain that West Gardiner followed suit, that they have made contractual arrangements to deliver their MSW to the MMWAC facility starting April 1, 2018. They collectively delivered 3,506.08 tons to PERC in calendar year 2017.

Let me know if you have any further questions.

Greg

EXHIBIT 3



1550 Crystal Drive
Suite 804
Arlington, VA 22202
T 202.244.4700
F 202.966.4824

How the Chinese Recycling Materials Bans and New More Stringent Standards Will Affect State & Local Recycling Programs

To: Recycling stakeholders
From: Darrell Smith, President & CEO, NWRA
Date: October 12, 2017

A number of actions taken by China over the past six months have begun impacting recycling markets and will potentially affect recycling state and local programs. In the last couple of weeks, fiber prices have plunged significantly. In addition, some recyclers have had difficulty finding end markets for rigid plastics. This letter summarizes China's actions and provides some guidance on what to do.

Summary of China's actions and their effects

1. In February, as part of China's broader "National Sword" campaign, customs enforcement began a one-year crack down on illegal smuggling of "foreign waste."

The campaign follows China's Green Fence initiative in 2013 which focused on improving the quality of recyclables. The more recent National Sword crackdown focused on illegal imports has resulted in numerous inspections, exposures of smuggling operations, arrests and confiscations of imports. In addition, inspections at ports resulted in delays, added storage and demurrage costs.

2. In July, China notified the World Trade Association (WTO) of its intent to ban 24 materials from being imported. These include plastics and mixed paper effective January 1, 2018.

Although the bans will not be effective until the end of the year, they have raised numerous concerns. The lack of clarity of which materials would be impacted initially caused confusion for the industry. In addition, the intent of the ban appears to be driven by environmental concerns. Because this is an outright ban, it is expected that, if enacted and enforced as written, there could be significantly reduced markets for the identified materials, mixed paper, and plastics.

NWRA submitted comments requesting that China reconsider the ban and instead, impose and enforce internationally accepted quality standards. In addition, NWRA, along with other industry associations, met with both the US Department of Commerce and the Office of the United States Trade Representative (USTR) to discuss the bans and their potential effect on local recycling programs across the United States.

3. In August, the Chinese announced a new quality standard for recyclable materials limiting prohibitives to 0.3 percent. This requirement applies to all materials, even those that are not banned (such as ONP or OCC). This new standard, if adopted, would become effective in 2018.

This new quality standard will be challenging to meet, if at all possible. The criteria is far more stringent than any standard currently used. The difficulties of complying with the proposed quality standard were discussed at the US Department of Commerce and the USTR meetings.

4. The Chinese Government has not issued the necessary import licenses to satisfy the demands of its mills for recycled material.

By not issuing new import licenses, China has effectively slowed down the import of recyclables before any of the official bans or improved standards are set to go into effect. Until these licenses are issued, this slowdown is expected to continue.

The U.S. delegation to the World Trade Organization consisting of members from USTR, the Department of Commerce, and the Department of Agriculture, along with delegations from four other nations, addressed the issue at the WTO's import licensing committee meeting in early October.

Given this sequence of events, China appears serious about its focus to improve its environment through limitations on recyclable materials entering the country. Consequently, recycling prices and outlets for paper and plastic will be significantly impacted. Unfortunately, it is too early to know how long these market impacts will continue.

Guidance

- **Communicate with the state and local recyclers.** Ensure that local and state recycling stakeholders are kept up-to-date about the uncertainties the industry is facing. They should be aware that unless there is an easing to some of the restrictions, market prices will likely be depressed, if markets are available at all.
- **Focus on material quality.** High quality material is more likely to find a market. The new proposed standard quality limit is far more stringent than any existing international standard. However, high quality material will be welcomed by both domestic and international markets.

- **Consider alternative strategies.** The industry's dependence on China to accept recyclables highlights the need to inject additional flexibility into materials management. Work locally or regionally to explore options for greater flexibility to managing materials such as focusing on sustainable materials management.
- **Communicate with the public, and work to shore up the long-term benefits of recycling to reduce public backlash.** Although the U.S. exports a significant amount of recyclables, domestic markets do exist and may expand, perhaps as a direct result of China's actions. However, these developments might take time and communications are critical to maintain public trust.

EXHIBIT 4



**PROPOSAL: STATE PLANNING OFFICE WM&R #1
CONTRACT FOR LANDFILL OPERATION**

Submitted to:

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

Attn: George Mac Donald

Submitted by:

New England Waste Services of ME, Inc.
C/O Casella Waste Systems, Inc.
110 Main Street, Suite 1308
Saco, Maine 04072
Tel: (207) 286-1668; Fax: (207) 286-1696
Contact: Mr. James Hiltner, Regional Vice President

July 9, 2003

- iv. Property Tax Reimbursement Program, similar to what NEWSM has established in Hampden, for the two properties located at the access road entrance to the West Old Town facility.
- v. Under a 15 year operating services Agreement, \$.75 per ton of non-mill waste disposed in the landfill.
- vi. Under a 30 year operating services Agreement, \$1.50 per ton of non-mill waste disposed in the landfill and extension of sewer line from the Old Town sewer system to the West Old Town Landfill.

The cost of the above host community benefits is included in NEWSM's financial bid. Any host community benefits which are negotiated with the City in excess of these benefits shall be a surcharge on the tipping fees presented in Section 5.a.

10. Rights and Duties of the Parties to Any Contract Entered Into Pursuant to the RFP Shall Be Subject to All Applicable Laws and Legal Requirements

NEWSM understands that any obligations of the State under the Contract that require the expenditure of funds are subject to legislative appropriations as provided by law.

B. Anticipated categories, sources, and amounts of solid wastes

Table 5

| <u>Category</u> | <u>Source</u> | <u>Estimated amount (yr.)</u> |
|--|---|----------------------------------|
| Mill waste | Georgia-Pacific | 50,000 |
| Biomass ash | Lincoln Pulp and Paper | 6,000 |
| MSW incinerator ash | PERC ⁽¹⁾ , Maine Energy ⁽²⁾ | 100,000 |
| Front End Process Res. ⁽¹⁾ | PERC, Maine Energy | 90,000 |
| Non-processibles ⁽¹⁾ | PERC, Maine Energy | 16,000 |
| Construction and demo | State of Maine | 100,000 |
| Treatment plant sludge | State of Maine | 6,000 |
| Municipal Solid Waste ⁽¹⁾ (including bypass) | PERC, Maine Energy | 15,000 – 167,000 |
| Miscellaneous special waste | State of Maine | 23,000 |
| Non-contracted Municipal solid waste ⁽³⁾ | State of Maine | Up to 200,000 |
| TOTAL | | 400,000 to 600,000 tons per year |

- (1) under contract to NEWSM. NEWSM has entered into an agreement with PEC to extend the current PERC residue disposal agreement to 2018 and to specifically reserve capacity at the West Old Town Landfill for this material.
- (2) available to NEWSM in 2007
Since it is impossible to predict the future of PERC and Maine Energy, these volumes could change over time. It is anticipated, however, that should they close, and other facilities higher in the state Hierarchy do not dispose of the waste now being sent to these facilities, the West Old Town Landfill will attract a significant portion of the waste now being disposed at these facilities.
- (3) Incorporated in NEWSM's 30-year term proposal is a forward planning assumption to accept up to 200,000 tons of municipal solid waste that may require disposal because the current disposal facility is no longer available or financially viable, and is not disposed of at a facility higher in the State Hierarchy. This MSW would be accepted by contract, with the written permission of the solid waste's generator or responsible party, on a first come-first served basis. This provision is not intended to, and will not be used to disrupt or destabilize the contractual arrangements, service areas, or waste stream supplies of any current solid waste disposal facility. However, the West Old Town landfill will be operated to help address future disposal needs of the state as the current providers of disposal are phased out.

Table 6 on the following page illustrates the implementation schedule for NEWSM's proposal.

EXHIBIT 5

From: John Farese <jfarese@wtienergy.com>

Date: February 17, 2018 at 1:20:53 PM EST

To: Brian Oliver <Brian.Oliver@casella.com>

Subject: Re: Volumes

Brian thank you for asking but North Andover is currently at full capacity for 2018 and beyond. We might have some capacity in 2022 but right now I have no idea what the rate could be.

On Feb 17, 2018, at 10:13 AM, Brian Oliver <Brian.Oliver@casella.com> wrote:

John do you have capacity at your Wheelabrator north Andover facility for 81,800 tons per year of MSW on a non-interruptible basis for a five-year period beginning April 1 of this year?

