

ecomaine

Memorandum

DATE: February 11, 2011

TO: Chairman and Members of the Board

FROM: Kevin H. Roche, General Manager

SUBJECT: Agenda for the Executive Committee Meeting

There is an ecomaine **Executive Committee Meeting** scheduled for **Thursday, February 17, 2011 at 4:00PM**, first floor of the Waste-to-Energy Facility. The agenda for this meeting is as follows:

1. Approval of the December 16, 2010 Executive Committee Meeting minutes (*Attachment A*)
2. Finance Committee Report – Jim Gailey, Chairman
3. Audit Committee Report – Gary Foster, Chairman
4. Recycling Committee Report – Troy Moon, Chairman
5. Manager's Report
 - Statement of Revenue and Expenses, FY11 (*Attachment B*)
 - Cash Balance (*Attachment C*)
 - Tonnage Reports, FY11 (*Attachments D-1, D-2, D-3, D-4 & D-5*)
 - Electrical Revenues (*Attachment E*)
 - Operations
 - Legislative Update
 - Environmental Update
 - Conference Room enlargement/improvements
6. Approval of the License Agreement (Postburn Metals Mining) (*Attachments F-1 & F-2*)
7. Future Meetings:
 - Recycling Committee: February 23rd (*Wednesday*) @ 4:00PM.
 - Full Board Meeting: March 17th (*Thursday*) @ 4:00PM.
 - Recycling Committee: March 23rd (*Wednesday*) @ 4:00PM.
 - Audit Committee: March 24th (*Thursday*) @ 3:00PM.
 - Finance Committee/Budget Workshop: March 24th (*Thursday*) @ 4:00PM.
 - Full Board Meeting: April 21st (*Thursday*) @ 4:00PM.
 - Recycling Committee: April 27th (*Wednesday*) @ 4:00PM.

The Executive Committee may wish to go into Executive Session for any of the above items under Section 405 of Title 1 of the Maine Revised Statutes ([per the following legislative website: http://janus.state.me.us/legis/statutes/1/title1ch13sec0.html](http://janus.state.me.us/legis/statutes/1/title1ch13sec0.html).)



Owner Communities

Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
Lyman
North Yarmouth
Ogunquit
Portland
Pownal
Scarborough
South Portland
Waterboro
Windham
Yarmouth

Associate Members

Baldwin
Hiram
Naples
Parsonsfield
Porter
Saco
Standish

Recycling Members

Andover
Cornish
Monmouth
Poland
Sanford

DATE: December 17, 2010
TO: Chair and Members of the Executive Committee
FROM: Kevin H. Roche, General Manager
SUBJECT: Minutes of 12/16/10 **ecomaine** Executive Committee Meeting

The Executive Committee of **ecomaine** met on Thursday, December 16, 2010, at the Waste-to-Energy facility. The meeting was called to order at 4:05PM.

There were eleven (11) items on the Agenda:

1. Approval of the November 18, 2010 Executive Committee Meeting minutes
2. Chairman Comments
3. Finance Committee Report – Jim Gailey, Chairman
4. Audit Committee Report – Gary Foster, Chairman
5. Recycling Committee Report – Troy Moon, Chairman
6. Manager’s Report
7. By-Laws Language
8. Review of Strategic Plan
9. Leachate Blinding Issue
10. Other Items
11. Future Meetings

Item #1 – Approval of the November 18, 2010 Executive Committee Meeting Minutes

Mr. Van Gaasbeek moved that **“The Executive Committee hereby approve the minutes of the November 18, 2010 Executive Committee meeting as presented”**. The motion was seconded by Mr. Moon and passed with a unanimous vote of the Committee.

Item #2 – Chairman Comments

Mr. Bobinsky acknowledged the passing of former Board Member, Harold Meade. Mr. Meade was a Board Member from 1988 to 2003, when he became an alternate Board Member (from the first District) through 2004.

An update was given regarding John Miller, who has been ill, but is recovering nicely and is expected to be back in a month or two.

The structure of the Executive Committee Meeting Agenda has changed: Committee reports will be completed prior to the Manager's Report.

The Chair gave the Committee a brief review of **ecomaine's** presentation on December 7th at the Town of Harrison's Selectmen's Meeting. Mr. Bobinsky, Mr. McGovern and Mr. Roche were in attendance, as well as Mr. George (Bud) Finch, new Town Manager of Harrison, Mr. Matthew Frank, new **ecomaine** Board Member from Harrison and the Town of Harrison Selectpersons.

Item #3 – Finance Committee Report – Jim Gailey (Chairman)

Chairman Gailey reported that the Finance Committee last met on December 2, 2010. At the last Finance Committee Meeting, the Committee voted to endorse the 5-Year Plan reaffirming **ecomaine's** commitment to provide financial relief to **ecomaine's** member communities through either reductions in member assessments or some other appropriate means. There is no action required from the Executive Committee or the Board as the 5-Year plan is a tool for the Committee and management to use in their financial analysis.

The Committee decided that the Five Year Plan will be reviewed, going forward, on an annual basis.

The next Finance Committee Meeting will be held on Tuesday, January 18, 2011 at 4:00PM at the Waste-to-Energy Facility.

Item #4 – Audit Committee Report – Gary Foster (Chairman)

The Audit Committee last met in September regarding the Audit draft and the Audit was approved by the Board at their October meeting. The Audit Committee will not meet again until spring, when it will start up the Audit process for 2010-2011.

Item #5 – Recycling Committee Report – Troy Moon (Chairman)

The Recycling Committee last met on December 1, 2010.

The Committee reviewed the Freeport tonnage for MSW and recycling in light of the request handed down from the Full Board meeting regarding the issue of Pine Tree Waste's subscription service in the Town of Freeport for people who are interested in curbside recycling pickup. Freeport allows its licensed haulers to haul waste from private subscription and bill the MSW to the town's account at **ecomaine**. The committee requested that the name of the hauler making deliveries be added to the information printed on weight tickets.

Fourteen municipalities have joined the **ecomaine** electronic bulletin board, a central (website-based) location in which towns share information on recycling and recycling programs.

The eco-excellence awards event will be held in March, 2011.

The Committee discussed a proposed monthly news release that would show each town's recycling percentage and the cost of disposal of these tons if the town had not recycled them. These monthly releases would be sent to each town's respective local newspaper and would hopefully be picked up to appear on a regular basis. The Committee voted to refer this item to the Executive Committee with the recommendation of the Recycling Committee. The Recycling Committee's recommendation was not unanimous.

The Executive Committee discussed this and decided to include a comparison to overall **ecomaine** averages (similar to what was done with Limington's Recycling Program). They would also like to include an end of year comparison regarding the town's previous year's recycling rate(s).

The Executive Committee will let Mr. Roche know in mid-January if this press release would be OK with their town's management. Only then would **ecomaine** go forward.

In order to ensure more timely reports for the Recycling Committee, they will now meet on the fourth Wednesday of each month, beginning January 26th at 4:00PM.

Item # 6 – Manager's Report

ecomaine General Manager, Kevin Roche, presented the Manager's Report.

Item # 7 – By-Laws Language

It was noted that the Voting Interests (*Attachment H*) were the interests at the time of the start of **ecomaine** (as opposed to RWS). They were based on a five-year rolling average ending 2004.

At the last Executive Committee Meeting, the Committee approved the By-Laws as amended to go to the full Board, hence no action is required at present by the Committee.

Item # 8 – Review of the Strategic Plan

Mr. Roche gave an update on the Strategic Plan.

The Committee requested to change the verbiage on the update (Attachment K) from contaminated soil to "reclaimed soil".

The Committee felt that the Plan should be reviewed in approximately a year or so.

Composting

Mr. McGovern suggested we make visits to food composting facilities.

Flow Control

Mr. Roche stated that hauler licensing agreements can shore up a lot of the leakage in town flow control.

ecomaine staff will let the Board members know whether or not their town has a hauler licensing agreement.

Item #9 – Leachate Blinding Issue

Tom Raymond summarized the above mentioned issue (Attachment M).

Item #10 – Other Items

There were no other items that required discussion.

Item #11 – Future Meetings

- Finance Committee: January 18th (Tuesday) @ 4:00PM.
- Full Board Meeting: January 20th (Thursday) @ 4:00PM.
- Recycling Committee: January 26th (Wednesday) @ 4:00PM.
- Executive Committee: February 17th (Thursday) @ 4:00PM.
- Recycling Committee: February 23rd (Wednesday) @ 4:00PM.
- Full Board (Budget Presentation) Meeting: March 17th (Thursday) @ 4:00PM.
- Recycling Committee: March 23rd (Wednesday) @ 4:00PM.

Mr. Brobst made a motion to adjourn the meeting. The motion was seconded by Mr. Van Gaasbeek and all were in favor. The meeting adjourned at 6:05PM.

PRESENT:

M. Bobinsky
G. Foster
J. Gailey
M. McGovern
T. Moon
N. Miner
R. Regier
M. Shaw
L. Boudreau
D. Brobst
M. Frank
B. Rodden
L. Van Gaasbeek

ABSENT:

J. Miller

Other: William Shane, Town Manager, Town of Cumberland.
Erik Street, Director of Public Works, Town of Yarmouth.

