



**WASTE MANAGEMENT**

**Disposal Services of Maine, Inc.**

*Solid Waste  
Disposal  
Services*

*Proposal to:*

*Mid-Coast Solid Waste Corp.*

*Waste Management Disposal Services of Maine, Inc*

*357 Mercer Road PO Box 629*

*Norridgewock, ME 04957*

*Contact: Peter Lachapelle 603-396-9602 (cell)*

Executive Summary &  
Contractor Qualifications

Municipal References

Proposed Pricing

Sample Agreement

Copy of RFP

**WM.**  
**WASTE MANAGEMENT**

357 Mercer Road  
PO Box 629  
Norridgewock, ME 04957  
Tel: (207) 634-2714  
Fax: (207) 634-4519

February 19, 2016

MCSWC  
Jim Guerra  
PO Box 1016  
Rockport, ME 04856

**“Municipal Solid Waste Disposal”**

**Executive Summary**

This proposal is being submitted on behalf of Waste Management Disposal Services of Maine, Inc. We are prepared to provide services as outlined in the RFP specifications and are pleased to submit this supporting information so that you may evaluate our Company and the services proposed. We are also prepared to meet with you to review this offer in extensive detail at your request.

**Statement of Project Requirements**

Waste Management has read the RFP and understands the scope of services required.

**Company Profile**

Waste Management is the premier waste services provider in North America. We are committed to customer satisfaction and long-term relationships, and we employ processes, techniques and technologies that safeguard the environment now and in the future.

Waste Management’s operations span all of North America, providing vital services to homes, schools, businesses and government facilities.

These services include:

- Residential and Commercial Waste Collection
- Recycling Collection, Processing & Marketing
- Yard Waste Collection & Composting
- Containerized Refuse Collection
- Roll-Off Containers
- Construction & Demolition Debris Removal

- Industrial Services
- Waste Transfer and Disposal Services

The company is organized into 17 Market Areas throughout North America to insure that our many comprehensive, integrated assets work in harmony to provide the highest level of customer service and satisfaction.

**New England Market Area:** The New England Market Area is comprised of a comprehensive set of assets that allow Waste Management to offer a wide array of services to our clients. This Market Area includes 16 transportation centers dispatching over 500 vehicles each day. We operate 10 state-of-the-art landfills, 10 transfer stations and 3 C&D processing facilities, providing secure disposal of municipal solid waste. Finally, we operate 5 recycling facilities to process and market recyclables including our latest “single stream” site located in Billerica, Ma.

**Customer Service:** Our Customer Service Center, is staffed with the highest caliber individuals, and is designed to provide “one stop shopping” for our customers in a professional and courteous manner. We maintain a highly trained staff to field service inquiries and provide prompt assistance to our clients. All contacts are recorded in our database, which we routinely provide to our municipal partners.

**Safety:** No priority is higher than safety at Waste Management. The company is committed to operating in the safest manner possible, and has implemented a comprehensive “Mission to Zero” initiative to assure the safety of all our employees, our customers, and the general public. We understand providing solid waste and recycling collections services is an important expectation and we strive to provide a high level of service without ever compromising safe operations.

When it comes to screening potential employees, Waste Management has strict policies and standards. We have found that the “standard background check” that most organizations use is simply not enough. In addition to drug testing and employment verification, Waste Management runs extensive background checks that include local and regional sex offender registries, terrorist lists, and social security checks. We also conduct federal and county criminal history checks. Our motor vehicle history checks far exceed the minimum DOT requirements.

**Commitment to the Community:** Waste Management maintains a strong local commitment to every community we serve. Not only do our employees live, work and raise their families in these communities, but we are privileged to work in a business that improves the health and safety of individuals and communities in a very direct way. Making communities cleaner, safer and stronger is a central focus for us. The company embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program.

We have always been a company committed to customer satisfaction and long-term relationships. And we have demonstrated that commitment time and time again through

our focus on high-quality service in every aspect of our operations. Coupled with assets in excess of \$20 billion, Waste Management is the strongest integrated environmental services company in the country. This financial strength gives real meaning to indemnification that Waste Management provides from waste-related claims. The indemnification provides significant protection against CERCLA/Superfund actions at Waste Management-owned landfills. This comprehensive liability protection is provided only to customers who contract services directly with Waste Management.

### **Experience and References**

Waste Management provides solid waste and recycling services to over 180 communities throughout New England. We have attached a list of Maine municipal clients currently receiving collection and/or disposal services in the section labeled "References." We encourage you to contact our municipal clients to verify our capabilities.