Date: February 22, 2018 at 12:24:02 PM EST

To: Brian Oliver <Brian.Oliver@casella.com>

Cc: "Peterson,Scott" <SPeterson@covanta.com>, "Lyons,Thomas" <TLyons2@covanta.com>,
"O'Connor,Richard" <ROConnor@covanta.com>

Subject: Haverhill EFW

Brian - Thank you for asking me to look at the availability of 85,000 tons annually originating from Maine into our Haverhill MA EFW asset.

After careful review of our current commitments and capacity in the market, I feel that could we conceivably contract for the 5 year period suggested in your original request.

However, the pricing associated would be approx. [REDACTED] per ton with an annual escalation of a minimum 4% per year based upon a 5 year agreement.

Should you wish to move forward in discussing further based upon the aforementioned framework, please reach out to me directly.

Mark Van Weelden

Business Manager - Boston

Haverhill Resorce Recovery Facility

Danvers Transfer Station, Lynn Transfer Station

COVANTA

Powering Today. Protecting Tomorrow.

100 Recovery Way
Haverhill, MA 01835

Tel: 978-241-3044

Fax: 978-372-4280

Cell: 978-701-4582

Email: Mvanweelden@covanta.com

<http://covanta.com>

[EfW Video](#)

Reduce. Reuse. Recycle. Recover Energy-from-Waste.

Please consider the environment before printing this email

CONFIDENTIALITY NOTICE The information contained in this communication is confidential, may constitute inside information, may be attorney-client privileged and is intended only for the use of the named recipient. If the reader of this e-mail message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone at 207-791-2381.

EXHIBIT 6

Coastal Resources of Maine LLC
1450 South Rolling Road
Baltimore, MD 21227

February 20th, 2018

Ms. Kathy Tarbuck, Project Manager
Maine Department of Environmental Protection
17 State House Station
Augusta, Maine 04333-0017

Re: Follow up from meeting 2/16/18

Dear Ms. Tarbuck:

This letter is intended to memorialize certain statements made at our meeting of February 16th 2018 wherein Coastal Resources of Maine LLC [“CRM”] and the Municipal Review Committee [“MRC”] expressed concern that there may be insufficient available disposal infrastructure to bridge the period between the end of the existing contract between Penobscot Energy Recovery Corporation [“PERC”] and MRC, and the commissioning and operation of the CRM/Fiberight Hampden processing facility.

CRM’s intent is to commission its MRF in Q2 2018, ramping up to approximately 55,000 equivalent annual tons when fully commissioned. In parallel with the MRF commissioning we will be constructing the downstream processing elements of the facility, including anaerobic digestion, which take longer to construct. We anticipate having the plant fully commissioned in Q4 2018, at which time we will process the entire 105,000 tons committed to the project by MRC.

It is CRM’s further intent to take several months to shake-down and optimize the facility, thus we anticipate a 3rd ramp-up in Q1-2 2019 at which time we will commence accepting waste from Casella and other 3rd parties. If and to the extent the MRC elects to bring additional tons from communities who may elect to re-sign with MRC, CRM would incorporate such new tonnage as directed by MRC.

The MRC had prepared for the eventuality that the CRM Facility might not be ready to accept MSW by April 1, 2018. In particular, in 2015, the MRC and Waste Management, Inc. [“WM”] had entered into an agreement pursuant to which, in the event the CRM Facility in Hampden could not accept MSW as of April 1, 2018, such MSW would be delivered to the Crossroads Landfill for

disposal. At that time it was recognized that practically, MSW could not be delivered directly to the Crossroads Landfill from certain MRC communities (e.g., Bangor, Brewer).

These communities are close to the Coastal facility in Hampden, but remote from the Crossroads Landfill in Norridgewock. Further, the prevailing MSW collection method in these communities is by packer truck or other small vehicles not intended to travel significant highway distances to remote disposal facilities. Notwithstanding increased costs, the current level of collection infrastructure available to these communities is insufficient to both collect waste and deliver it to Crossroads; adequate new assets cannot be placed into service by April 2018 to remedy this critical concern. Thus, the WM agreement contemplated being able to use the Coastal Facility or adjacent areas on the site as a transfer station where MSW could be accepted from such MRC communities and transferred to trailers for delivery to the Crossroads Landfill.

Through subsequent events, it became evident that the Coastal Facility and site could not be used as a transfer station as originally anticipated, for reasons that include, among other things, opposition from the Town of Hampden to such use. Therefore, in January 2018 the MRC, in cooperation with CRM, entered into an agreement with PERC. In this agreement PERC committed to accept and process MSW delivered to it from certain MRC member communities over the period commencing April 2nd 2018 and continuing until the CRM Facility would be able to accept such MSW (such period being known as the "Bridge Period"). The MRC saw the agreement with PERC as an alternative way to manage MSW from member communities that could not deliver MSW directly to the Crossroads Landfill during the Bridge Period, but could deliver MSW to the PERC Facility if the Coastal Facility could not be used as a transfer station.

This agreement does not allow MRC to direct MSW to the PERC Facility however unless certain conditions are satisfied, to wit;

- 1) **WM provides its consent to have such MSW delivered to the PERC Facility rather than to the Crossroads Landfill.** As of this time, WM has not provided such consent, and there can be no guarantee that they will do so. Efforts to obtain this consent are ongoing.
- 2) **The PERC Facility is able to accept and process the delivered MSW.** PERC has represented to the MRC and CRM that it intends to make substantial changes in the operating procedures for the PERC Facility, which include (a) ending the removal of glass and grit from shredded MSW before it enters the boilers; (b) deferring or skipping the normal boiler maintenance procedures that had been performed annually during the winter months over the past 30 years; and (c) varying the rate of MSW combustion in the boilers to maximize output during periods of elevated electricity prices (known as "hot cycling"). If the MRC directs MSW to the PERC Facility, then the MRC benefits from having an outlet during the Bridge Period for MSW from Bangor and Brewer and other communities

that cannot deliver it directly to the Crossroads landfill, and PERC benefits from having additional MSW on which to test and successfully implement its revised operating procedures. However, if the changes in PERC's approach to operating its facility are not technically successful or sustainable, or if PERC is unable to secure tonnage on terms that enable it to continue operations, it may be forced to close. In the case of a PERC closure, then the MRC and CRM would need to find an alternative method for accepting and managing the MSW from the MRC members that cannot deliver their MSW directly to the Crossroads Landfill.

- 3) **PERC not operating solely as a transfer station.** The contract between MRC, CRM and PERC, provides that PERC is obligated to demonstrate to the MRC and CRM that MSW is indeed being processed in order to qualify for receipt of the negotiated processing tip fee. Therefore, there is no financial incentive for PERC to accept MSW that it could not process. In a condition where PERC is unable to process the MSW that it accepts, but seeks to transfer the MSW to a facility other than the Crossroads Landfill, then the MRC and CRM would need to find an alternative method for accepting and managing the MSW from the MRC members that cannot deliver their MSW directly to the Crossroads Landfill.

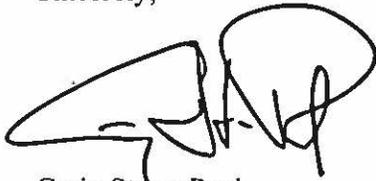
In the event the conditions to the agreement with PERC are not satisfied, the MRC and CRM have negotiated the terms of a backup agreement with Casella and WM to implement a "waste swap". The waste swap contemplates that (a) the MRC would direct certain MSW to the Juniper Ridge Landfill for disposal; (b) Casella would direct a like amount of MSW to the Crossroads Landfill from its transfer stations; (c) the parties would conduct financial arrangements as if the MSW from the MRC is sent to the Crossroads Landfill, the MSW from Casella is sent to the Juniper Ridge landfill, and the savings in transportation costs are shared in a pre-determined way.

Note that the swap agreement cannot be implemented unless the Juniper Ridge Landfill is permitted to accept MSW for disposal after March 31, 2018. Such acceptance is not allowed under the existing permits, but would be allowed if the Maine DEP approves NEWSME's pending application to amend the license for the Juniper Ridge Landfill to enable it to accept MSW into the existing disposal cells after April 1, 2018.

From the above, it follows that the swap is a critical part of the plan for managing MSW from certain MRC member communities during the Bridge Period. If for any reason PERC is unable to process waste after April 2nd 2018, and the swap has not been approved, then there will be no feasible options left for managing MSW from certain MRC member communities. The MSW will have nowhere to go. Further, if this waste is directed to Crossroads as the only feasible disposal option, there are insufficient collection and transfer infrastructure assets available to handle the additional travel time required. MSW may go uncollected.

CRM believes that such scenarios are unacceptable and that the Maine DEP should prioritize steps to ensure this scenario cannot occur. Accordingly, so as to provide a critical backup to the MRC communities, we respectfully request that the Maine DEP approve at least those elements of NEWSME's pending application to amend the license for the Juniper Ridge Landfill that would enable it to accept MSW into the existing disposal cells after April 1, 2018, as required to implement the swap agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Stuart Paul', with a large, stylized loop at the end.