Staff: A. Birt, S. Dunn, T. Raymond, K. Roche, and L. Trufant.

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Statement of Revenue and Expenses - January 2011

\$000's

| | January | | | YTD | | |
|---------------------------------|--------------|--------------|-----------|---------------|---------------|--------------|
| | Actual | Budget | Variance | Actual | Budget | Variance |
| Operating revenues | | | | | | |
| Municipal assessments | \$390 | \$390 | \$0 | \$2,729 | \$2,729 | \$0 |
| Owners tipping fees | 290 | 346 | (56) | 2,595 | 2,424 | 171 |
| Associate tipping fees | 101 | 82 | 19 | 523 | 575 | (52) |
| Commercial tipping fees | 391 | 391 | 0 | 3,363 | 2,734 | 629 |
| Spot market tipping fees | 141 | 175 | (34) | 1,321 | 1,225 | 96 |
| Electrical generating revenues | 680 | 672 | 8 | 4,201 | 3,935 | 266 |
| Sales of recycled goods | 302 | 188 | 114 | 2,032 | 1,313 | 719 |
| Recycling tipping fees | 0 | 2 | (2) | 13 | 15 | (2) |
| Gorham property assessments | 9 | 9 | 0 | 64 | 64 | 0 |
| Other operating income | 53 | 20 | 33 | 188 | 143 | 45 |
| Total operating revenues | 2,357 | 2,275 | 82 | 17,029 | 15,157 | 1,872 |

Operating expenses

| | | | | | | |
|---|--------------|--------------|--------------|--------------|---------------|--------------|
| Administrative expenses | 216 | 207 | 9 | 1,406 | 1,447 | (41) |
| Waste-to-energy operating expenses | 555 | 646 | (91) | 4,281 | 4,602 | (321) |
| Recycling operating expenses | 137 | 131 | 6 | 927 | 920 | 7 |
| Landfill/ashfill operating expenses | 131 | 129 | 2 | 822 | 905 | (83) |
| Contingency | 0 | 21 | (21) | 1 | 146 | (145) |
| Landfill closure and postclosure care costs | 0 | 0 | 0 | 0 | 0 | 0 |
| Post-retirement benefit | 0 | 0 | 0 | 0 | 0 | 0 |
| Depreciation & amortization | 325 | 333 | (8) | 2,275 | 2,333 | (58) |
| Total operating expenses | 1,364 | 1,467 | (103) | 9,712 | 10,353 | (641) |

Net operating income

| | | | | | | |
|--|-----|-----|-----|-------|-------|-------|
| | 993 | 808 | 185 | 7,317 | 4,804 | 2,513 |
|--|-----|-----|-----|-------|-------|-------|

Non-operating income (expense)

| | | | | | | |
|-------------------|------|------|----|-------|-------|------|
| Interest income | 4 | 4 | 0 | 19 | 29 | (10) |
| Interest expense | (35) | (63) | 28 | (270) | (438) | 168 |
| Net non-operating | (31) | (59) | 28 | (251) | (409) | 158 |

Total revenue less expenses

| | | | | | | |
|--|-----|-----|-----|-------|-------|-------|
| | 962 | 749 | 213 | 7,066 | 4,395 | 2,671 |
|--|-----|-----|-----|-------|-------|-------|

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January Statement of Cash Balances

\$000's

| | Actual 12 Months Ending 6/30/10 | Budget 12 Months Ending 6/30/11 | January Actual YTD |
|---|------------------------------------|------------------------------------|--------------------|
| Cash flows from operating activities: | | | |
| Net operating income | \$ 10,205 | \$ 6,273 | \$ 7,317 |
| Add back: depreciation | 3,887 | 4,000 | 2,275 |
| Add back: landfill closure costs | 304 | - | - |
| Add back: Post Retirement Benefit | 101 | - | - |
| Other working capital changes | (150) | (1) | 72 |
| Net cash provided by operating activities | <u>14,348</u> | <u>10,273</u> | <u>9,664</u> |
| Cash flows from capital and related financing activities: | | | |
| Bank loan | 750 | - | (750) |
| Payment of interest | (892) | (751) | (270) |
| Repayment of long-term debt | (8,244) | (10,450) | (10,450) |
| Repayment of capital leases | (176) | (180) | (39) |
| Net cash used in capital and related financing | <u>(8,562)</u> | <u>(11,381)</u> | <u>(11,509)</u> |
| Cash flows from investing activities: | | | |
| Receipts of interest | 66 | 50 | 19 |
| Capital expenditures | (1,300) | (2,242) | (390) |
| Net cash used in investing activities | <u>(1,234)</u> | <u>(2,192)</u> | <u>(371)</u> |
| Net increase (decrease) in cash | 4,551 | (3,300) | (2,216) |
| Cash, beginning of period | 18,424 | 19,524 | 22,975 |
| Cash, end of period | <u>\$ 22,975</u> | <u>\$ 16,224</u> | <u>\$ 20,759</u> |
| Detail | | | |
| Operating Cash Reserve | - | - | - |
| Long Term Capital Reserve | 1,673 | 523 | 1,673 |
| Landfill Closure reserve | - | - | - |
| Bond Payment Reserves | 11,324 | 7,353 | 4,001 |
| Debt Service Reserves | 3,292 | 3,292 | 3,292 |
| Other Cash | 6,686 | 5,056 | 11,793 |
| Total | <u>\$ 22,974</u> | <u>\$ 16,224</u> | <u>\$ 20,759</u> |

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Tonnage Comparison
January 2011 FY YTD

| | <u>Jan</u> | <u>Budget</u> | <u>To Budget</u> | <u>Variance</u> | <u>%</u> | <u>Prior Year</u> | <u>Change from</u> | <u>%</u> |
|--------------------|----------------|----------------|------------------|-----------------|----------------|-------------------|--------------------|-----------------|
| | | | | | | | <u>Prior Year</u> | <u>Variance</u> |
| Member Residential | 36,973 | 35,321 | 1,652 | 5% | 38,450 | (1,477) | -4% | |
| Commercial | 38,178 | 31,068 | 7,110 | 23% | 34,939 | 3,238 | 9% | |
| Spot | 25,667 | 29,167 | (3,500) | -12% | 44,069 | (18,402) | -42% | |
| Recycling | 21,279 | 19,425 | 1,854 | 10% | 19,494 | 1,785 | 9% | |
| Totals | 122,097 | 114,980 | 7,116 | 6% | 136,952 | (14,856) | -11% | |

MONTHLY TOTAL MSW TONNAGES (INCLUDING SPOT MARKET)

