



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM  
COMMISSIONER

IN THE MATTER OF:

<b>TROMBLEY INDUSTRIES, INC.</b>	)	<b>ADMINISTRATIVE CONSENT</b>
<b>LIMESTONE, MAINE</b>	)	<b>AGREEMENT</b>
<b>PROTECTION AND IMPROVEMENT</b>	)	
<b>OF WATERS</b>	)	<b>(38 M.R.S. §347-A)</b>
<b>ES DOCKET NUMBER 248</b>	)	

This Agreement, by and among Trombley Industries, Inc. ("Trombley") and the State of Maine, Department of Environmental Protection ("Department" or "DEP"), as approved by the Maine Board of Environmental Protection ("Board") and the Office of the Attorney General ("OAG"), is entered into pursuant to the laws concerning the Department's *Organization and Powers*, 38 M.R.S. §§ 347-A(1) and 341-D(6).

THE PARTIES AGREE AS FOLLOWS:

1. Trombley is a Maine corporation that operates a construction business with its principal location at 849 Access Highway, Limestone, Maine 04750. Craig Trombley is the president of the corporation.
2. The violation described herein occurred at two properties at 849 Access Highway in Limestone, Maine, with legal title to the two properties in the name of Trombley Industries, Inc. The warranty deeds are recorded at the Aroostook County South Registry of Deeds in Book 2260, page 74 and Book 6080, page 318. The properties (the "Trombley Property") are identified on Limestone tax maps as Map 13, Lots 24A and 24, respectively.
3. Throughout the period addressed by this Agreement, Trombley was subject to the following laws:
  - a. 38 M.R.S. § 361-A(7), which defines "Waters of the State" as "any and all surface and subsurface waters that are contained within, flow through, or under or border upon this State or any portion of the State, including the marginal and high seas, except such waters as are confined and retained completely upon the property of one person and do not drain into or connect with any other waters of the State, but not excluding waters susceptible to use in interstate or foreign commerce, or whose use, degradation or destruction would affect interstate or foreign commerce."
  - b. 38 M.R.S. § 361-A(4-A), which defines "Pollutant" as "dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge,

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munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, municipal, domestic, commercial or agricultural wastes of any kind.”

- c. Maine’s *Pollution Control Law*, 38 M.R.S. § 413(1), which provides, “No person may directly or indirectly discharge or cause to be discharged any pollutant without first obtaining a license therefor from the [D]epartment.”
4. On September 15, 2022, the Department received a complaint from the United States Fish and Wildlife Service regarding siltation into Greenlaw Brook (Class B), in Limestone, Maine.
  5. On September 16, 2022, Department staff investigated the complaint and found that Greenlaw Brook had unusually high levels of fine silt on the bottom of the brook. Staff investigated the source of the fine silt and found that the silt came from a small tributary to Greenlaw Brook also filled with fine silt.
    - a. The investigation revealed that the contaminated tributary to Greenlaw Brook was hydrologically connected to a silt-filled wetland upstream. DEP staff found an active discharge of sediment-laden water to the tributary and wetland from a point just north of Access Highway on the east side of the Trombley Property. Staff followed the discharge to an earthen bank and observed turbid water being discharged from a pipe on the Trombley Property into the tributary and wetland. Staff sampled the discharge for total suspended solids and the results revealed 7,625 milligrams per liter, connecting the discharge to and supporting staff’s initial observations regarding the sediment and siltation downstream.
    - b. Staff determined that the pipe on the Trombley Property had been installed under a road and through an earthen bank as part of a gravel washing operation on the Trombley Property and to drain wastewater off site.
    - c. While on site, Department staff met with Trombley’s President, Craig Trombley, and notified him of the discharge from the Trombley Property. Mr. Trombley claimed he had no knowledge of when the pipe associated with the gravel washing process had been installed. Staff advised Mr. Trombley to stop the discharge immediately and to notify the DEP when the discharge had ceased.
  6. As DEP did not receive a notification from Mr. Trombley that the discharge had ceased, DEP staff returned to the site on September 29, 2022, to verify that the requested corrective action had been completed. During the September 29, 2022 visit, Department staff determined that the unlicensed discharge of gravel washing wastewater by Trombley into a wetland, a small tributary of Greenlaw Brook, and Greenlaw Brook, had ceased.

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The wastewater had been re-routed to a drainage swale connected to inactive gravel pits. At least one of the gravel pits had been excavated to enable the wastewater to settle and infiltrate.