Craig Stuart Paul

Manager, Coastal Resources of Maine LLC
CEO Fiberight LLC

EXHIBIT 7

| Facility | 2014 | | | 2015 | | | 2016 | | |
|---|----------------------------|--|---------------------------|----------------------------|--|---------------------------|----------------------------|--|---------------------------|
| | Tons Received ¹ | Volume Consumed (Cubic Yards) ¹ | Compaction Rate (Tons/CY) | Tons Received ¹ | Volume Consumed (Cubic Yards) ¹ | Compaction Rate (Tons/CY) | Tons Received ² | Volume Consumed (Cubic Yards) ² | Compaction Rate (Tons/CY) |
| Augusta (Hatch Hill) | 35,848 | 59,500 | 0.60 | 35,419 | 48,170 | 0.74 | 34,612 | Not Available ² | -- |
| Bath | 15,577 | 31,500 | 0.49 | 15,767 | 50,200 | 0.31 | 10,746 | 53,400 | 0.20 |
| Brunswick | 4,302 | 9,600 | 0.45 | 4,598 | 10,808 | 0.43 | 4,680 | 8,570 | 0.55 |
| Presque-Isle | 12,104 | 14,508 | 0.83 | 13,864 | 12,721 | 1.09 | 10,703 | 13,551 | 0.79 |
| Tri-Community | 19,702 | 34,594 | 0.57 | 29,104 | 41,091 | 0.71 | 23,907 | 35,561 | 0.67 |
| Municipal Landfill Average³ | 17,507 | 29,940 | 0.58 | 19,750 | 32,598 | 0.61 | 12,509 | 27,771 | 0.45 |
| Juniper Ridge | 629,021 | 733,400 | 0.86 | 631,762 | 714,803 | 0.88 | 670,900 | 744,393 | 0.90 |

⁽¹⁾ Source: Table 5, Maine Solid Waste Generation and Disposal Capacity Report: Calendar Years 2014 & 2015

⁽²⁾ Source: 2016 MEDEP Submitted Annual Reports Submitted for each Facility

⁽³⁾ Only Municipal Landfills that accepted MSW in 2014, 2015, & 2016 are included

EXHIBIT 8

**Summary of ecomaine Data on MSW Received and Backhauling
of MSW from Landfill to Incinerator**

| Years | Reported Total Waste Received at ecomaine Incinerator¹ (tons) | Reported Total MSW Received at Landfill² (tons) | Reported Backhauled MSW³ (tons) | Net MSW Landfilled⁴ (tons) |
|--|---|---|---|--|
| 2013 | 180,245 | 2,546 | 6,227 | -3,681 |
| 2014 | 184,780 | 11,460 | 5,132 | 6,328 |
| 2015 | 191,419 | 15,472 | 10,148 | 5,324 |
| 2016 | 184,812 | 2,673 | 8,143 | -5,470 |
| 1. Values Reported in ecomaine's Annual Solid Waste Incinerator Reports | | | | |
| 2. Values Reported in ecomaine's Annual Reports for ecomaine Landfill | | | | |
| 3. Values Reported in ecomaine's Annual Solid Waste Incinerator Reports | | | | |
| 4 Calculated value from reported MSW received minus reported backhauled | | | | |

EXHIBIT 9

From: Donna Coleman <dcoleman@oceansiderubbishinc.com>

Date: February 19, 2018 at 2:47:52 PM EST

To: "brian.oliver@casella.com" <brian.oliver@casella.com>

Subject: Disposal Capacity

Mr. Oliver,

I write to you today seeking 15,000 to 22,000 tons of capacity at your disposal site. I have been recently told verbally from Eco Maine that they will not be renewing spot market capacity since they have taken towns that formally would be going to the PERC facility and that they have bypass capacity in the landfill if they ever need it. Please contact me at your earliest convenience to discuss this. Thank you.

Sincerely,

Karl Ekstedt

President / Owner

Oceanside Rubbish, Inc.

Waste Recycling Tech.



Troiano Waste Services

P O Box 3541
Portland, Maine 04104-3541
Telephone: 207-767-2070
FAX 207-767-6156

February 22, 2018

Brian Oliver
Casella Waste Systems, Inc
110 Main St Suite 1308
Saco, Me 04072

Dear Brian

It was a pleasure talking to you last week in regards to my upcoming issue with waste capacity needs at ECOMaine. As I told you our contract with ECOMaine for spot waste is expiring on April 1st of this year. This has been a contract that Troiano Waste Services has had for many years. It was a huge surprise to us that they will no longer have the capacity/need for our waste from outside the greater Portland region. We at Troiano have always appreciated the relationship that we have had with Casella waste and the help you have given us over the years for our disposal needs. I am in hopes that you will have some capacity at Juniper Ridge to help fill our void in disposal capacity for the upcoming years. Please let me know if you can help us out with the situation we are in and find us a home for the excess MSW waste that Troiano Waste Hauls.

Our expiring contract was for 6,000 tons per year, and we estimate from April 1st 2017 to March 31, 2018 our total delivered tons will be approximately 6,600. Given the growth in our company over the last year we are estimating a need going forward of around 8,000 tons. If you have any questions about the increase in our capacity needs or our contract that is expiring please do not hesitate to reach out to me.

I look forward to hearing back from you.

Sincerely

TJ Troiano
C.O.O.
Troiano Waste Services, Inc

EXHIBIT 10

AGREEMENT FOR WASTE DISPOSAL SERVICES

This COMMERCIAL AGREEMENT FOR WASTE DISPOSAL SERVICES (this “**Agreement**”) is made by and between Pine Tree Waste, Inc. a Maine Corporation (hereinafter “**Pine Tree**”) and Coastal Resources of Maine LLC, a Maine Limited Liability Company (hereinafter “**CRM**”), each a “**Party**” and collectively the “**Parties**”.

WHEREAS, Pine Tree has a desire to dispose of solid waste from commercial sources that Pine Tree collects through services it provides in certain Maine municipalities identified below; and

WHEREAS, CRM is under contract with Municipal Review Committee, Inc. (“**MRC**”) to receive solid waste at an advanced waste processing facility to be located in Hampden, Maine (the “**Facility**”), and wishes to accept said solid waste from Pine Tree;

WHEREAS, no part of this agreement shall interfere with, or preclude Acceptable Waste (as defined below) from being delivered to the Facility by Pine Tree if required by enacted flow control ordinance, or as otherwise lawfully directed by municipal entities.

WHEREAS, Pine Tree seeks support from CRM and MRC to provide reasonable public support for an affiliate of Pine Tree, NEWSME, to modify its existing license to allow certain disposal of municipal solid waste (“**MSW**”) at the Juniper Ridge Landfill, which is operated by NEWSME (the “**Juniper Ridge Modifications**”), and to support expansion of the Juniper Ridge Landfill consistent with the hierarchy of disposal methods for MSW management in Maine;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows on the following terms and conditions:

1. DEFINITIONS

“**Acceptable Waste**” means all Commercial Waste and Residential Waste that is not Unacceptable Waste.

“**Category 1 Waste**” means Commercial Waste collected by Pine Tree from commercial businesses operating within a geographical area as further defined by map reproduced in Exhibit B the (“**Category 1 Region**”). As of the effective date, Pine Tree estimates that Category 1 Waste will total approximately 20,000 tons per annum. Certain Category 1 Waste tip fees, as delivered from the municipalities of Bangor, Orono, Brewer and Hampden, will be billed directly to these towns by CRM, at CRM’s discretion. These four municipalities will then bill Pine Tree the Category 1 tip fee further described below. Other municipalities may be added to the forgoing list when and if waste disposal contracts, which may or may not be subject to Flow Control Requirements, become effective between such additional municipalities and CRM.

“**Category 2 Waste**” means Commercial Waste originating from the West Bath and Waterville Transfer Stations. As of the effective date, it is estimated that Category 2 Waste will total approximately 20,000 tons per annum.

“Commercial Waste” means Acceptable Waste comprising solid materials with insufficient liquid content to be free-flowing which are of no value to the immediate source from which they emanate as evidenced by their disposal, discard, or abandonment without consideration in return including, but not limited to, institutional, commercial and industrial wastes, all as may be defined or limited by applicable federal, state and local laws, ordinances, permits, regulations, licenses, approvals, and restrictions. Commercial Waste does not include Residential Waste.

“Effective Date” means the later of (a) April 1, 2018, and (b) the date when CRM provides written notice to Pine Tree that it is able to accept waste, which notice shall be provided no later than the “Commercial Operation Date” as defined in the Site Lease between Municipal Review Committee, Inc., CRM and Fiberright LLC, dated as of August 17, 2017, as amended to the date hereof. If CRM enters in to a contract with PERC to process Commercial Waste prior to the Commercial Operation Date, upon notice by CRM the Parties may mutually agree to alter the definition of the Effective Date.