| | 2000/01 | 2001/02 | 2002/03 | 2003/04 | 2004/05 | 2005/06 | 2006/07 | 2007/08 | 2008/09 | 2009/10 | 2010/11 |
|-------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| JUL | 16,738.26 | 15,574.18 | 13,271.34 | 14,482.90 | 15,315.37 | 13,901.78 | 15,024.28 | 14,947.61 | 15,963.52 | 18,856.18 | 16,038.44 |
| YTD | 16,738.26 | 15,574.18 | 13,271.34 | 14,482.90 | 15,315.37 | 13,901.78 | 15,024.28 | 14,947.61 | 15,963.52 | 18,856.18 | 16,038.44 |
| AUG | 16,555.26 | 16,099.21 | 13,676.09 | 14,572.64 | 15,302.61 | 14,808.65 | 17,796.24 | 15,707.88 | 14,539.72 | 17,701.68 | 15,384.02 |
| YTD | 33,293.52 | 31,673.39 | 26,947.43 | 29,055.54 | 30,617.98 | 28,710.43 | 32,820.52 | 30,655.49 | 30,503.24 | 36,557.86 | 31,422.46 |
| SEP | 11,256.97 | 13,511.36 | 14,072.30 | 15,198.87 | 14,559.17 | 13,411.53 | 16,299.81 | 12,267.74 | 13,756.56 | 17,563.32 | 14,435.46 |
| YTD | 44,550.49 | 45,184.75 | 41,019.73 | 44,254.41 | 45,177.15 | 42,121.96 | 49,120.33 | 42,923.23 | 44,259.80 | 54,121.18 | 45,857.92 |
| OCT | 12,397.12 | 14,535.17 | 13,187.56 | 15,250.56 | 14,245.68 | 15,000.12 | 14,856.00 | 13,778.03 | 13,717.42 | 17,702.98 | 14,411.18 |
| YTD | 56,947.61 | 59,719.92 | 54,207.29 | 59,504.97 | 59,422.83 | 57,122.08 | 63,976.33 | 56,701.26 | 57,977.22 | 71,824.16 | 60,269.10 |
| NOV | 13,575.02 | 13,452.02 | 12,759.51 | 12,762.05 | 14,357.88 | 15,380.16 | 14,080.62 | 13,540.32 | 12,230.62 | 15,161.13 | 14,459.33 |
| YTD | 70,522.63 | 73,171.94 | 66,966.80 | 72,267.02 | 73,780.71 | 72,502.24 | 78,056.95 | 70,241.58 | 70,207.84 | 86,985.29 | 74,728.43 |
| DEC | 12,985.27 | 13,044.96 | 12,617.67 | 14,627.99 | 14,502.87 | 14,014.52 | 14,365.69 | 12,407.44 | 13,561.83 | 16,658.48 | 13,837.51 |
| YTD | 83,507.90 | 86,216.90 | 79,584.47 | 86,895.01 | 88,283.58 | 86,516.76 | 92,422.64 | 82,649.02 | 83,769.67 | 103,643.77 | 88,565.94 |
| JAN | 13,284.28 | 12,824.40 | 12,723.92 | 12,534.27 | 14,618.88 | 14,117.00 | 14,134.41 | 13,657.26 | 11,542.86 | 13,814.84 | 12,251.64 |
| YTD | 96,792.18 | 99,041.30 | 92,308.39 | 99,429.28 | 102,902.46 | 100,633.76 | 106,557.05 | 96,306.28 | 95,312.53 | 117,458.61 | 100,817.58 |
| FEB | 11,508.10 | 10,712.00 | 10,882.56 | 11,106.04 | 13,927.83 | 13,307.45 | 10,999.50 | 13,404.36 | 11,453.68 | 12,553.67 | - |
| YTD | 108,300.28 | 109,753.30 | 103,190.95 | 110,535.32 | 116,830.29 | 113,941.21 | 117,556.55 | 109,710.64 | 106,766.21 | 130,012.28 | 100,817.58 |
| MAR | 13,151.76 | 11,882.69 | 11,807.41 | 13,181.80 | 14,690.40 | 15,143.28 | 11,904.11 | 12,189.43 | 12,587.44 | 15,734.19 | - |
| YTD | 121,452.04 | 121,635.99 | 114,998.36 | 123,717.12 | 131,520.69 | 129,084.49 | 129,460.66 | 121,900.07 | 119,353.65 | 145,746.47 | 100,817.58 |
| APR | 13,634.12 | 13,041.33 | 12,790.13 | 13,259.47 | 13,514.30 | 11,359.34 | 12,059.53 | 11,513.44 | 13,962.11 | 13,059.45 | - |
| YTD | 135,086.16 | 134,677.32 | 127,788.49 | 136,976.59 | 145,034.99 | 140,443.83 | 141,520.19 | 133,413.51 | 133,315.76 | 158,805.92 | 100,817.58 |
| MAY | 14,412.58 | 13,476.39 | 12,897.96 | 13,635.35 | 13,823.86 | 13,641.24 | 13,334.09 | 12,026.85 | 15,343.01 | 12,949.34 | - |
| YTD | 149,498.74 | 148,153.71 | 140,686.45 | 150,611.94 | 158,858.85 | 154,085.07 | 154,854.28 | 145,440.36 | 148,658.77 | 171,755.26 | 100,817.58 |
| JUN | 14,603.76 | 12,070.51 | 12,746.94 | 15,328.40 | 14,347.81 | 14,258.35 | 12,555.89 | 14,869.55 | 15,997.08 | 15,769.61 | - |
| TOTAL | 164,102.50 | 160,224.22 | 153,433.39 | 165,940.34 | 173,206.66 | 168,343.42 | 167,410.17 | 160,309.91 | 164,655.85 | 187,524.87 | 100,817.58 |

MONTHLY TOTAL RECYCLING TONNAGES

| | 2001/02 | 2002/03 | 2003/04 | 2004/05 | 2005/06 | 2006/07 | 2007/08 | 2008/09 | 2009/10 | 2010/11 |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| JUL | 1,439.83 | 1,392.49 | 1,670.01 | 1,536.03 | 1,801.55 | 1,963.92 | 2,212.79 | 2,776.35 | 2,761.09 | 3,217.54 |
| YTD | 1,439.83 | 1,392.49 | 1,670.01 | 1,536.03 | 1,801.55 | 1,963.92 | 2,212.79 | 2,776.35 | 2,761.09 | 3,217.54 |
| AUG | 1,549.36 | 1,380.26 | 1,611.16 | 1,725.95 | 2,157.27 | 2,285.15 | 2,394.69 | 2,729.66 | 2,636.60 | 3,219.21 |
| YTD | 2,989.19 | 2,772.75 | 3,281.17 | 3,261.98 | 3,958.82 | 4,249.07 | 4,607.48 | 5,506.01 | 5,397.69 | 6,436.75 |
| SEP | 1,474.21 | 1,420.08 | 1,836.76 | 1,742.24 | 2,117.62 | 2,078.68 | 2,045.61 | 2,868.29 | 2,721.67 | 3,161.04 |
| YTD | 4,463.40 | 4,192.83 | 5,117.93 | 5,004.22 | 6,076.44 | 6,327.75 | 6,653.09 | 8,374.30 | 8,119.36 | 9,597.79 |
| OCT | 1,998.15 | 1,667.28 | 1,800.58 | 1,593.15 | 1,993.01 | 2,294.74 | 2,357.24 | 2,783.06 | 2,827.04 | 2,916.87 |
| YTD | 6,461.55 | 5,860.11 | 6,918.51 | 6,597.37 | 8,069.45 | 8,622.49 | 9,010.33 | 11,157.36 | 10,946.40 | 12,514.66 |
| NOV | 1,750.31 | 1,596.47 | 1,483.24 | 1,744.19 | 2,198.55 | 2,277.91 | 2,256.00 | 2,333.81 | 2,662.58 | 3,050.06 |
| YTD | 8,211.86 | 7,456.58 | 8,401.75 | 8,341.56 | 10,268.00 | 10,900.40 | 11,266.33 | 13,491.17 | 13,608.98 | 15,564.72 |
| DEC | 1,764.33 | 1,841.63 | 1,919.08 | 1,936.94 | 2,256.75 | 2,166.13 | 2,362.55 | 2,937.11 | 3,198.83 | 3,142.29 |
| YTD | 9,976.19 | 9,298.21 | 10,320.83 | 10,278.50 | 12,524.75 | 13,066.53 | 13,628.88 | 16,428.28 | 16,807.81 | 18,707.01 |
| JAN | 1,707.27 | 1,765.43 | 1,467.16 | 1,657.08 | 2,114.52 | 2,068.29 | 2,564.76 | 2,441.23 | 2,685.89 | 2,572.04 |
| YTD | 11,683.46 | 11,063.64 | 11,787.99 | 11,935.58 | 14,639.27 | 15,134.82 | 16,193.64 | 18,869.51 | 19,493.70 | 21,279.05 |
| FEB | 1,547.84 | 1,395.61 | 1,394.75 | 1,497.44 | 1,689.38 | 1,633.72 | 2,139.22 | 2,096.49 | 2,290.24 | - |
| YTD | 13,231.30 | 12,459.25 | 13,182.74 | 13,433.02 | 16,328.65 | 16,768.54 | 18,332.86 | 20,966.00 | 21,783.94 | 21,279.05 |
| MAR | 1,459.30 | 1,572.04 | 1,629.24 | 1,774.99 | 2,016.88 | 1,823.79 | 2,258.34 | 2,354.49 | 2,998.01 | - |
| YTD | 14,690.60 | 14,031.29 | 14,811.98 | 15,208.01 | 18,345.53 | 18,592.33 | 20,591.20 | 23,320.49 | 24,781.95 | 21,279.05 |
| APR | 1,638.89 | 1,710.90 | 1,524.35 | 1,627.25 | 1,831.65 | 1,871.62 | 2,363.75 | 2,395.67 | 2,875.88 | - |
| YTD | 16,329.49 | 15,742.19 | 16,336.33 | 16,835.26 | 20,177.18 | 20,463.95 | 22,954.95 | 25,716.16 | 27,657.83 | 21,279.05 |
| MAY | 1,714.14 | 1,732.85 | 1,576.35 | 1,877.96 | 2,224.46 | 2,279.00 | 2,516.52 | 2,279.50 | 2,814.47 | - |
| YTD | 18,043.63 | 17,475.04 | 17,912.68 | 18,713.22 | 22,401.64 | 22,742.95 | 25,471.47 | 27,995.66 | 30,472.30 | 21,279.05 |
| JUN | 1,453.10 | 1,783.82 | 1,683.84 | 2,020.91 | 2,207.89 | 2,140.94 | 2,459.61 | 2,727.78 | 3,167.65 | - |
| | 19,496.73 | 19,258.86 | 19,596.52 | 20,734.13 | 24,609.53 | 24,883.89 | 27,931.08 | 30,723.44 | 33,639.95 | 21,279.05 |