7. By discharging pollutants to Waters of the State, namely Greenlaw Brook and associated tributaries and wetlands, without a license, Trombley violated 38 M.R.S. § 413(1).
8. On February 15, 2023, the Department issued a Notice of Violation (“NOV”) to Trombley for the activities described in Paragraphs 4-7 of this agreement, in accordance with 38 M.R.S. § 347-A(1)(B). In that NOV, the Department requested that Trombley:
  - a. Submit a plan and schedule for Department approval to excavate the historic gravel pits further to ensure there is adequate settling and internal drainage capacity so that gravel wash water will not discharge to any wetlands, streams or brooks or tributaries to those resources and remove the existing discharge pipe;
  - b. Implement the plan; hire a third-party consultant with Multi Sector Industrial General Permit experience to conduct a thorough site inspection to determine whether any other unpermitted discharges are reaching any protected resources; and
  - c. Submit a report to Trombley and the Department detailing their findings by August 1, 2023.
9. As of the date of this Agreement, the Department has confirmed that Trombley has performed the corrective actions as requested by the DEP in the February 15, 2023, NOV.
10. This Agreement is not effective until it is approved and signed by the Board and the OAG.
11. To resolve the violation described in Paragraphs 4-7 of this Agreement, Trombley agrees to do each of the following actions:
  - a. Provide to the Friends of the Aroostook National Wildlife Refuge twelve-thousand dollars (\$12,000.00), for the purposes of providing signage and other infrastructure for the Mi’kmaq Heritage Corridor Trail. This “Supplemental Environmental Project” (SEP) is more fully described in Appendix A;
  - b. Sponsor and participate in a Department-approved training on Best Management Practices (BMPs) to protect water quality for construction contractors in Aroostook County by November 1, 2024; and

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- c. Pay to the *Treasurer, State of Maine*, upon demand by the Department, the amount of one hundred dollars (\$100) per day per violation for any noncompliance with any provision of this Agreement, with all defenses waived, including any defenses related to the enforcement of any stipulated penalty as a final administrative order and a money judgment pursuant to 14 M.R.S. § 3138.
1. The Department and the OAG grant a release of their causes of action against Trombley for the specific violation described in Paragraphs 4-7 of this Agreement on the express condition that all actions listed in Paragraph 11 of this Agreement are completed in accordance with the express terms and conditions of this Agreement. The release shall not become effective until all requirements of this Agreement are satisfied, as determined by the Department and the OAG in their sole discretion.
2. Any non-compliance with any portion of this Agreement, as determined by the Department and the OAG in their sole discretion, voids the releases set forth in Paragraph 12 of this Agreement and may lead to an enforcement action pursuant to 38 M.R.S. §§ 347-A(1)(A), 347-A(5), or 348, as well as the pursuit of other remedies, including those pursuant to 14 M.R.S. § 3138.
3. By signing and executing this agreement, Trombley knowingly, voluntarily, intentionally, permanently, and irrevocably waives any and all defenses related to the enforcement of this Agreement in any way, and expressly agrees that it will not assert:
  - a. Any claim or defense that Trombley's obligations under this Agreement are illegal, invalid, or otherwise unenforceable;
  - b. Any claim or defense pertaining to any payment obligation and the Department's ability to enforce said payment obligation;
  - c. Any claim or defense pertaining to the timing and efficacy of notice and/or process regarding this Agreement and the Department's enforcement of the terms of this Agreement;
  - d. Any other circumstance that might otherwise constitute a defense available to, or a discharge of any obligation of, Trombley with respect to this Agreement; and/or
  - e. Any claim or defense pertaining to the enforcement of this Agreement as a final administrative order and a money judgment pursuant to 14 M.R.S. § 3138.
4. Actions taken pursuant to this Agreement by Trombley shall be completed in accordance with the requirements of all applicable local, state, and federal laws, rules, and orders, including but not limited to licensing requirements.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement consisting of eight (8) pages:

TROMBLEY INDUSTRIES, INC.

BY: Craig Trombley DATE: 8-26-24  
CRAIG TROMBLEY, PRESIDENT

MAINE BOARD OF ENVIRONMENTAL PROTECTION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRESIDING OFFICIAL

MAINE OFFICE OF THE ATTORNEY GENERAL

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JACK DAFOE, ASSISTANT ATTORNEY GENERAL

## **Appendix A: Supplemental Environmental Project**

### **Trombley Industries**

Limestone Maine

#### **Name of Project:**

Mi'kmaq Heritage Corridor Trail

#### **Project implementer:**

Friends of the Aroostook National Wildlife Refuge, the Mi'kmaq Nation and US Fish & Wildlife Service

#### **Geographic area to benefit the project:**

The Mi'kmaq and Aroostook NWR project properties are located in Limestone, Aroostook County, Maine and abut Greenlaw Brook.