“Pine Tree Bypass Waste” means all Category 1 Waste and Category 2 Waste that may be disposed of at a facility of Pine Tree’s choice and in its sole discretion as bypass municipal solid waste, provided however that CRM has issued a written notice of bypass as further defined herein.

“Residential Waste” means MSW collected from single and multi-family homes via agreement with the homeowner or through a community wide agreement with the municipality.

“Unacceptable Waste” is defined in Exhibit C.

Other terms used in this Agreement are defined herein.

2. DISPOSAL OF ACCEPTABLE WASTE

Commencing upon the Effective Date, Pine Tree shall deliver to CRM, and CRM shall accept, Category 1 and 2 Commercial Waste. Pine Tree may deliver additional Commercial Waste from other packer or rolloff sources in its discretion. All such additional Commercial Waste volumes shall be charged the Category 1 Waste tip fee unless otherwise agreed upon in writing by the Parties. Pine Tree shall provide or be responsible for providing to CRM all appropriate manifesting for Commercial Waste delivered to the Facility if required.

Pine Tree agrees to deliver all Category 1 Waste that is collected by Pine Tree (or affiliated companies) in the Category One Region to the Facility, except in the event of a shutdown or suspension of operations of the Facility pursuant to a written Bypass Notice, and in conformity with the written request and instructions of CRM, in which case the material will be considered Pine Tree Bypass Waste.

If CRM is unable to accept Category 1 Waste or Category 2 Waste from Pine Tree, CRM shall have an obligation to notify Pine Tree immediately by providing Pine Tree with a written notice in the form attached as Exhibit D (a **“Bypass Notice”**). Upon receipt of a Bypass Notice, Pine Tree shall have the option to dispose of the applicable Category 1 Waste or Category 2 Waste at a facility of its choice and in its sole discretion, and the same shall be considered Pine Tree Bypass Waste. CRM agrees that if it needs to divert volumes of MSW from the Facility,

Category 1 Waste and Category 2 Waste from Pine Tree shall be the first volumes diverted by CRM.

Flow Control Requirements. If Pine Tree is directed to deliver Acceptable Waste to the Facility pursuant to applicable enacted flow control ordinances and CRM has contracted directly with the municipality enacting the applicable flow control ordinance, then Pine Tree will deliver to the Facility as directed and CRM may, at its discretion, invoice tip fees directly either to the MRC (if said municipality is a member of MRC) or the municipality enacting the applicable flow control ordinance. CRM's obligation to receive such Acceptable Waste shall be contingent on its entering into such a contractual obligation.

2.1 Fees.

Pine Tree agrees to pay CRM disposal fees for Category 1 Waste at a rate of [REDACTED] per ton inclusive of any surcharges or fees imposed on Commercial Waste by any governmental entity, including, without limitation, any MRC municipality. CRM agrees that this price is, and shall remain, less than the rate being offered to any other commercial hauler in the Category 1 Region. Should it be necessary, contractually allowed, and appropriate for CRM to direct by-passed non-Pine Tree Commercial or Residential Waste from their Facility to Juniper Ridge Landfill ("JRL"), CRM agrees to pay [REDACTED] per ton.

Pine Tree agrees to pay CRM disposal fees for Category 2 Waste at an agreed upon rate of [REDACTED] per ton. Pine Tree agrees to use commercially reasonable efforts to provide CRM-requested volumes of Category 2 Waste as required.

Such prices may be increased at an annual rate equivalent to the increase in the Northeast All-Items CPI-U over the preceding twelve (12) months, not to exceed three percent (3%), effective on each anniversary of the Effective Date.

2.2 Payment. All invoices shall be due and payable on a strict net thirty (30) days from date of invoice basis.

2.3 Hours of Operation.

a. Regular hours of operation at the Facility are Monday through Friday, 6 AM – 6 PM; and Saturday 6 AM – 12 PM. These hours may be changed with prior notice to Pine Tree.

b. The Facility will not be open on the following major holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Other closures may be observed at the Facility with notice to Pine Tree.

2.4 Access. CRM grants Pine Tree and its agents, reasonable access to the Facility for the limited purposes of complying with Pine Tree's obligations under this Agreement. Pine Tree shall comply, and shall be responsible for the compliance of all of its agents, with all applicable laws and regulations, as well as all of CRM's safety rules and regulations at the

Facility. CRM will post or provide Pine Tree with a copy of such safety rules and regulations, as appropriate.

3. TERM

The initial term of this Agreement shall commence on the Effective Date and shall extend for Eight (8) years, or co-terminus with the duration of approval to take no less than 81,800 tons per year of Maine MSW at JRL, whichever is shorter, unless this Agreement is earlier terminated as hereinafter provided.

4. WARRANTIES AND COVENANTS

4.1 Warranties and Covenants of Pine Tree.

a. Pine Tree represents and warrants that (i) all Commercial Waste delivered to the Facility shall originate from Pine Tree's Commercial Waste accounts; (ii) the Commercial Waste shall comply with all applicable requirements under federal, state or local laws and regulations, including, but not limited to, the Maine and the Federal Resource Conservation and Recovery Act of 1976 (all as amended) and all applicable regulations thereunder; and (iii) no change shall be made to the composition of such Commercial Waste unless agreed to in writing by CRM.

b. Pine Tree shall not include any Unacceptable Waste in any shipment.

c. Pine Tree shall provide immediate oral notice and confirming written notice within twenty-four (24) hours of its awareness of the possibility that Unacceptable Waste may be contained in any delivery, irrespective of amount.

d. Pine Tree shall maintain the required insurance described in this Section 4.1.(d) and provide CRM with certificates of insurance establishing that Pine Tree has obtained and is maintaining the policies. Insurance requirements include:

i. All policies shall be written by insurers with a rating of "A-" or better, with a minimum size rating of "X" by Best's Insurance Guide and Key Ratings;

ii. All policies shall be primary and contain a waiver of subrogation clause in favor of CRM and include CRM as Additional Insured (except workers' compensation);

iii. Workers' compensation with statutory limits of liability, and employer's liability with a limit of not less than \$1,000,000;

iv. Automobile liability insurance including coverage for owned, leased, non-owned and hired automobiles (as applicable) for both bodily injury and property damage in accordance with statutory legal requirements with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. The coverage shall be no less broad than the current ISO Business Auto coverage form CA 00 02 with a truckers endorsement CA 23 20 attached or ISO Motor Carrier coverage form CA 00 20. Such automobile liability insurance policy (regardless of form ISO coverage form used) shall not contain any

exclusion for related to the hauling services provided nor the MSW or Hazardous Waste being transported to or from the Project and shall be endorsed to include ISO coverage form CA 99 48 with respect to pollution liability.

v. Commercial general liability insurance, written on an “occurrence” form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal injury, with limits of no less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and \$2,000,000 in the aggregate.

vi. Umbrella or excess liability insurance of not less than \$5,000,000 per occurrence and annual aggregate. Coverages shall be on an occurrence form and over and above coverage provided by the policies described in Section 4.1 (d), iii (with respect to employer’s liability), iv, and v.

4.2 Warranties and Covenants of CRM.

a. CRM represents and warrants that its operations of the Facility shall comply with all applicable requirements under federal, state or local laws and regulations, including, but not limited to, the Maine and the Federal Resource Conservation and Recovery Act of 1976 (all as amended) and all applicable regulations thereunder.

b. CRM shall not knowingly intermingle any Commercial Waste delivered to the Facility by Pine Tree with any Unacceptable Waste.

c. CRM shall provide immediate oral notice and confirming written notice within twenty-four (24) hours of its awareness of the possibility that Unacceptable Waste was contained in any delivery from Pine Tree or was deposited with Commercial Waste delivered by Pine Tree.

d. CRM shall maintain the required insurance described in this Section 4.2.(d) and provide Pine Tree with certificates of insurance establishing that CRM has obtained and is maintaining the policies. Insurance requirements include:

i. All policies shall be written by insurers with a rating of “A-” or better, with a minimum size rating of “X” by Best's Insurance Guide and Key Ratings;

ii. All policies shall be primary and contain a waiver of subrogation clause in favor of CRM and include CRM as Additional Insured (except workers’ compensation);

iii. Workers’ compensation with statutory limits of liability, and employer’s liability with a limit of not less than \$1,000,000;

iv. Automobile liability insurance including coverage for owned, leased, non-owned and hired automobiles (as applicable) for both bodily injury and property damage in accordance with statutory legal requirements with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. The coverage shall be no less broad than the current ISO Business Auto coverage form CA 00 02 with a truckers

endorsement CA 23 20 attached or ISO Motor Carrier coverage form CA 00 20. Such automobile liability insurance policy (regardless of form ISO coverage form used) shall not contain any exclusion for related to the hauling services provided nor the MSW or Hazardous Waste being transported to or from the Project and shall be endorsed to include ISO coverage form CA 99 48 with respect to pollution liability.