FY '11 Tonrages to Date Compared to 5-Year Averages

| | 07/31/10 | 08/31/10 | 09/30/10 | 10/31/10 | 11/30/10 | 12/31/10 | 01/31/11 |
|------------------------|----------|------------|------------|------------|------------|------------|------------|
| TOTAL COMMERCIAL WASTE | (550.10) | (1,274.26) | (2,131.18) | (3,037.29) | (3,514.61) | (3,906.06) | (4,706.59) |
| TOTAL MUNICIPAL WASTE | (838.56) | (1,857.07) | (2,486.58) | (3,501.73) | (3,591.41) | (3,875.39) | (4,330.92) |
| TOTAL SPOT MARKET | 1,688.43 | 2,704.28 | 3,966.38 | 5,287.91 | 6,235.67 | 6,547.02 | 6,601.44 |
| TOTAL MSW | 299.77 | (427.05) | (651.38) | (1,251.11) | (870.35) | (1,234.43) | (2,436.07) |
| RECYCLING | 914.40 | 1,692.94 | 2,487.60 | 2,953.45 | 3,266.97 | 4,215.78 | 4,412.86 |
| TOTAL ALL MATERIAL | 1,214.17 | 1,265.89 | 1,836.22 | 1,702.34 | 2,396.62 | 2,981.35 | 1,976.80 |

| ANALYSIS OF ALL TONS | | | | | | |
|---|----------------|----------------|-----------------|---------------|---------------|--------------|
| FY 2011 Year to Date as of January 31, 2011 | | | | | | |
| Community | Waste | | | Recycle | | |
| | FY 6/30/10 | FY 6/30/11 | over/(under) | FY 6/30/10 | FY 6/30/11 | over/(under) |
| Bridgton | 1,419 | 1,425 | 6 | 361 | 387 | 26 |
| Cape Elizabeth | 1,564 | 1,561 | (3) | 690 | 786 | 96 |
| Casco | 562 | 552 | (10) | 125 | 216 | 91 |
| Cumberland | 1,008 | 943 | (66) | 426 | 525 | 100 |
| Falmouth | 1,330 | 1,227 | (103) | 1,028 | 1,037 | 9 |
| Freeport | 1,163 | 1,001 | (162) | 272 | 324 | 52 |
| Gorham | 1,297 | 1,263 | (34) | 771 | 742 | (29) |
| Gray | 1,533 | 1,573 | 40 | - | - | - |
| Harrison | 599 | 580 | (19) | 114 | 130 | 16 |
| Hollis | 578 | 566 | (12) | 193 | 185 | (8) |
| Limington | 1,023 | 929 | (94) | 64 | 66 | 1 |
| Lyman | 691 | 657 | (34) | 149 | 139 | (10) |
| North Yarmouth | 350 | 333 | (17) | 332 | 285 | (47) |
| Ogunquit | 429 | 405 | (24) | 53 | 51 | (2) |
| Portland | 6,161 | 5,929 | (231) | 2,946 | 3,090 | 144 |
| Pownal | 135 | 101 | (35) | 89 | 95 | 7 |
| Scarborough | 3,259 | 3,208 | (51) | 1,681 | 1,677 | (5) |
| South Portland | 4,103 | 3,646 | (457) | 1,439 | 1,498 | 59 |
| Waterboro | 1,450 | 1,092 | (357) | 264 | 327 | 64 |
| Windham | 1,319 | 1,255 | (64) | 951 | 956 | 5 |
| Yarmouth | 1,448 | 1,340 | (109) | 544 | 631 | 86 |
| Owner Member Total | 31,420 | 29,585 | (1,834) | 12,493 | 13,148 | 655 |
| Baldwin | 333 | 318 | (15) | 20 | 18 | (2) |
| Hiram | 333 | 314 | (19) | 20 | 24 | 5 |
| Naples | 688 | 672 | (15) | 153 | 78 | (75) |
| Parsonsfield | 554 | 413 | (141) | 56 | 61 | 6 |
| Porter | 333 | 318 | (15) | 20 | 18 | (2) |
| Saco | 3,009 | 3,011 | 2 | 1,039 | 1,064 | 25 |
| Standish | 1,782 | 1,794 | 12 | 435 | 388 | (47) |
| Associate Member Total | 7,031 | 6,841 | (190) | 1,741 | 1,651 | (90) |
| Andover | - | - | - | - | 16 | 16 |
| Cornish | - | - | - | 22 | 27 | 5 |
| Harpswell | - | 242 | 242 | - | - | - |
| Jay | - | - | - | - | - | - |
| Livermore Falls | - | 232 | 232 | - | 158 | 158 |
| Limerick | - | - | - | - | - | - |
| Manchester | - | - | - | - | 30 | 30 |
| Monmouth | - | - | - | 199 | 173 | (26) |
| North Haven | - | 12 | 12 | - | - | - |
| Old Orchard Beach | - | - | - | - | 177 | 177 |
| Poland | - | - | - | 266 | 243 | (23) |
| Readfield | - | - | - | - | 70 | 70 |
| Sanford | - | 61 | 61 | - | 655 | 655 |
| Wayne | - | - | - | - | - | - |
| Contract Member Total | - | 547 | 547 | 486 | 1,547 | 1,061 |
| All Member Total | 38,450 | 36,973 | (1,477) | 14,720 | 16,346 | 1,626 |
| Spot Market | 44,069 | 25,713 | (18,356) | - | - | - |
| Commercial | 34,939 | 38,131 | 3,192 | 4,773 | 4,933 | 160 |
| Total | 117,459 | 100,818 | (16,641) | 19,494 | 21,279 | 1,785 |

Waste-to-energy Facility Electricity Generation

| Generation Period | Availability | On Peak | Off Peak | Total KWHs | On Peak Rate | Off Peak Rate | Revenues |
|-------------------|--------------|-----------|-----------|------------|--------------|---------------|-----------|
| Jan-09 | 90% | 2,945,020 | 3,802,363 | 6,747,383 | \$0.0971 | \$0.0773 | \$621,560 |
| Feb-09 | 97% | 3,104,417 | 3,511,712 | 6,616,129 | \$0.0982 | \$0.0772 | \$617,901 |
| Mar-09 | 78% | 2,648,993 | 2,960,993 | 5,609,986 | \$0.0831 | \$0.0667 | \$462,656 |
| Apr-09 | 66% | 2,804,854 | 2,650,600 | 5,455,450 | \$0.0723 | \$0.0544 | \$392,288 |
| May-09 | 94% | 3,527,939 | 4,518,672 | 8,046,611 | \$0.0702 | \$0.0534 | \$534,616 |
| Jun-09 | 91% | 3,526,138 | 3,667,987 | 7,194,125 | \$0.0762 | \$0.0552 | \$520,495 |
| Jul-09 | 95% | 3,807,050 | 3,690,597 | 7,497,647 | \$0.0850 | \$0.0614 | \$599,850 |
| Aug-09 | 99% | 3,716,120 | 4,638,122 | 8,354,242 | \$0.0843 | \$0.0618 | \$650,030 |
| Sep-09 | 98% | 3,606,261 | 4,364,408 | 7,970,669 | \$0.0730 | \$0.0556 | \$555,761 |
| Oct-09 | 95% | 3,827,493 | 4,072,705 | 7,900,198 | \$0.0740 | \$0.0562 | \$561,672 |
| Nov-09 | 94% | 3,569,156 | 4,120,551 | 7,689,707 | \$0.0770 | \$0.0592 | \$568,778 |
| Dec-09 | 98% | 3,811,497 | 4,354,948 | 8,166,445 | \$0.0836 | \$0.0656 | \$653,855 |
| Jan-10 | 98% | 3,310,034 | 4,482,631 | 7,792,665 | \$0.0971 | \$0.0773 | \$717,439 |
| Feb-10 | 95% | 3,038,210 | 3,650,447 | 6,688,657 | \$0.0982 | \$0.0772 | \$629,756 |
| Mar-10 | 96% | 3,668,101 | 3,741,131 | 7,409,232 | \$0.0831 | \$0.0667 | \$612,036 |
| Apr-10 | 61% | 1,897,314 | 2,169,219 | 4,066,533 | \$0.0723 | \$0.0544 | \$312,336 |
| May-10 | 93% | 3,407,537 | 4,431,390 | 7,838,927 | \$0.0702 | \$0.0534 | \$533,701 |
| Jun-10 | 93% | 3,787,872 | 3,946,891 | 7,734,763 | \$0.0762 | \$0.0552 | \$552,430 |
| Jul-10 | 96% | 3,451,635 | 4,510,803 | 7,962,438 | \$0.0850 | \$0.0614 | \$616,555 |
| Aug-10 | 98% | 3,880,733 | 4,478,367 | 8,359,100 | \$0.0843 | \$0.0618 | \$650,513 |
| Sep-10 | 94% | 3,536,806 | 4,092,807 | 7,629,613 | \$0.0730 | \$0.0556 | \$531,986 |
| Oct-10 | 99% | 3,684,282 | 4,715,036 | 8,399,318 | \$0.0740 | \$0.0562 | \$583,762 |
| Nov-10 | 93% | 3,482,344 | 3,838,460 | 7,320,804 | \$0.0770 | \$0.0592 | \$541,771 |
| Dec-10 | 96% | 3,502,186 | 3,882,453 | 7,384,639 | \$0.0836 | \$0.0656 | \$592,910 |
| Jan-11 | 96% | 3,333,950 | 4,024,645 | 7,358,595 | \$0.0971 | \$0.0773 | \$680,335 |
| Feb-11 | | | | | \$0.0433 | \$0.0433 | |

Electric revenues include renewable energy credits and installed capacity payments

POSTBURN METALS MINING
LICENSE AGREEMENT
ecomaine ASH LANDFILL

SUMMARY:

ecomaine staff and legal council has completed the negotiation of a License Agreement for the mining and reclamation of postburn metals from the ash landfill. Summary details of the proposed project were presented to the Executive Committee in September, 2010 and to the Board of Directors in October, 2010. The completed License Agreement with **RMP-EM LLC (RMP)** of Twinsburg, Ohio, dated March 1, 2011, is generally similar to the previously presented agreement with modifications reducing the project duration, added requirements and financial assurance for the repair and restoration of the site and the addition of a compliance inspection requirement.