### **Management and Supervision**

Waste Management will offer a team of personnel to oversee and manage all aspects of the potential contract. Our current management team includes:

James Nocella, Public Sector Services Manager – Responsible for overall management of all municipal contract activities in New England. 603-929-3354 (Office) - 617-590-8229 (Cell)

Peter Lachapelle, Public Sector Services Representative – Responsible for all interaction and communication with municipal clients in Northern New England. Mr. Lachapelle will work with the MCSWC as contract manager for the potential contract. 603-330-2104 (Office) - 603-396-9602 (Cell)

Jeff McGown, District Manager – Responsible for all operational activities in the State of Maine. Mr. McGown will handle all front line communications with MCSWC's staff to ensure all issues are resolved in accordance with the potential contract. 207-634-2714 (Office) – 207-240-9739 (Cell)

Matt Fullerton, Route Manager – Responsible for the day-to-day service and collection of MSW and Recyclables for the Towns, Commercial and Industrial Customers. Our Route Manager will handle all front line communications with Towns staff to ensure all issues are resolved in accordance with the potential contract. 207-634-2714 (Office) – 207-712-3968 (Cell)

Toll Free Customer Service – 800-847-5303

## **Proposal Specific Clarifications**

### **Disposal Services**

It is our intention to accept all municipal solid waste at our Crossroads state-of-the-art landfill located in Norridgewock, Maine. This site is owned and operated to the highest environmental standards by Waste Management.

Annual increases each year will be based upon the percentage increase for the previous twelve-month period in the Consumer Price Index for all Urban Consumers – U.S. City Average – Water & Sewer and Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on a full calendar year 12 month rolling average

## **Contact Information**

Primary Contact: Peter Lachapelle

Title: Public Sector Services Representative

Address: Waste Management  
PO Box 629  
357 Mercer Road Norridgewock, ME 04957

Office Phone: 603-330-2104

Cell Phone: 603-396-9602

Office Fax: 207-634-4519

Email: [PLachape@wm.com](mailto:PLachape@wm.com)

In closing, we believe Waste Management offers the operational expertise and financial strength to become a valuable partner with MCSWC as you select a vendor to manage your solid waste disposal program. We are prepared to meet with you to review the details of our proposal.

Thank you for your consideration and we look forward to your review process and decision on this important contract.

Sincerely,  
Waste Management

A handwritten signature in black ink, appearing to read "Peter Lachapelle". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter Lachapelle  
Public Sector Services Representative



## Municipal Customer References

Municipality	Customer Contact	Phone Number
Belgrade, ME	Gregory Gill	207-495-2258
Berwick, ME	Rob Terschy	603-781-7741
Boothbay Region Refuse Disposal District	Steve Lewis	207-633-5006
Carrabassett Valley, ME	Dave Cota	207-235-2645
Clinton, ME	Gerald Howard	207-680-6352
Jackman, ME	Heidi Dionne	207-668-2111
Jay, ME	Shiloh LaFreniere	207-897-6785
Lebanon, ME	Ron Patch	207-457-1437
Rangeley, ME	Joe Roach	207-864-2294
Readfield, ME	Stefan Pakulski	207-685-4939
Sidney, ME	Sheila Thorne	207-547-3340
Skowhegan, ME	Randy Gray	207-474-6904
Windsor, ME	Theresa Haskell	207-445-2998



**W.M.**  
**WASTE MANAGEMENT**

357 Mercer Road  
PO Box 629  
Norridgewock, ME 04957  
Tel: (207) 634-2714  
Fax: (207) 634-4519

February 19, 2016

Jim Guerra  
Mid-Coast Solid Waste Corporation  
PO Box 1016  
Rockport, ME 04856

<b>Waste Disposal tipping fee for Municipal Solid Waste (post 2018)</b>
-------------------------------------------------------------------------

5-Year Term	\$64.50 per ton
10-Year Term	\$64.50 per ton
15-Year Term	No Bid

The above rates will be adjusted each year based upon the percentage increase for the previous twelve-month period in the Consumer Price Index for all Urban Consumers – U.S. City Average – Water & Sewer and Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on a full calendar year 12 month rolling average.

Conditions or limitations – None

Sample disposal agreement attached.

It is a pleasure to provide you with this proposed pricing and I look forward to discussing your waste disposal services and the opportunity that you have to go beyond the basics of waste collection and disposal to help provide a broad range of environmental solutions. We can help you manage your waste stream, improve safety, cut costs, ensure regulatory compliance and above all, promote end-to-end environmental stewardship.