v. Commercial general liability insurance, written on an “occurrence” form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal injury, with limits of no less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and \$2,000,000 in the aggregate.

vi. Umbrella or excess liability insurance of not less than \$5,000,000 per occurrence and annual aggregate. Coverages shall be on an occurrence form and over and above coverage provided by the policies described in Section 4.1 (d), iii (with respect to employer’s liability), iv, and v.

e. Each Party shall be fully responsible for the actions or omissions of its employees, contractors and agents and covenants that they shall (i) perform their obligations in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services; (ii) comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws; and (iii) have all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform services hereunder. Upon request of Pine Tree, CRM shall furnish copies and/or evidence thereof to Pine Tree. Upon request of CRM, Pine Tree shall furnish copies and/or evidence thereof to CRM.

f. Support for JRL MSW Application. CRM, shall provide reasonable public support, and provide commercially reasonable efforts to secure the cooperation of MRC to provide similar public support, for an affiliate of Pine Tree’s efforts to amend the 2013 Juniper Ridge Landfill MSW permit (#S-020700-WD-BC-a) as part of the overall integrated solid waste management system for the State of Maine and consistent with the State of Maine Solid Waste Hierarchy in effect as of the date of this Agreement. Such amendment is being requested pursuant to the terms of the pending application which will allow municipal solid waste to continue to be disposed of at the Juniper Ridge Landfill after March 31, 2018. Such reasonable public support shall include, without limitation, the (1) attendance at and support of such expansion efforts at as many public hearings as the representatives of MRC can reasonably attend, (2) the delivery of a reasonable number of supportive communications with legislators, the Commissioner of the Maine Department of Environmental Protection, the staff of the Governor of Maine and with officials and administrative bodies of the relevant localities. CRM shall not make any statements that are, in any material respect, inconsistent with the MSW amendment application. Notwithstanding the foregoing, Pine Tree acknowledges and agrees that the terms of this Agreement shall not and cannot limit each MRC member from expressing its individual opinion as to the Juniper Ridge Permit Application.

g. Agreement Respecting Commercial Waste. Neither Pine Tree nor any Affiliate shall deliver Category 1 Waste to any facility other than the Facility, nor directly or indirectly divert or cause to be diverted, or encourage or promote any other party to divert or cause to be diverted Category 1 Waste to any facility that is not the Facility, except in the event of a shutdown or suspension of operations of the Facility in conformity with the written request and instructions of CRM, or otherwise in conformity with the written request and instructions of CRM. If Pine Tree materially violates the terms of this Section, such violation shall be deemed to be an event of default hereunder. For purposes of this provision, a nonmaterial violation shall be one that is both nonrecurring and inconsequential to CRM.

The parties understand and agree that the effectiveness of this Agreement is contingent on receipt by the JRL of the MSW permit for a minimum of 81,800 tons per year no later than March 31, 2018.

4.3 The warranties and covenants of this Section 4 shall survive the expiration or termination of this Agreement indefinitely.

5. NOTICES.

All notices to be given to Pine Tree or CRM shall be in writing and delivered personally, or shall be mailed by U.S. Express Mail, certified mail, return receipt requested or a reputable overnight courier as follows:

Pine Tree Pine Tree Waste, Inc.
110 Main Street, Suite 1308
Saco, Maine 04072
Attn: Brian Oliver

With a copy to Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: General Counsel

CRM Coastal Resources of Maine LLC
1450 Rolling Road
Baltimore, MD 21227
Attn: Craig Stuart-Paul
craigsp@fiberight.com

With a copy to Ultra Capital, LLC
473 Jackson Street
San Francisco, CA 94111
Attn: Asset Management
notices@ultracapital.com

6. STANDARD TERMS AND CONDITIONS.

Standard Terms and Conditions are attached hereto as Exhibit A and are incorporated herein in their entirety. In the event of any conflict between the terms contained in this Agreement and the terms within Attachment A, the former shall govern.

7. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

8. COLLATERAL ASSIGNMENT.

Pine Tree agrees that CRM may assign this Agreement as collateral security to entities providing financing for to CRM or their representatives or agents in connection with the financing of the Facility. Pine Tree shall, promptly upon the request of CRM, execute an

Agreement and Acknowledgement of Contract Assignment, substantially in the form attached hereto as Exhibit E.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth above.

Pine Tree Waste, Inc.

Coastal Resources of Maine LLC

By:



By: Fiberight LLC, its Manager



Name:

Brian Oliver

Name: Craig Stuart-Paul

Title:

Vice President

Title: CEO

Date:

11/10/17

Date: 11/10/17

EXHIBIT A
STANDARD TERMS & CONDITIONS

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Maine except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Penobscot County, Maine.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

EXHIBIT A
STANDARD TERMS & CONDITIONS

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated

- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

EXHIBIT A
STANDARD TERMS & CONDITIONS

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Indemnification

Mutual Indemnity.

a. Each of the parties (each, an "Indemnifying Party"), to the fullest extent allowed by law, shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Party) and hold harmless the other party and any director, officer, affiliate or elected or appointed officials of the other party (each, an "Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney's fees, penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in this Agreement; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement, or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors; to the extent not waived by the other party, in each case.

b. The indemnification obligations of the parties under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the parties and (i) with regard to claims arising in contract, shall expire, as to each party, six (6) years from the date of expiration or termination of this Agreement, and (ii) with regard to claims arising in tort or otherwise, shall expire three (3) years from the date of expiration or termination of this Agreement.

Third Party Claims.

a. The Indemnified Party seeking indemnification under this Agreement shall promptly notify the party against whom indemnification is sought of the assertion of any claim, or the commencement of any action, suit or proceeding by any third party, in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of or assertion of any claim, action, suit or proceeding by a third party in respect of which indemnity may be sought hereunder (a "Third-Party Claim"), to assume the defense and control the settlement of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party.

b. The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third-Party Claim that the other is defending, as provided in this Agreement.

c. The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, shall not consent to a settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld) unless

EXHIBIT A
STANDARD TERMS & CONDITIONS

such settlement or judgment relates solely to monetary damages. The Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any compromise or settlement that (i) commits the Indemnified Party to take, or to forbear to take, any action, or (ii) does not provide for a complete release and, if applicable, covenant not to sue by such third party of the Indemnified Party.

EXHIBIT B
CATEGORY 1 REGION

Bangor, Ellsworth, Brewer, Orono, Belfast, Hampden, Hermon, Old Town, Bucksport, Searsport, Lamoine, Holden, Bar Harbor, Orrington, Orland, Milford, Hancock, Castine, Winterport, Veazie, Trenton, Eddington, Northport, Kenduskeag, Glenburn.

EXHIBIT C
UNACCEPTABLE WASTE

Unacceptable Waste means and includes, without limitation:

1. demolition or construction debris from building and roadway projects or locations;
2. liquid wastes or sludges;
3. abandoned or junk vehicles and car parts, but excluding small quantities of tires accepted by agreement with CRM;
4. Hazardous Waste, Flammable Waste and radioactive wastes or substances;
5. Infectious or Biological Waste, or other pathological, hospital or laboratory wastes or substances;
6. water treatment facility residues;
7. tree stumps;
8. tannery sludge;
9. waste oil, lubricants or fuels, including gasoline and propane;
10. discarded "white goods", including bulky items such as washing machines and dryers, and items such as freezers, refrigerators, air conditioners that contain ozone depleting substances such as Chlorofluorocarbons (CFCs) and Hydro chlorofluorocarbons (HCFCs) with common names such as "Freon" and Refrigerants ("R-12");
11. any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the Facility under any applicable federal, state or local laws, ordinances, rules, regulations, permits, approvals or restrictions;
12. waste that, in the reasonable judgment of CRM based on a visual inspection at the time of delivery, could, if processed, result in damage to the Facility, interruption of normal Facility operations or extraordinary processing or maintenance costs, would require special handling outside the normal course or present an endangerment to the Facility, the public health or safety, or the environment.

"Flammable Waste" means waste classified as Class 1 Explosives (49 CFR § 173.50), Class 2.1 Flammable Gas (49 CFR § 173.115(a)), Class 3 Flammable Liquids (49 CFR § 173.12(1)), Class 4 Flammable Solids (49 CFR § 173.124), or Class 5 Oxidizers 49 CFR § 173.127 under Maine Department of Transportation regulations or as flammable, combustible, or explosive under U.S. Department of Labor, Occupational Safety and Health Administration regulations (29 CFR Part 1910 Subpart H), or any waste that is explosive or highly flammable, combustible, or combustion-inducing, whether in liquid, solid or gaseous form and whether contained or uncontained, including but not limited to explosives, fuels, and munitions.