The previously presented summary of the agreement has been modified and updated to reflect the changes to the final agreement.

BACKGROUND:

ecomaine's Ash landfill occupies about 20 acres and operated from 1988 until ash dumping was moved to the new expansion area in July, 2009. During approximately 21 years of operation, the area received approximately 800,000 tons of ash from the Waste to Energy Plant. This ash contains 9% to 16%, by weight, of ferrous metals. These metals, described as "postburn" include: steel cans, bed springs, plumbing and automotive parts and other iron and steel items mostly small enough to be disposed in household trash. Around 2004, ecomaine installed a magnetic separator which removes about 4.5 to 5% (2,000 tons per year) of metal from the ash, which is then sold for recycling. The remaining metal which is not picked up by the magnet is then landfilled with the ash. A study conducted in October, 2008, indicated that it might be practical to recover an additional 9%, by weight, from the ash presently being landfilled. A conservative estimate of the ferrous metals which might be recoverable from the ashfill is 60,000 to 80,000 tons. The ashfill also contains some non-ferrous metals, primarily consisting of copper and aluminum, although the 2008 study indicated that the non ferrous portion represents only about 5% of the total metal.

MINING AND RECLAMATION:

On April 27, 2010, ecomaine received a written proposal from **RMG** (Reserve Management Group) of Solon, Ohio. **RMG** is a family of distinct, but related, businesses involved in recycling, scrap metal processing, materials handling, equipment sales and purchasing, and property management. One of RMG's subsidiaries is **RMP-EM, LLC (RMP)** of Twinsburg, Ohio. Beginning in mid-2010, ecomaine and **RMP** began negotiations for an exclusive limited License Agreement to install and operate a mobile reprocessing facility on or abutting the ecomaine ash landfill to extract metals contained in the ash. All processing will be done at the ecomaine Landfill and the ash separated from the recovered metals returned to the ashfill, compacted, graded and the temporary geomembrane cover replaced.

A summary of the terms and conditions of this agreement follows:

TERMS AND CONDITIONS OF AGREEMENT:

- 1) **TERM:** The term of this agreement will be 3 years from the March 1, 2011, contract date.
- 2) **REPAIR AND RESTORATION OBLIGATIONS:** RMP will reinstall any section of the geomembrane cover if the operation is suspended for more than 30 days. IF RMP damages the synthetic liner or geomembrane cover, they will be required to replace it at their cost.
- 3) **COMPLIANCE INSPECTOR:** RMP will reimburse **ecomaine** up to \$10,000 per year to employ a compliance inspector to determine if the operation is in compliance with applicable laws and permit requirements.
- 4) **FINANCIAL ASSURANCE FOR RESTORATION:** RMP will obtain an irrevocable letter of credit in the amount of \$200,000 to provide for restoration of the site and the removal of equipment in the event the agreement is terminated prior to completion of the project.

FEES:

- 1) **PERMITS:** RMP will pay for all permits and licenses needed for the project
- 2) **MATERIALS RECOVERED:** RMP will pay **ecomaine** the following fees based on the weight of metals extracted and removed:

| <u>Tons of Recovered Material</u> | <u>Fee Per Ton</u> |
|-----------------------------------|--------------------|
| 0 – 2000 | \$0.00 |
| 2,000 – 10,000 | \$5.00 |
| Over 10,000 | \$8.00 |

INSURANCE:

RMP proposes to carry Insurance with **ecomaine** as a named insured including Worker’s Compensation and Employers Liability of not less than \$1,000,000.

Comprehensive General Liability for not less than \$2,000,000.

Automobile liability for not less than \$2,000,000.

Excess Liability of \$5,000,000.

Environmental Pollution Liability of \$2,000,000 per claim, with an aggregate limit of at least two times the per claim limit.

OPINION:

ecomaine staff has reviewed the **RMP** agreement and believe that the metals recovery project would not impact the normal operation or environmental integrity of the landfill or create future operations or maintenance problems.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2011 (hereinafter, the "Commencement Date") between ECOMAINE, a Maine nonprofit corporation, (hereinafter, "ECOMAINE") whose address is 64 Blueberry Road, Portland, Maine and RMP-EM, LLC, an Ohio limited liability company with a mailing address of 1831 E. Highland Road, Twinsburg, Ohio 44087 (hereinafter, "RMP").

RECITALS

WHEREAS, ECOMAINE owns and operates a landfill located between County Road and Running Hill Road on 240 contiguous acres in Cumberland County, Maine (hereinafter, the "Landfill").

WHEREAS, amongst other cells, the Landfill contains cells of disposed post-burn material solid waste, the location of which are identified on Attachment "A" hereto as "Landfill/Ashfill" and "Landfill/Ashfill Expansion Area", and are collectively referred to hereinafter as the "Ash Cells".

WHEREAS, the Ash Cells contain ferrous and non-ferrous materials (hereinafter, collectively referred to as the "Metals");

WHEREAS, RMP desires to reprocess the materials contained within the Ash Cells to extract the Metals;

WHEREAS, ECOMAINE and RMP have agreed that RMP will install and operate a mobile reprocessing facility at the Landfill on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals.** The above recitals are true and accurate and incorporated into the terms hereof.
- 2. Grant of License.** Subject to the terms and conditions set forth in this Agreement, ECOMAINE hereby grants RMP an exclusive limited license to (i) enter and exit the Landfill through a commercially reasonable location and at reasonable times, to be designated by ECOMAINE, for the purpose of accessing the Ash Cells; (ii) install and operate a mobile reprocessing facility at locations on and abutting the Ash Cells as selected by ECOMAINE after consultation with RMP (hereinafter, the "Process Site"), which Process Site shall not exceed three (3) acres at any time and may be changed by ECOMAINE from time to time upon consultation with RMP; and (iii) temporarily store extracted Metals before and after processing at such location(s) at the Landfill as ECOMAINE may designate from time to time, provided that, except with prior written consent of ECOMAINE, such Metals shall not be stored for a period longer than sixty (60) days and such processing at a Process Site shall not be suspended or abandoned for a period in excess of thirty (30) days. RMP shall bear all costs and expenses arising in connection with any change in the Process Site, any temporary storage of extracted Metals, and any suspension or abandonment of processing at a Process Site during the Term hereof.
- 3. Exclusivity.** During the Term hereof, RMP shall have the exclusive right to reprocess the Ash Cells to extract the Metals contained therein.
- 4. Installation of Equipment by RMP.** In connection with its operation, RMP shall be permitted to install such equipment at the Process Site as RMP shall deem reasonably necessary. All such equipment installed by RMP shall, subject to Section 13 hereof, remain the property of RMP and shall be operated exclusively by employees of RMP and/or RMP's subcontractor(s). If RMP uses or borrows tools, vehicles, materials or equipment (collectively, "Tools") provided by ECOMAINE, RMP (a) agrees that ECOMAINE has provided the Tools AS IS, with no representation or warranties; (b) assumes full

responsibility for the protection of the Tools; (c) assumes all liability for injuries or damages resulting from the use of the Tools; and (d) agrees to return the Tools to ECOMAINE in the same condition as when the Tools were provided to RMP. ECOMAINE does not have an obligation to lend Tools to RMP. RMP agrees that ECOMAINE may obtain the return of any such Tools upon demand and that RMP does not have, and will not have, any title or right to any such Tools or the use of the same. All such Tools shall be used by RMP only to perform the work described in Section 2 above. RMP shall secure and protect its own materials, tools, and equipment, as well as any materials and equipment provided by ECOMAINE.

5. Disposal of Reprocessed Ash. Except for the Metals that RMP deems desirable to extract, all other reprocessed materials shall be re-deposited in the Ash Cells. In the event that RMP extracts Metals from the Ash Cells, but then determines that the Metals are not commercially usable or marketable, RMP shall be permitted to re-deposit said Metals in the Ash Cells.

6. Compliance. RMP shall conduct its reprocessing operations at the Process Site in compliance with the terms of this Agreement and in compliance with: all applicable federal, state and local statutes, regulations and ordinances; all permits (including operating plan), licenses and authorizations applicable to the Process Site, as issued and as modified or amended; and all rules and regulations imposed by ECOMAINE in connection with RMP's operations at the Process Site and while on the Landfill ("Applicable Laws"). ECOMAINE may deny any subcontractor or invitee who fails to abide by Applicable Laws entry to the Landfill. RMP will obtain or cause to be obtained at its expense all permits, licenses and approvals, including modifications and amendments thereto, necessary to perform the work described in Section 2 above and to fulfill its obligations under the Agreement.

(i) **Compliance Inspector.** ECOMAINE may employ a Compliance Inspector against whom RMP shall have no reasonable objection ("Inspector"). The Inspector, as a representative of ECOMAINE, will visit the Process Site to determine if the reprocessing operations are in compliance with Applicable Laws. Whenever the Inspector considers it necessary or advisable, the Inspector will have authority to require inspection or testing by RMP of the reprocessing operations.