If you have any questions feel free to contact me directly. This quote is valid through July 1, 2016.

Sincerely,



Peter Lachapelle  
Waste Management Disposal Services of Maine, Inc.  
603-396-9602 (cell)

## SOLID WASTE DISPOSAL AGREEMENT

AGREEMENT made and entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 20XX by and jointly between MID-COAST SOLID WASTE CORPORATION, (hereinafter referred to as the "MCSWC"), and WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC., a corporation organized under the laws of the State of Maine, and having its principal place of business at 357 Mercer Road, Norridgewock, Maine 04957, (hereinafter referred to as the "Contractor").

### WITNESSETH:

WHEREAS, the Contractor owns and operates a sanitary landfill and resource recovery facility in accordance with applicable laws of Maine;

WHEREAS, the MCSWC during the term of this agreement will provide to Waste Management Disposal Services of Maine, Inc. all Municipal Solid Waste ( known as "Acceptable Waste") generated within the MCSWC which are collected through the MCSWC's Transfer Station;

WHEREAS, the MCSWC includes the Towns of Camden, Rockport, and Lincolnville, Maine ("MCSWC Towns").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the MCSWC and Contractor hereby agree as follows:

#### 1. Definitions

- a. Disposal Site - A facility operated by Contractor, which will receive and dispose of solid waste and is legally empowered to accept same.
- b. Acceptable Waste - Shall mean non-baled solid waste that is disposed of in the ordinary course by households or commercial establishments within the MCSWC Towns, which shall not contain any Hazardous Waste, or Unacceptable Waste as defined and set forth on Exhibit A attached hereto.
- c. Special Waste - Shall mean any material, which is generated within the MCSWC and is classified as a "special waste" or "miscellaneous special waste" by Contractor or the State where the Disposal Site is located. Special waste or miscellaneous special waste must be subjected to analysis by a laboratory approved by Contractor. The results of the laboratory analysis will be reviewed by the Contractor and by

the appropriate state agencies before any decision can be made regarding its disposal. Loads delivered from the Transfer Station to the Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures.

- d. Nothing in the Agreement is intended to prevent the MCSWC from recycling those materials, which the MCSWC deems to be recyclable or otherwise interfere with the MCSWC's recycling and source reduction programs.

**2. Term**

The duration of this contract will be for a period of xxxx (X) years beginning XXXX, X, XXXX and concluding on XXX XX, XXXX. Upon written consent of both parties, this agreement may be extended for one additional period of XXXX (X) years unless sooner terminated as provided herein.

**3. Operation**

- a. The Contractor shall receive Acceptable Waste and approved Special Waste. The Contractor may at any time refuse to accept any Hazardous Waste, any Unacceptable Waste, or any material, substance, or property which in the judgment of Contractor will be harmful, unhealthy, unsafe, or in violation of any federal, state, or local statute or regulation applicable to the Site.
- b. Evidence that the Acceptable Waste brought to the Site is from outside the MCSWC is grounds for excluding the hauler from use of the Site, charging the MCSWC a separate fee in Contractor's sole discretion, or terminating this Agreement.

**4. Compensation**

The total charge to the MCSWC for the above services for each year shall be payable according to the following schedule.

- a. For the period XXXX X, XXXX through XXXX XX, XXXX the MCSWC shall pay the following disposal fees for the material received at the Contractor's Commercial Entrance.

Municipal Solid Waste	\$XX.XX per ton
-----------------------	-----------------

- b. The above rates will be adjusted on XXXX X of each year based upon the percentage increase for the previous twelve-month period in the Consumer Price Index for all Urban Consumers – U.S. City Average – Water & Sewer and Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on a full calendar year 12 month rolling average.
- c. The Contractor expressly reserves the right to charge and collect from MCSWC an equitably apportioned share of the increased cost of operating the Site resulting from changes in federal, state or local law or regulation, governing the receipt, transportation, handling, or disposal of Acceptable Waste.

**5. Compliance with Laws**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, rules, and regulations, provided however, that it is understood and agreed by the parties hereto that if the service contemplated under this Agreement should at any time during the term of the Agreement, for any reason whatsoever, become illegal and in contravention of duly enacted laws, rules, and regulations, the parties hereto shall be discharged of their obligations under this Agreement and have no further liability each to the other.

**6. Indemnification**

The Contractor shall indemnify and hold harmless the MCSWC and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from performance of the work, provided and to the extent that any such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Contractor or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The MCSWC shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is cause by the negligent or wrongful acts or omission of the MCSWC, or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.