"Hazardous Waste" means waste that, by reason of its composition or characteristic, is toxic or hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C 6900 et.seq., or the Resource Conservation and Recovery Act, 42 USC 2 §6903 (5), in either case as replaced, amended, expanded or supplemented, and regulations interpreting such acts, or in 38 M.R.S. §1303-C(15), and regulations interpreting such statute, as any of the foregoing may be amended from time to time and other hazardous wastes of any kind or nature, such as radioactive materials or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended, cleaning fluids, crankcase oils, cutting oils, liquid solvents, paints, acids, caustics, poisons, pesticides, insecticides, or drugs but shall not include de minimis amounts of consumer products used for household purposes and typically included in household waste in compliance with applicable law. If any governmental agency or unit having appropriate jurisdiction shall determine that certain chemicals or other substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, such chemicals or other substances shall be Hazardous Waste.

EXHIBIT C
UNACCEPTABLE WASTE

“Infectious or Biological Waste” means (i) such waste as defined from time to time by local regulations and ordinances, state or federal law, including county regulations and laws of the State of Maine, as infectious, including, but not limited to, laboratory waste, blood, regulated body fluids, sharps, research animal wastes, and human tissues and body parts removed accidentally or during surgery or autopsy and intended for disposal; and (ii) pathological, biomedical and biological waste; sanitary sewage and other highly diluted water-carried materials or substances including silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under Section 402 of the Federal ‘Water Pollution Act, as amended, and dissolved materials in irrigation return flows; human or animal waste; sludge, including sewage sludge and septic and cesspool pump outs; and human and animal remains.

**EXHIBIT D
FORM OF BYPASS NOTICE**

BYPASS NOTICE

FROM: Coastal Resources of Maine LLC

TO: Pine Tree Waste, Inc.

DATE: _____

In accordance with the Agreement for Waste Disposal Services by and between CRM and Pine Tree, dated November 13, 2017, this notice is to serve as authorization that the Facility is unable to accept MSW normally delivered, and Pine Tree has the option to dispose of the applicable Category 1 Waste or Category 2 Waste at a facility of its choice and in its sole discretion.

BYPASS PERIOD

FROM: _____

TO: _____

REASON FOR BYPASS:

CRM / Facility is obligated to inform Pine Tree in the event of a change in the stated bypass period.

This Bypass Notice shall be provided via e-mail from CRM designated management to Pine Tree designated management.

**AGREEMENT AND ACKNOWLEDGMENT OF
CONTRACT ASSIGNMENT (THIS “ACKNOWLEDGEMENT”)**

The undersigned hereby agrees, acknowledges and consents to the execution and delivery to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America, having an office at One Federal Street, Third Floor, Boston, Massachusetts, as Collateral Agent (the “**Collateral Agent**”) of that certain Borrower Assignment of Project Contracts, dated as of November 1, 2017 (the “**Assignment**”), by Coastal Resources LLC, a Delaware limited liability company (the “**Borrower**”) to the Collateral Agent, and the collateral pledge and assignment under the Assignment to the Collateral Agent by the Borrower of all of its right, title and interest in and to that certain contract described in Schedule 1 attached hereto (the “**Pledged Contract**”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Assignment.

The undersigned hereby (a) acknowledges and consents to the Assignment and the collateral pledge and assignment by the Borrower of all of its right, title and interest under the Pledged Contract to the Collateral Agent as provided in the Assignment, (b) acknowledges and agrees that the Collateral Agent is not liable or responsible for any of the obligations and duties of the Borrower under the Pledged Contract unless the Collateral Agent assumes in writing the obligations of the Borrower under the Pledged Contract, and (c) acknowledges and agrees that the Collateral Agent may enforce any and all of the Borrower’s rights against the undersigned under the provisions of the Pledged Contract. If the Collateral Agent pays and performs the obligations of the Borrower under the Pledged Contract, the undersigned shall accept such payment and performance in satisfaction of the Borrower’s obligations under the Pledged Contract, and will pay and perform its respective obligations thereunder. If the Collateral Agent shall assume in writing the rights and the obligations of the Borrower under the Pledged Contract, the Pledged Contract shall continue in full force as a direct contract between the undersigned and the Collateral Agent, and the respective rights and obligations of the undersigned and the Collateral Agent shall be the same as the respective rights and obligations of the undersigned and the Borrower as set forth in the Pledged Contract.

Upon the undersigned’s receipt of written notice from the Collateral Agent that there exists a default by the Borrower, on which notice the undersigned shall be entitled to rely, the undersigned shall cause its relevant books and records to reflect the assignment by the Borrower of the Pledged Contract to the Collateral Agent and agrees not to consent to or to permit any transfer of the Pledged Contract by the Borrower to a party other than the Collateral Agent or the designee of the Collateral Agent. The undersigned agrees that the Collateral Agent and/or its representatives may at any time during reasonable business hours inspect the books, records and properties of the undersigned relating to the Pledged Contract in connection with the Assignment.

Notwithstanding the security interest of the Collateral Agent in the Pledged Contract, the Collateral Agent shall have no obligation or liability whatsoever to the undersigned, or any partner, director, officer or member thereof, or any creditor or other person having any relationship, contractual or otherwise, with the undersigned, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of the Borrower under the Pledged Contract,

unless and until the Collateral Agent has assumed in writing the obligations or duties of the Borrower under the Pledged Contract, as described in the second paragraph above. The undersigned acknowledges that the security interest of the Collateral Agent in the Pledged Contract and all of the Collateral Agent's rights and remedies under the Assignment may be transferred or assigned by the Collateral Agent to the extent permitted and as required by the Assignment and the Collateral Agency Agreement. In the event of any such transfer or assignment, of which transfer or assignment the undersigned has received written notice from the Collateral Agent, including the identity and address for notice of such transferee, successor and/or assign, all of the provisions of this Acknowledgement shall inure to the benefit of the transferees, successors and/or assigns of the Collateral Agent. The provisions of this Acknowledgment shall likewise be binding upon any and all permitted transferees, successors and assigns of the undersigned.

The undersigned hereby agrees that it will comply with all written instructions originated by the Collateral Agent concerning the Pledged Contract, given in accordance with the Assignment, and that, after the undersigned's receipt of written notice from the Collateral Agent that there exists a default by the Borrower, on which notice the undersigned shall be entitled to rely, the Collateral Agent shall have all the rights and remedies provided in the Assignment.

The undersigned shall, from time to time, at the undersigned's expense, promptly execute and deliver such further instruments, documents and agreements, and perform such further acts as may be reasonably necessary or proper to carry out and effect the terms of the Assignment and this Acknowledgment.

This Acknowledgment is being given to induce the Collateral Agent to accept the Assignment and with the understanding that the Collateral Agent will rely hereon.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be duly executed and delivered.

Dated as of _____, 201_

By: _____

Name:

Title:

Exhibit E
Form of Acknowledgement and Agreement

Schedule 1

Commercial Agreement for Waste Disposal Services, dated November __, 2017, by and between Pine Tree Waste, Inc. and Coastal Resources of Maine LLC.

EXHIBIT 11

AGREEMENT FOR DISPOSAL SERVICES

This AGREEMENT FOR DISPOSAL SERVICES (this "Agreement"), dated as of January 29, 2018, is by and among Pine Tree Waste, Inc. a Maine corporation (hereinafter "Pine Tree"), NEWSME Landfill Operations LLC, a Maine limited liability company (hereinafter "NEWSME"), Maine Waste Processing LLC, a Minnesota limited liability company ("MWP") and Penobscot Energy Recovery Company, Limited Partnership, a Maine limited partnership (hereinafter, collectively with MWP, "PERC").

WHEREAS, MWPC has entered into the PERC Agreement; and

WHEREAS, through MWPC and the PERC Agreement, Pine Tree has a desire to dispose of solid waste that it collects through services it provides in certain communities at PERC's facility located in Orrington, Maine (the "PERC Facility"); and

WHEREAS, the PERC Facility is fully permitted to accept solid waste, and wishes to accept said solid waste from Pine Tree; and

WHEREAS, PERC wishes from time to time to dispose of certain materials at the Juniper Ridge Landfill facility operated by NEWSME (the "Landfill");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows on the following terms and conditions:

1. DEFINITIONS

"Acceptable Waste" shall mean Municipal Solid Waste in the case of deliveries by Pine Tree to PERC and PERC Ash; FEPR, OBW and Process Residuals in the case of deliveries by PERC to NEWSME. In no event shall Acceptable Waste mean or include Unacceptable Waste.