(ii) **Reimbursement of Compliance Inspector's Fees & Costs:** RMP shall reimburse ECOMAINE up to a maximum of Ten Thousand and 00/100 Dollars (\$10,000.00) per year following the Commencement Date for fees and costs charged by the Inspector to ECOMAINE for the inspections contemplated in section 6(i) above.

7. Records of Metals Extracted. Upon removal of the Metals from the Landfill, RMP shall cause the container or truck to be weighed at a certified scale to determine the weight of the Metals removed from the Landfill. On a monthly basis, RMP shall deliver copies of all weight tickets to ECOMAINE for Metals removed during the preceding month.

8. Right to Weigh; Audit Rights. ECOMAINE shall have the right to weigh all vehicles and containers of Metals extracted from the Ash Cells. ECOMAINE may confirm the tare weight of any vehicle hauling the Metals by or on behalf of RMP. RMP shall maintain accurate records of the weight of all Metals extracted from the Ash Cells during the Term hereof. ECOMAINE shall have the right to audit RMP's books and records that are directly relevant to the calculation of the license fees due by RMP, not more than once per year during the Term of this Agreement. ECOMAINE agrees to maintain all information obtained by it in the course of conducting such audit in confidence and not to use any such information except for purposes of enforcing the provisions of this Agreement.

9. License and Other Fees. RMP shall pay to ECOMAINE the following license fees (the "License Fees") based on the weight of Metals extracted and removed by RMP from the Landfill:

- (i) no fees are due by RMP for the first 2,000 tons of Metals extracted and removed from the Landfill;
- (ii) for each ton of Metals extracted and removed from the Landfill in excess of 2,000, but less than 10,000, RMP shall pay to ECOMAINE five dollars (\$5.00) per ton; and
- (iii) for each ton of Metals extracted and removed from the Landfill equal to or in excess of 10,000, RMP shall pay to ECOMAINE eight dollars (\$8.00) per ton.

The License Fees shall be paid by RMP to ECOMAINE once per quarter. Within ten (10) days following the close of each quarter (i.e. March 31, June 30, September 30 and December 31) during the Term hereof, RMP shall pay to ECOMAINE all License Fees then due.

10. Ownership of Material. All Metals extracted from the Ash Cells during the Term hereof shall be and become the property of RMP and RMP shall be free to use or market any and all such materials as RMP sees fit and shall be exclusively entitled to the proceeds thereof during the term hereof. ECOMAINE makes no warranties, express or implied with respect to any Metals or, except as may otherwise be provide in any indemnification set forth in §15 of the Agreement, with respect to the Ash Cells, the Process Site, or the Landfill, and hereby expressly **DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

11. Volume of Ferrous and Non-Ferrous Materials. RMP and ECOMAINE agree that neither makes any representation or warranty to the other as to the volume of Metals in the Ash Cells.

12. Term. This Agreement shall commence on Commencement Date (as identified in the preamble) and be in effect for a period of three (3) years from the Commencement Date (the "Term"). This Agreement may not be extended without mutual written agreement of the parties.

13. RMP's Repair/Restoration Obligations. RMP shall:

- (i) for any section of geomembrane cover that RMP has removed, RMP, at its sole costs and expense, shall reinstall the cover if RMP suspends operation of the mobile processing facility for a period of time exceeding thirty (30) days;
- (ii) if RMP suspends operation of the mobile processing facility for a period of time exceeding ninety (90) days, RMP, at its sole cost and expense, shall restore the Process Site to the condition it was in prior to the placement of the equipment thereon, including, but not limited to, returning ash to the Landfill, compacting and grading the Landfill, and replacing the geomembrane cover;
- (iii) at the expiration or earlier termination of the Term, RMP shall at its sole cost and expense remove all of its equipment located at the Process Site and restore the Process Site to the condition it was in prior to the placement of the equipment thereon, including, but not limited to, returning ash to the Landfill, compacting and grading the Landfill, and replacing the geomembrane cover; and
- (iv) immediately notify ECOMAINE if RMP damages the synthetic liner or geomembrane cover, and cause same to be repaired; and if unable to be repaired,

then RMP shall be obligated to replace that portion of the damaged liner and/or cover.

If RMP fails to remove its equipment from the Process Site at the expiration of the Term or within sixty (60) days of the earlier termination of the Term, ECOMAINE shall have the right, but not the obligation, to remove and/or store the equipment at RMP's sole cost and expense and with no liability to ECOMAINE due to any losses or damages arising therefrom. Following the Term, if RMP abandons the equipment, in addition to any other rights and remedies of ECOMAINE at law or in equity, ECOMAINE shall have the right to remove, store, discard and/or sell the equipment and retain all sale proceeds.

14. Indemnity by RMP. As further consideration for ECOMAINE entering into this Agreement, RMP hereby agrees to indemnify, defend, save and hold ECOMAINE harmless from any and all claims, actions, causes of action, lawsuits, costs, expenses (including reasonable attorney's fees and consultants' fees and expenses), damages and liabilities incurred or arising as a result of any act or omission of RMP in the conduct of its operations at the Landfill and/or any breach of this Agreement, except to the extent caused in whole or in part by any act, omission or default of ECOMAINE arising out of ECOMAINE's operations at the Landfill or elsewhere. Without limiting the foregoing, this indemnification expressly includes (i) RMP's failure to comply with the terms of this Agreement, including, but not limited to, all warranties provided hereunder, or (ii) the fault of, or any act of negligence, or willful misconduct, by RMP, RMP's subcontractors, RMP's suppliers, or of anyone acting under its or their direction or control, or on its or their behalf in connection with or incidental to the performance of this Agreement; (iii) claims and losses related in any way to actual or threatened contamination or adverse effects on the environment, natural resources, human health or safety of employees arising out of or relating to the operations or activities of RMP or its employees, subcontractors, or other persons engaged by or through RMP at the Process Site on or after the Commencement Date, including without limitation, claims arising under CERCLA, RCRA or any similar laws relating to hazardous materials, toxic substances or otherwise relating to the protection of the environment, from the activities of RMP and its employees and agents on the Landfill after the Commencement Date; and (iv) any fines, assessments, penalties, and other similar charges related in any way to the failure by RMP or its officers, directors, employees, agents, contractors, subcontractors, vendors, representatives or other persons engaged by or through RMP to adhere to applicable federal, state, or local laws, rules, regulations, permits, codes, ordinances, decrees or other directives and/or pronouncements of any governmental authority, including, without limitation, laws regarding the environment, natural resources, human health, or safety of employees in respect of the activities of RMP, its employees and agents at the Landfill. This Section shall survive the expiration or earlier termination of this Agreement. RMP agrees that it shall be fully responsible and liable under this Section for acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by RMP.

15. Indemnity by ECOMAINE. In consideration of RMP entering into this Agreement, ECOMAINE hereby agrees to indemnify, defend, save and hold RMP, its parent, subsidiary and affiliated entities and their respective directors, officers, and employees, harmless from any and all claims, actions, causes of action, lawsuits, costs, expenses (including reasonable attorney's fees and consultants' fees and expenses), damages and liabilities incurred or arising as a result of any act or omission of ECOMAINE in the conduct of its operations at the Landfill, except to the extent caused in whole or in part by any act, omission or default of RMP, its employees or agents, or arising out of RMP's operations at the Landfill or elsewhere. Without limiting the foregoing, this indemnification expressly includes (i) ECOMAINE'S failure to comply with the terms of this Agreement, including, but not limited to, all warranties provided hereunder, or (ii) the fault of, or any act of negligence, or willful misconduct, by ECOMAINE, ECOMAINE'S subcontractors, ECOMAINE'S suppliers, or of anyone acting under its or their direction or control, or on its or their behalf in connection with or incidental to the performance of this Agreement; (iii) claims and losses related in any way to actual or threatened contamination or adverse effects on the

environment, natural resources, human health or safety of employees arising out of or relating to the operations or activities of ECOMAINE or its employees, subcontractors, or other persons engaged by or through ECOMAINE, including without limitation, claims arising under CERCLA, RCRA or any similar laws relating to hazardous materials, toxic substances or otherwise relating to the protection of the environment, from the disposal of materials at the Landfill, and (iv) any fines, assessments, penalties, and other similar charges related in any way to the failure by ECOMAINE or its officers, directors, employees, agents, contractors, subcontractors, vendors, representatives or other persons engaged by or through ECOMAINE to adhere to applicable federal, state, or local laws, rules, regulations, permits, codes, ordinances, decrees or other directives and/or pronouncements of any governmental authority, including, without limitation, laws regarding the environment, natural resources, human health, or safety of employees in respect of the activities of ECOMAINE at the Landfill. This Section shall survive the expiration or earlier termination of this Agreement. ECOMAINE agrees that it shall be fully responsible and liable under this Section for acts and omissions of its subcontractors and of persons either directly or indirectly employed by it as it is for the acts and omissions of persons directly employed by ECOMAINE.