#### **Enforcement action:**

In response to a complaint received in September 2022, DEP staff inspected Trombley Industries and determined that an unlicensed discharge of gravel washing wastewater had been diverted offsite. The wastewater, which had a high concentration of sediment and suspended solids, had flowed into a wetland, a small tributary of Greenlaw Brook, and Greenlaw Brook in Limestone, Aroostook Co. As a result, these resources were impacted by deposition of the sediment into and suspension of solids within the waters of the watershed.

MDEP and Trombley Industries have entered into an administrative consent agreement (ACA) to resolve the violations of Maine Statute

#### **Type of project:**

The SEP proposed here will meet the requirements of the Environmental Enhancement category. The trail project will traverse the effected forest wetlands and riparian corridor allowing tribal members and refuge visitors access to, and through, the ecosystems here. On site interpretive signage will also make visitors aware of the history of environmental degradation and the years of restoration and cleanup activities that have allowed recovery of the northern forest, riparian and wetland ecosystems.

#### **Project description:**

**Appendix A: Supplemental Environmental Project**  
**[Mi'kmaq Heritage Trail]**  
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The proposed Mi'kmaq Heritage Corridor trail is a partnership between USFWS and the Mi'kmaq Nation. This proposed trail will benefit both USFWS and the Mi'kmaq Nation. It will connect two of the refuge units, Greenlaw Brook and East Loring, together while also informing the public on the history, culture, and language of the Mi'kmaq Nation through interpretive signage. The signage will also explain the environmental degradation, eventual cleanup and ongoing restoration activities of the former Loring AFB area. Visitors will be able to easily go between units on a ~2 mile stretch of trail that goes through Mi'kmaq Nation land.

The trail goes through a wide range of habitats that includes mature and early successional forests, wetlands, and a riparian corridor, offering great opportunities for birding and wildlife viewing. It is planned to have the trail be open year-round, with opportunities for snowshoeing and skiing in the winter. We are very excited for this partnership with the Mi'kmaq Nation as it's a unique opportunity for collaboration that benefits all entities involved.

**Existing Regulatory Requirements:**

None.

**Total project budget:**

Item	Amount
Interpretive signage, gates and materials	\$12,000

**Project schedule:**

Task	Responsible	Due Date
TBD	Friends of Aroostook NWR	10/15/2025

**Expected project benefits:**

This proposed trail will benefit both the Aroostook NWR and the Mi'kmaq Nation. The Refuge is enjoyed annually by hundreds of residents from across the Caribou and Limestone area, as well as travelling visitors from throughout the State of Maine, New England and the US, Canada and beyond. Access through tribal lands will increase awareness of Mi'kmaq history and culture.

The project will connect two of the refuge units, Greenlaw Brook and East Loring, together while also informing the visiting public on the history, culture, and language of the Mi'kmaq Nation through interpretive signage. Signage will also explain the environmental degradation, eventual cleanup and ongoing restoration activities at the

**Appendix A: Supplemental Environmental Project**  
**[Mi'kmaq Heritage Trail]**  
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former Loring AFB area. Visitors will be able to easily go between units on a ~2 mile stretch of trail that goes through Mi'kmaq Nation land.

**Reporting:**

The Friends of Aroostook National Wildlife Refuge will provide a final report 3 months after completion of the trail

**Remaining Funds:**

At the completion of the project, any funds provided as part of the Administrative Consent Agreement by Trombley Industries to this SEP that are not expended as part of this project shall be paid by the Friends of Aroostook NWR to the *Treasurer, State of Maine*, within 30 days of providing the final report to either Trombley Industries or the Department.

**Certification:**

*Trombley Industries certifies that this proposed SEP project is not result of substantive planning that occurred prior to this enforcement action.*

Craig Trombley

BY: Craig Trombley DATE: 8-14-24  
 President, Trombley Industries

**Recipient Acknowledgment:**

*For and in consideration of the payments described herein the Friends of Aroostook National Wildlife Refuge agrees to perform, or be responsible for obtaining performance of, the services, study, or projects described in this document pursuant to the terms set forth herein and to pay to the Treasurer, State of Maine, any remaining funds provided as part of the Administrative Consent Agreement by Trombley Industries, which have not been expended as part of this project.*

Suzanne Beaudet

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Treasurer, FANWR



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Suzanne Beaudet

BY: Suzanne M. Beaudet DATE: 8/23/24  
Treasurer, Friends of the Aroostook NWR

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