"CPI" means the Consumer Price Index for All Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated in writing by the parties hereto.

"FEPR" means the PERC Facility's front-end processing residue, which consists of glass and grit removed from Municipal Solid Waste as it is processed into fuel but excluding (i) such fuel; (ii) ferrous and non-ferrous materials separated and removed for recycling; and (iii) materials separated and removed from the Municipal Solid Waste prior to processing by virtue of being non-processable material.

"OBW" means the PERC Facility's non-processable/oversized and bulky waste, which includes materials not processable, oversized bulky items and all other materials separated and removed from Municipal Solid Waste prior to processing and requiring landfill disposal.

"PERC Agreement" means shall mean that certain Supply Agreement by and between MWPC and PERC.

"PERC Ash" means the PERC Facility's ash residue or residue remaining after the combustion of Municipal Solid Waste and other waste streams, including residual streams from the

Pine Tree and, in the event of such an extension, the prices set forth herein shall be increased by the percentage change in CPI between January 1, 2018 and January 1, 2019 and as of each subsequent January 1 by the percentage change in CPI over the immediately preceding year.

2.3 Fees.

Pine Tree agrees to pay MWPC the disposal fees as listed below for the delivery of Acceptable Waste to the PERC Facility pursuant to the terms of this Agreement (the "MWPC Tipping Fee"):

| <u>Category</u> | <u>Approximate Tons (Annual)</u> | <u>Price per Ton</u> |
|------------------------------|----------------------------------|----------------------|
| 1 Pine Tree Commercial Waste | 20,000 | ██████ |
| 2 Waterville/West Bath TS | 10,000 | ██████ |
| 3 Westbrook/Naples TS | 50,000 | ██████ |
| 4 Out of State Waste | 50,000 | ██████ |
| 5 OBW | TBD | TBD |

The approximate tonnage amounts listed above may be prorated for a partial year.

If PERC is unable to accept any Category of Waste noted above from Pine Tree, PERC has an obligation to notify Pine Tree immediately that it is unable to accept such waste and is electing to bypass it, the reason(s) for such decision and the expected duration of the bypass, and Pine Tree shall have the option to dispose of such waste at a facility of its choice and in its sole discretion as bypass municipal solid waste. PERC agrees that Categories 1 - 3 of Pine Tree Waste will be the first volume bypassed by the PERC Facility before any other deliveries of Municipal Solid Waste to the PERC Facility are bypassed.

Commencing upon the Effective Date of April 1, 2018, and extending through the earlier of (i) March 31, 2019 or (ii) the expiration, revocation or lapse of Pine Tree's authorization to accept no less than 81,800 tons per year of Municipal Solid Waste from Maine at the Landfill (the "Term"), unless earlier terminated as provided herein, Pine Tree shall exercise diligent, commercially reasonable efforts, to the extent not inconsistent with Pine Tree's current contractual obligations, to deliver to the PERC Facility, and PERC will accept, certain Acceptable Waste from Pine Tree in the approximate quantities set forth below. In the event and to the extent that (a) Pine Tree does not have other contractual obligations that are inconsistent with Pine Tree delivering Acceptable Waste to the PERC Facility, (b) PERC is able and willing to accept such Acceptable Waste from Pine Tree, and (c) nonetheless Pine Tree fails to deliver to PERC during the Term the estimated quantities of Category 1 and Category 2 Acceptable Waste set forth in Section 2.1, Pine Tree shall pay to PERC, no later than April 30, 2019, ██████ per ton of such shortfall. Such payment shall constitute liquidated damages, and shall represent Pine Tree's exclusive remedy with respect to any shortfall in deliveries of Acceptable Waste hereunder.

at the PERC Facility to determine the incoming Transportation Vehicle's gross truck weight. After being unloaded, but prior to departing from the PERC Facility, the incoming Transportation Vehicle shall be weighed empty at the PERC Facility to determine its tare weight (to the nearest hundredth of a ton). A multi-part weigh ticket shall be produced for each such incoming Transportation Vehicle which weigh ticket shall show (1) the incoming Transportation Vehicle's tare and gross truck weights, (2) the number of tons of Acceptable Waste being delivered to the PERC Facility by the incoming Transportation Vehicle (to the nearest hundredth of a ton), (3) the time of the delivery, and (4) the incoming Transportation Vehicle's vehicle identification number. The weigh ticket shall be signed by PERC's scale house operator and the driver of the incoming Transportation Vehicle. MWPC, PERC and the driver shall each receive a copy of the weigh ticket. PERC shall retain all weigh tickets for a period of not less than three (3) years. The weight record shall be used by MWPC as the basis for invoicing Pine Tree. Pine Tree and MWPC shall each have the right to inspect PERC's weight records of Acceptable Waste deliveries upon reasonable written request. Such inspections shall be conducted during business hours in such a manner as to not unreasonably interfere with PERC's business operations.

b. Invoicing. MWPC shall submit a weekly invoice to Pine Tree indicating (i) the number of tons of Acceptable Waste disposed of at the PERC Facility during the immediately preceding week and the MWPC Tipping Fee due pursuant to Section 2.3 above.

c. Payment. Other than invoices that Pine Tree disputes in good faith by written notice to MWPC, with such written notice setting forth in reasonable detail the basis for such dispute, Pine Tree will pay MWPC each invoice within thirty (30) calendar days after Pine Tree receives the invoice from MWPC. If possible, Pine Tree agrees that Pine Tree shall pay all invoices by utilizing electronic funds transfer. MWPC acknowledges and agrees that MWPC shall work with Pine Tree to authorize the electronic funds transfer to MWPC's bank account.

2.6 Hours of Operation.

a. Regular hours of operation at the PERC Facility are Monday through Friday, 6:00 AM – 6:00 PM; and Saturday 7:00 AM – 3:00 PM. These hours may be changed with reasonable prior reasonable prior notice to Pine Tree.

b. The PERC Facility will not be open on the following major holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day (2019). Other closures may be observed at the PERC Facility with reasonable prior notice to Pine Tree.

c. Regular hours of operation at the Landfill are Monday through Friday, 6:00 AM – 6:00 PM; and Saturday and Sunday 7:30 AM – 2:30 PM. These hours may be changed with reasonable prior notice to PERC.

d. NEWSME will not be open on the following major holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Other closures may be observed at the Landfill with reasonable prior notice to PERC.

Acceptable Waste were contained in any delivery from Pine Tree to the PERC Facility or were deposited with Acceptable Waste delivered by Pine Tree to the PERC Facility.

d. PERC shall provide Pine Tree with evidence of its insurance upon Pine Tree's request.

e. PERC shall be fully responsible for the actions or omissions of its employees, contractors and agents and covenants that they shall (i) perform their obligations in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services; (ii) comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws; and (iii) have all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform services hereunder. Upon request of Pine Tree, PERC shall furnish copies and/or evidence thereof to Pine Tree.

f. PERC shall provide reasonable public support for NEWSME's efforts to amend the 2013 Juniper Ridge Landfill MSW permit (#S-020700-WD-BC-A) as part of the overall integrated solid waste management system for the State of Maine and consistent with the State of Maine Solid Waste Hierarchy in effect as of the date of this Agreement. Such amendment is being requested pursuant to the terms of the pending application which will allow municipal solid waste to continue to be disposed of at the Landfill after March 31, 2018. Such reasonable public support shall include, without limitation, (1) attendance at and support of such amendment efforts at as many public hearings as the representatives of PERC can reasonably attend, and (2) the delivery of a reasonable number of supportive communications with legislators, the Commissioner of the Maine Department of Environmental Protection, the staff of the Governor of Maine and with officials and administrative bodies of the relevant localities. PERC shall not make any statements that are, in any material respect, inconsistent with the MSW amendment application.

In the event that the term of this Agreement is extended, PERC's commitments under this Section 3.2(f) shall apply to any subsequent permit amendments sought by NEWSME with respect to the Landfill during such extended term.

The parties understand and agree that the effectiveness of this Agreement (other than Section 3.2(f), which shall take effect immediately) is contingent on receipt by NEWSME of the MSW permit amendment described above for not less than 81,800 tons per year of Municipal Solid Waste from Maine at the Landfill no later than March 31, 2018.

3.3 Warranties and Covenants of PERC for Delivery of Waste to the Landfill.

a. PERC represents and warrants that (i) the Acceptable Waste shall comply with all applicable requirements under federal, state or local laws and regulations, including, but not limited to, the Maine Hazardous Waste, Septage and Solid Waste Management Act (38 MRS §§ 1301 et seq.) and the Federal Resource Conservation and Recovery Act of 1976 (all as

The parties understand and agree that the effectiveness of this Agreement (other than Section 3.2(f), which shall take effect immediately) is contingent on receipt by NEWSME of the MSW permit amendment described above for not less than 81,800 tons per year no later than March 31, 2018.