16. Insurance. RMP shall, at its sole expense, maintain in full force and effect throughout the term of this Agreement, the following insurance covering exposures applicable to it or the Landfill:

- (i) Worker's Compensation and Employer's Liability Insurance with statutory limits for WC and Employer's Liability of not less than One Million Dollars (\$1,000,000.00).
- (ii) Comprehensive General Liability Insurance written on an occurrence form, including Broad Form Contractual Liability Insurance, Protective Liability in such party's name, Broad Form Property Damage, and Completed Operations endorsements with not less than Two Million Dollars U.S. (\$2,000,000.00) per occurrence, Combined Single Limit and no general aggregate. Exclusions for explosions, collapse and underground property (X, C and U) shall be deleted and the coverage shall include waiver of subrogation, severability of interest and cross liability endorsements.
- (iii) Automobile Liability Insurance, written on an occurrence form, with an Employer's Non-Ownership Liability Endorsement in such party's name, with not less than Two Million Dollars U.S. (\$2,000,000.00) per occurrence Combined Single Limit.
- (iv) Excess Liability Insurance in the amount of Five Million Dollars U.S. (\$5,000,000.00).
- (v) Environmental/pollution liability insurance with limits of Two Million Dollars (U.S.) (\$2,000,000.00) per claim and with an aggregate limit of at least two times (2x) the per claim limit and the coverage shall include a waiver of subrogation in favor of the other party, severability of interest and cross liability endorsements.

All policies maintained by RMP pursuant to the provisions hereof shall be endorsed to ECOMAINE with thirty (30) days notice of termination or cancellation in coverage and must be maintained with an insurer licensed in the State of Maine with an AM Best A-, Class VII or better rating. ECOMAINE shall be named as additional insureds on the commercial general liability and automobile liability policies maintained by RMP. Satisfactory evidence of such insurance shall be submitted by RMP to ECOMAINE not less than thirty (30) days prior to installation of the mobile processing facility at the Process Site. The failure to timely submit evidence of the insurance is a material breach of this Agreement. In addition, a certificate of insurance confirming coverage as herein required shall be resubmitted on an annual basis.

17. Financial Assurance for Restoration Requirement in Section 13 Above. RMP shall cause to be issued an irrevocable letter of credit issued by a federally chartered bank or savings institution in the amount of \$200,000.00, naming ECOMAINE as the beneficiary, which shall

guarantee the satisfactory completion of RMP's obligations arising under Section 13 herein. RMP shall furnish to ECOMAINE the letter of credit not less than thirty (30) days prior to installation of the mobile processing facility at the Process Site. The failure to furnish satisfactory evidence of the letter of credit is a material breach of this Agreement. Unless otherwise agreed, the terms and content of the letter of credit shall be substantially similar to Attachment "B" hereto.

18. Termination. This Agreement and the license granted to RMP hereunder shall terminate:

- (i) Immediately upon the filing by or against RMP of a petition, consent or application under any federal or state bankruptcy law or any other law in which RMP is alleged to be insolvent or otherwise unable to pay its debts as they become due or the making by RMP of an assignment for the benefit of its creditors;
- (ii) Immediately upon the appointment of, or taking possession by, a receiver, trustee, assignee, bailee, creditor or other custodian of substantially all of the property of RMP, if such appointment or taking is not terminated, dismissed, vacated or released within 60 days after such appointment or taking;
- (iii) Immediately upon dissolution of RMP or the winding up of its affairs, its complete or partial liquidation, the suspension of all or any substantial portion of its business, or the termination of its existence;
- (iv) Immediately upon the attachment, trustee process, lien, levy or similar action or any combination thereof against any substantial portion of the property of RMP, if such attachment, trustee process, lien and levy are not wholly terminated and released within 60 days after their respective occurrence;
- (v) Immediately upon failure by RMP to pay license and other fees in accordance with Section 9 of this Agreement, where such default continues for more than 30 days from the due date;
- (vi) Immediately upon receipt by RMP of written notice of termination as a result of the failure of RMP to perform any obligation or covenant under this Agreement, including, but not limited to, the failure of RMP to conduct its operations in compliance with Section 6 of this Agreement, where such failure has not been cured within fourteen (14) days following ECOMAINE's provision of notice to cure setting out in reasonable detail the deficiency or breach complained of;
- (vii) By RMP, upon not less than thirty (30) days prior written notice of termination to ECOMAINE if RMP has determined that continued operations are no longer economically feasible; or
- (viii) At the expiration of the Term hereof, without further notice from ECOMAINE to RMP or vice versa, unless the Term is renewed pursuant to Section 12 of this Agreement.

The termination of this Agreement will not relieve either party of any obligation or liability accruing or arising prior to the effective date of such termination, which obligations and liabilities will remain outstanding until satisfied as herein required.

Upon termination of the Agreement, RMP shall immediately cease performance of any work and shall promptly remove all materials and equipment belonging to RMP that have not been incorporated into any premises owned by ECOMAINE, from ECOMAINE's premises. Upon termination, RMP shall also deliver to ECOMAINE all tools, equipment, and other items owned, or provided to RMP, by or on behalf of ECOMAINE. If, after termination, the amount of payments received by ECOMAINE upon any letter of credit supplied pursuant to the Agreement, is not sufficient to fully compensate ECOMAINE for its

damages, losses and costs resulting directly or indirectly from restoring the site, then RMP shall pay any excess amount to ECOMAINE within thirty (30) days following receipt of an undisputed invoice from ECOMAINE.

19. Enurement. This Agreement is binding on the parties hereto and their respective successors and assigns; provided, however, that RMP may not assign its rights and obligations under this Agreement without the prior written consent of ECOMAINE (which consent may be granted or withheld in the sole and absolute discretion of ECOMAINE).

20. Application of Laws. This Agreement shall be deemed to have been made and executed in the State of Maine, and any dispute arising hereunder will be resolved in accordance with the laws of the State of Maine without reference to its conflict of laws principles. In the event of a dispute related to this Agreement, the prevailing party shall be entitled to recover all its expenses related to such dispute including, but not limited to, reasonable attorneys' fees and court costs. For any action or suit under this Agreement or otherwise arising from the relationship between the parties, the parties agree any such dispute will only be brought in any federal or state court with appropriate jurisdiction over the subject matter hereof established or sitting in the State of Maine. The parties hereby waive trial by jury and/or any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any action or suit arising from such dispute with a venue so selected.

21. Invalidity, etc. In the event any provision of this Agreement (or portion thereof) is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be enforced to the fullest extent possible consistent with the stated intentions of the parties. Any failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of that or any other provision hereof in the future.

22. Force Majeure. Neither party shall be liable for failure or delay to perform any of its obligations hereunder during any period in which performance is delayed or rendered commercially impracticable by acts of God or public enemies, war or military activity, riots, insurrection or sabotage, fires, floods, explosions or other catastrophes, unusually severe weather, accidents, epidemics or quarantines, restrictions, acts of local, state, or national governments or public agencies, energy shortages, or utility or communication failures or delay ("Force Majeure"), provided that the party suffering such delay notifies the other party of the delay as soon as is reasonably possible, and in any event within five (5) calendar days of discovery thereof and uses reasonable efforts to correct such failure or delay in its performance.

23. Notices. All notices required or permitted under this Agreement shall be in writing, reference this Agreement, and be deemed given: (i) when delivered personally; (ii) when sent by confirmed telex or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All notices will be sent to the addresses set forth below or such other new address subsequently designated in writing by either party to the other in the manner herein provided.

If to ECOMAINE:

c/o General Manager
64 Blueberry Road Portland, Maine

If to RMP:

c/o Reserve Management Group
1831 E. Highland Road
Twinsburg, Ohio 44087
Attn: Steve Joseph, Managing Member

24. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. No amendment, supplement to, or modification of this Agreement

will be binding unless in writing and signed by a duly authorized representative of each of the parties.

25. Execution. This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of this Agreement by facsimile will have the same force and effect as delivery of the original signatures.

26. Consequential Damages. In no event shall ECOMAINE, on the one hand or RMP, on the other hand be liable to the other party for any indirect, incidental, special, exemplary, or consequential damages, however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of this Agreement or the services to be performed hereunder, even if advised of the possibility of such damage.

27. Relationship of Parties. ECOMAINE and RMP are not, and shall not be deemed to be, partners or joint venturers by reason of, or in connection with, the work described in Section 2 above or the Agreement. RMP shall have complete charge of its employees engaged in the performance of the work, and such employees shall not be considered to be employees, servants or agents of ECOMAINE in any respect. RMP shall perform the work in accordance with its own methods in an orderly and workmanlike manner, assume supervisory responsibility for and enforce strict discipline and order among its employees, and shall not employ any unfit or unskilled person in connection with the work.

28. No Third Party Beneficiaries. The Agreement is made solely for the benefit of ECOMAINE and RMP. No other person or entity shall have the ability to bring any action against ECOMAINE as a result of the Agreement, or to assume that ECOMAINE will exercise any rights or remedies provided in the Agreement. No person or entity other than ECOMAINE and RMP shall under any circumstances be deemed to be a beneficiary of any provision of this Agreement.