**7. Force Majeure**

Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, changes in applicable laws, regulations or interpretations thereof, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Agreement.

**8. Modification**

This agreement constitutes the entire Agreement between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

**9. Compliance with Contractor Policies and Procedures**

When delivering Acceptable Waste, MCSWC shall comply with applicable law and regulations, Contractor's delivery and environmental health and safety policies and procedures.

**10. Illegal Provision**

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**11. Notice**

A letter, hand delivered or addressed and sent by certified mail, to either party at its business address shown below shall be sufficient notice whenever required for any purpose in the Agreement. Notice delivered by mail shall be deemed effective three (3) days after the receipt by the party to whom such notices is addressed.

**To The Town**

MCSWC  
P.O. Box 1016  
Rockport, ME 04856  
Attn: Jim Guerra

**To The Contractor**

Waste Management Disposal Services of Maine, Inc.  
PO Box 629  
Norridgewock, ME 04957  
Attn: District Manager

**12. Termination**

A. In the event either Party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within twenty (20) days following such notice:

- 1) The party in default shall correct the default; or
- 2) In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of notification by the non-defaulting party, and thereafter correct the default with due diligence.

B. If the party in default fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies, which may be exercised singly or in combination:

- 1) The right to declare that this Agreement, together with all rights granted the party in default hereunder are terminated, effective upon such date as the non-defaulting party shall designate; and
- 2) If the defaulting party is the Contractor, the MCSWC shall have the right to license others to perform the services otherwise to be performed by Contractor.

**13. Governing Law**

This Agreement shall be governed in accordance with the laws of the State of Maine.

**14. Effective Date**

This contract shall become effective XXXX X, XXXX.

IN WITNESS WHEREOF, the MCSWC and the Contractor have executed this agreement as of the day and year first above written.

WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher DeSantis  
President

MID-COAST SOLID WASTE CORPORATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Guerra

## EXHIBIT A

### A. "Hazardous Waste" means:

- (1) Any material or substance or hazardous substance, which, by reason of its composition or characteristics, is;
  - (a) Toxic or hazardous waste or hazardous substance as defined in either the Solid Waste Disposal Act, 42 U.S.C. 6900 et seq., as replaced, amended, expanded or supplemented the Resource Conservation and Recovery Act, 42 U.S.C. 6903, as replaced amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or;
  - (b) Special nuclear or by-product materials within the meaning of Atomic Energy Act of 1954;
- (2) Other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the landfill; and
- (3) Any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

### B. "Unacceptable Waste" means:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or 8.
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 -7.
9. Chemical waste from a laboratory.
10. Articles, equipment and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
11. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
12. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, etc.)



13. Asbestos contained in or from waste from building demolition or cleaning.
14. Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
15. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
16. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved or otherwise heat-treated.)
17. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturing.
18. Waste produced by mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
19. Pumpings from septic tanks used any size exclusively by dwelling units.
20. Sludges from a publicly owned sewerage treatment plant serving primarily domestic users.
21. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
22. Washwater wastes from commercial laundries or laundromats including waste from dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.

**MID-COAST SOLID WASTE CORPORATION  
REQUEST FOR PROPOSAL  
MUNICIPAL SOLID WASTE DISPOSAL CONTRACT POST-APRIL 1, 2018**

The communities of the Mid-Coast Solid Waste Corporation (MCSWC) are soliciting bids for the disposal of approximately 6,000 tons of municipal solid waste (MSW) generated by the towns. The delivery of the waste to commence on or about April 1, 2018. Bids submitted shall be considered valid through July 1, 2016. Please provide your bid no later than 4:00 P.M. February 19, 2016 to MCSWC, Attn: Jim Guerra, P.O. Box 1016, Rockport, ME 04856.

Please provide the following information with your bid:

- Waste disposal tipping fee for the following disposal terms (post-2018):
  - 5-year term
  - 10-year term
  - 15-year term
  
- Annual escalator adjustments to the above fees.
  
- A list of any conditions or limitations your facility currently has or potentially could have during the term of contract, regarding the handling and disposal of MCSWC MSW.
  
- A sample of your waste disposal contract.

If you have any questions regarding this request for proposal, please contact Steve Patch at Sevee & Maher Engineers, Inc. (207.829.5016) or email at [sep@smemaine.com](mailto:sep@smemaine.com).

**Distribution:**

Leslie Jones, City of Augusta

Lee Leiner, City of Bath

Jeff McGown, Waste Management Disposal Services of Maine, Inc.

Lissa Bittermann, ecomaine