3.5 The warranties and covenants contained in this Section 3 shall survive the expiration or termination of this Agreement indefinitely.

4. TERMINATION OF OTHER AGREEMENTS.

Upon the effectiveness of this Agreement, each of (a) the Disposal Agreement (the "Disposal Agreement"), dated as of October 1, 2012, among PERC, USA Energy Group, LLC, ESOCO Orrington, LLC, Casella Waste Systems, Inc., Pine Tree and New England Waste Services of ME, Inc., (b) the Commercial Agreement for Disposal Services, dated December 15, 2015, between NEWSME and Maine Waste Processing, LLC, and (c) the Commercial Agreement for Disposal Services, dated as of April 1, 2018, by and between Pine Tree and Maine Waste Processing, LLC, each as amended to date, is and shall be terminated and of no further force or effect, with the sole exception of (i) any obligations of a party thereunder to pay for waste streams delivered which have not been paid in accordance with the payment provisions of any such agreement, and (ii) indemnification obligations under any such agreement with respect to matters arising prior to the effectiveness of this Section 4. Without limitation of the foregoing, the provisions of Section 12.1 of the Disposal Agreement shall be of no further force or effect upon the effectiveness of this Section 4.

5. NOTICES.

All notices to be given to Pine Tree, NEWSME or PERC shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or a reputable overnight courier as follows:

PERC Penobscot Energy Recovery Company
29 Industrial Way
Orrington, Maine 04474

MWP Maine Waste Processing LLC
3535 Plymouth Blvd.
Suite 212
Plymouth, MN 55447

Pine Tree Pine Tree Waste, Inc.
110 Main Street, Suite 1308
Saco, Maine 04072
Attn: Brian Oliver

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth above.

PINE TREE WASTE, INC.

By: BOL
Name: Brian Oliver
Title: Vice President

PENOBSCOT ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP

By: JANER
Name: John A Noer
Title: President

NEWSME LANDFILL OPERATIONS LLC

By: BOL
Name: Brian Oliver
Title: Vice President

MAINE WASTE PROCESSING, LLC

By: Kevin Tritz
Name: Kevin Tritz
Title: President

FOR PURPOSES OF SECTION 4 OF THIS AGREEMENT.

CASELLA WASTE SYSTEMS, INC.

By: BOL
Name: Brian Oliver
Title: Vice President

ESOCO ORRINGTON, LLC

By: JANER
Name: John A. Noer
Title: President

USA ENERGY GROUP, LLC

By: JANER
Name: John A Noer
Title: President

NEW ENGLAND WASTE SERVICES OF ME, INC.

By: BOL
Name: Brian Oliver
Title: Vice President

STANDARD TERMS & CONDITIONS

Termination. This Agreement may be terminated

- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice; or
- d. immediately upon notice by Pine Tree to PERC if the Fiberight facility is fully operational, and Pine Tree is under contract to deliver Acceptable Waste to the Fiberight facility (provided that such termination shall apply only for the extent related to Categories 1 and 2 deliverable by Pine Tree pursuant to Section 2.1 hereof); or
- e. immediately upon notice by Pine Tree to PERC if Pine Tree is required to deliver Acceptable Waste collected in MRC communities to a disposal location other than the PERC Facility based on the enactment of local ordinances.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

STANDARD TERMS & CONDITIONS

c. The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, shall not consent to a settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld) unless such settlement or judgment relates solely to monetary damages. The Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any compromise or settlement that (i) commits the Indemnified Party to take, or to forbear to take, any action, or (ii) does not provide for a complete release and, if applicable, covenant not to sue by such third party of the Indemnified Party.

EXHIBIT 12

**Summary of Tri-County Recycling Efforts
Updated 2018**

| Community | Recycling Program | RECYCLED MATERIALS - NO LONGER IN WASTE STREAM | 2016 RECYCLING RATES |
|-------------------|-------------------|--|----------------------|
| Acton | YES | CARDBOARD, NEWSPAPER, MAGAZINES, GLASS, ALUMINUM, TIN, PLASTIC #1-7, WOOD ITEMS, ROOFING SHINGLES, UNIVERSAL WASTE, FURNITURE, HOUSEHOLD APPLIANCES | 32.66% |
| Alfred | YES / SINGLE SORT | PLASTIC #1-7, RIGID PLASTIC, GLASS, METAL & ALUMINUM CONTAINERS, CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER | 35.80% |
| Biddeford | YES / SINGLE SORT | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, PLASTIC # 1-7, GLASS, METAL & ALUMINUM CONTAINERS, TRANSFER STATION - YARD WASTE, BULKY WASTE, MOTOR OIL, TIRES, BATTERIES, HOUSEHOLD ELECTRONICS | 53.10% |
| Buxton | YES | METAL & ALUMINUM CONTAINERS, GLASS, OPAQUE #2 PLASTIC, COLORED #2 PLASTIC, CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, BATTERIES, MOTOR OIL, ASPHALT SHINGLES, YARD WASTE, TEXTILES, TIRES, MERCURY CONTAINING PRODUCTS, METAL HOUSEHOLD ITEMS | 45.14% |
| Cornish | YES | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, GLASS, METAL & ALUMINUM CONTAINERS, PLASTIC # 1-7 | 21.65% |
| Dayton | YES / SINGLE SORT | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, PLASTIC # 1-7, RIGID PLASTIC, METAL & ALUMINUM CONTAINERS, GLASS | 23.11% |
| Kennebunk | YES / SINGLE SORT | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, PLASTIC # 1-7, RIGID PLASTIC, GLASS, METAL & ALUMINUM CONTAINERS, PRESSBOARD | 21.65% |
| Kennebunkport | YES / SINGLE SORT | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, METAL & ALUMINUM CONTAINERS, PLASTIC # 1-7, GLASS | 22.01% |
| North Berwick | YES / SINGLE SORT | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, GLASS, METAL & ALUMINUM FOOD AND BEVERAGE CONTAINERS, PLASTIC # 1-7 | 39.46% |
| Old Orchard Beach | YES / SINGLE SORT | GLASS, METAL & ALUMINUM CONTAINERS, PLASTIC # 1-7, RIGID PLASTIC, CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER | 81.68% |
| Sanford | YES / SINGLE SORT | GLASS, METAL & ALUMINUM CONTAINERS, PLASTIC # 1-7, RIGID PLASTIC, CARDBOARD, BOOKS, MAGAZINES, MIXED PAPER | 57.40% |
| Shapleigh | YES | NO SPECIFIC INFORMATION AVAILABLE | 19.49% |
| South Berwick | YES | PLASTIC # 1-7, METAL & ALUMINUM CONTAINERS, GLASS, CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, METAL ITEMS, WOOD, YARD WASTE, CONSTRUCTION/DEMOLITION DEBRIS, COMPUTERS, ELECTRONICS, APPLIANCES, BULKY ITEMS | 53.97% |
| Wells | YES | CARDBOARD, NEWSPAPER, MAGAZINES, MIXED PAPER, METAL & ALUMINUM CONTAINERS, PLASTIC # 1-7, GLASS, OIL, YARD WASTE, WOOD PALLETS | 52.37% |

| Municipalities ⁽¹⁾ Utilizing JRL For Direct MSW Disposal | 2016 MSW Recycling Rate |
|--|--------------------------------|
| Town of Alfred | 35.80% |
| Town of Arrosic | 21.65% |
| Town of Acton | 32.66% |
| Town of Arundel | 73.21% |
| City of Biddeford | 53.10% |
| Town of Bowdoinham | 59.00% |
| Town of Buxton | 45.14% |
| Town of Casco/Naples | No records |
| Town of Cornish | 21.65% |
| Town of Dayton | 23.11% |
| Town of Denmark | 22.67% |
| Town of Dresden | 19.86% |
| Town of Durham | 37.14% |
| Town of Frye Island | 49.71% |
| Town of Harpswell | 45.01% |
| Town of Kennebunk | 21.65% |
| Town of Kennebunkport | 22.01% |
| Town of Long Island | 38.95% |
| Town of Newfield | 23.44% |
| Town of North Berwick | 39.46% |
| City of Old Orchard Beach | 81.68% |
| Town of Phippsburg | No records |
| Town of Sanford | 57.40% |
| Town of Shapleigh | 19.49% |
| Town of Sebago | 26.14% |
| Town of South Berwick | 53.97% |
| Town of Topsham | 19.86% |
| Town of Wells | 52.37% |
| City of Westbrook | 21.65% |
| Town of York | No records |

Unweighted average: 37.70%

⁽¹⁾ In bold: former Maine Energy municipalities.