29. Safety. RMP shall conduct its operations so as to provide maximum safety to its employees and others while on ECOMAINE's premises and shall comply with the safety provisions and requirements of ECOMAINE. RMP shall perform the work in a safe and careful manner and use such safety devices and methods as are necessary to protect its employees, agents, subcontractors, ECOMAINE's employees and agents, other contractors and the public from bodily harm and damage. RMP shall have full responsibility for the conduct of all of its agents, employees, subcontractors, suppliers, and representatives and shall employ, and cause to be employed, and shall retain and permit to be retained in employment, only such employees as will be orderly and will in all respects cooperate and work in harmony with others at ECOMAINE's premises and the job site. RMP shall comply with, and shall cause its subcontractors and suppliers to comply with, and enforce, all laws, rules and regulations applicable to safety and health standards, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA), and any revisions to OSHA or successor legislation. RMP shall comply with, and shall enforce, all of ECOMAINE's facility and job site safety and security rules and procedures, provided that such rules and procedures do not conflict with OSHA or other safety laws, rules and regulations. RMP shall provide ECOMAINE with Material Safety Data Sheets for all applicable materials prior to delivery to ECOMAINE's site.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this License Agreement:

ECOMAINE, a Maine nonprofit corporation

Witness: _____ By: _____
Name: _____ Name: _____
Title: _____

Witness: _____
Name: _____

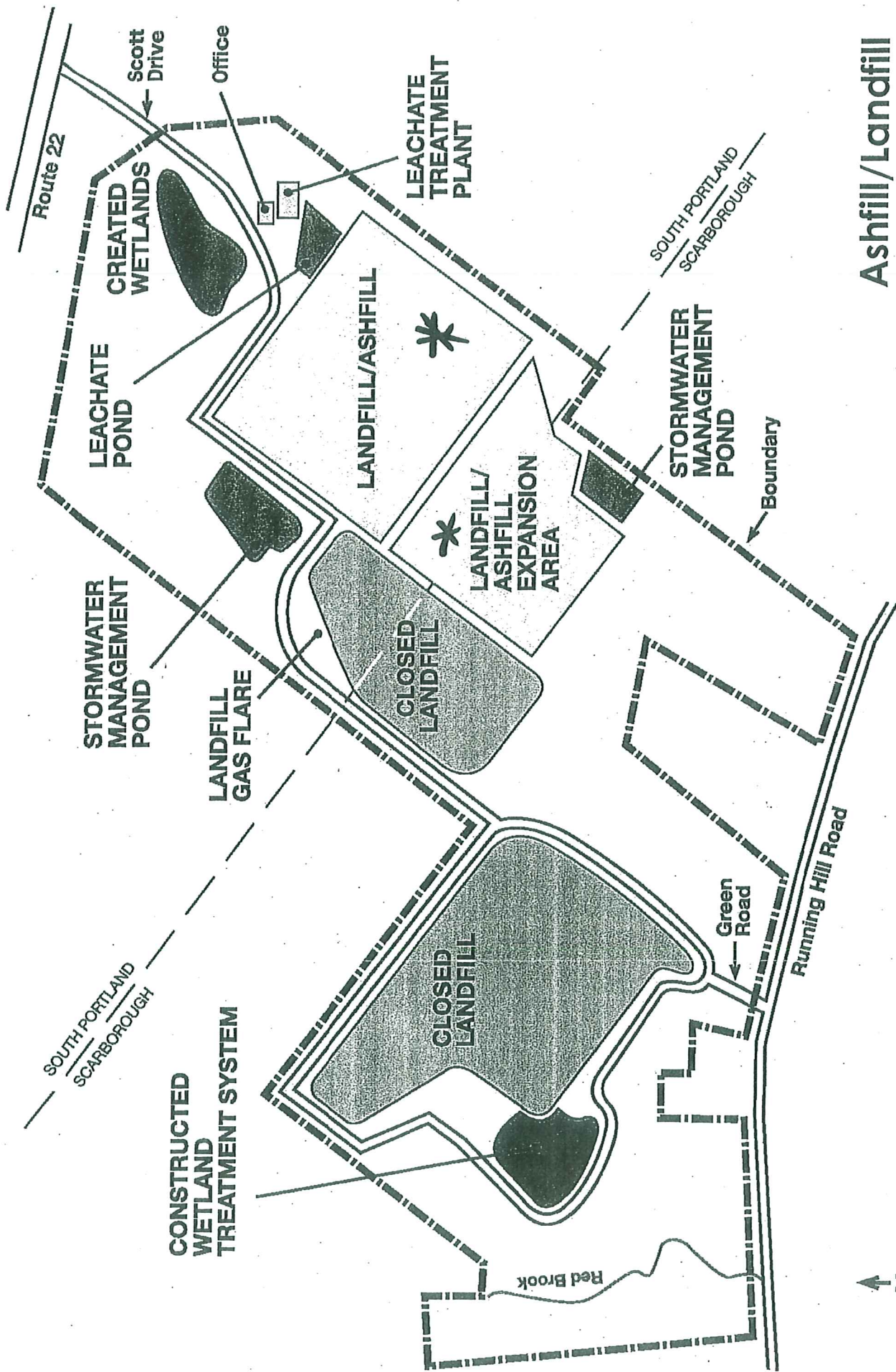
RMP-EM, LLC, an Ohio limited liability company

Witness: Saba Salloom By: [Signature]
Name: SABA SALLOOM Name: Steve Joseph
Title: Managing Member

Witness: Mandy Linceford
Name: Mandy Linceford

ATTACHMENT

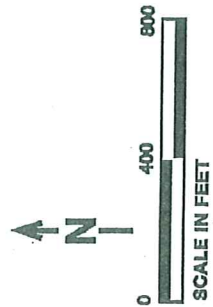
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Ashfill/Landfill

ecomaine
 the future of regional waste systems
 207-773-1738 • www.ecomaine.org

"A"



Handwritten initials

ATTACHMENT

B

ATTACHMENT B

[Bank Letterhead]

IRREVOCABLE LETTER OF CREDIT No. _____

DATE OF ISSUE:

ISSUING BANK:

AMOUNT: \$200,000.00

BORROWER: RPM-EM, LLC, an Ohio Limited Liability Company
1831 East Highland Road
Twinsburg, Oh 44087

BENEFICIARY: **ecomaine**, a Maine Non-Profit Corporation
64 Blueberry Road
Portland, Maine 04102

We hereby issue this irrevocable standby letter of credit (hereinafter, the "Letter of Credit") on behalf, and for the account, of our customer, RPM-EM, LLC (hereinafter, the "Customer") in favor of **ecomaine**, a Maine not for profit company (Charter No. 20060537ND) (hereinafter, the "Beneficiary") for the sum or sums not to exceed the aggregate amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (hereinafter, the "Maximum Amount") to be made available to Beneficiary for payment on draft upon sight when accompanied by the following two documents:

1. Affidavit from a professional engineer stating under oath: (i) the engineer is licensed in the State of Maine; (ii) the engineer has personally performed an inspection of the Ash Cells (as defined in License Agreement dated _____, 2011 between Applicant and Beneficiary, which License Agreement is hereinafter referred to as the "Agreement"); (iii) based upon the inspection, the engineer has determined that RMP-EM, LLC has failed to comply with Paragraph 13 of the Agreement; and (iv) the dollar amount that the engineer has determined ecomaine will reasonably incur for labor, services and materials to correct the default.
2. Affidavit from the Beneficiary's General Manager or other authorized representative stating under oath that the Beneficiary: (i) has delivered to RMP-EM, LLC written notice of a default under Paragraphs 13 and 18 of the Agreement along with the Affidavit identified in Paragraph No. 1 attached to the notice; (ii) that fourteen (14) days have elapsed since providing such written

ATTACHMENT B

notice of default; and (iii) RMP-EM, LLC has failed to cure the default.

Drafts drawn under this Letter of Credit must be accompanied by the original Letter of Credit.

This Letter of Credit shall be valid until the earlier of: (i) ninety (90) days following termination of the Agreement; or (ii) upon joint written notice by Customer and Beneficiary to us.

Funds under this Letter of Credit are available to Beneficiary in one or more drawings upon the presentation of one or more executed drafts payable at sight (including Affidavits), as well as the original of this Letter of Credit (including all amendments thereto, if any). Such draft(s) shall be presented to us at _____ on any business day except those in which banking institutions in our State are authorized or required by law to close. Partial drawings and multiple drawings are permitted under this Letter of Credit during the term hereof.

We hereby agree to honor one or more drafts drawn under, or demands for payment made under, and in conformity with this Letter of Credit, up to, in the aggregate, the Maximum Amount, and accompanied by the documents required by this Letter of Credit, and our honoring of such draft or demand shall not relieve our obligation to so honor any further drafts or demands; provided however, that the aggregate obligation to honor such drafts and demands shall not exceed the Maximum Amount as reduced by prior draws hereunder.

This Letter of Credit shall be governed by the laws of the State of _____ and sets forth in full the terms of our understanding with the Customer and Beneficiary, and this undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein, or in which this Letter of Credit is referred to, or to which it relates, except only the drafts referred to herein.

[NAME OF BANK]

By: _____
Name: _____
Its: _____