ecomaine

Memorandum

DATE: **April 11, 2025**

TO: **Chairman and Members of the Board**

FROM: **Kevin H. Roche, CEO/General Manager**

SUBJECT: **Agenda – Full Board of Directors Meeting**

There is an **ecomaine** Board of Directors Meeting **scheduled for Aprill 17, 2025 @ 4pm.** The meeting will be held at **ecomaine – 64 Blueberry Road, Portland Maine**. The agenda for this meeting is as follows:

1. Approval of the Minutes ***(Attachment A)***

2. **Executive Session Pursuant to 1 M.R.S.A. Sec. 405(6)(E):** for consultation between the Board and its attorney concerning potential litigation, where premature general knowledge would clearly place ecomaine at a substantial disadvantage within the contemplated litigation. (Motion to go into Executive Session indicating precise nature of the business of the Executive Session required).

3. **HM Payson Presentation:** Quarterly Review – Dan Lay & Noah Petrucci

4. Finance & Audit Committee Report – Michael Foley, Chair

5. Approval of Proposed FY 26 Budget ***(Attachment B)***

6. Resolution Authorizing the Issuance of Bonds and Notes of ecomaine for Certain Capital Projects ***(Attachments C)***

7. Landfill Construction - Time Lapse Video

8. Outreach & Recycling Committee Report – Caleb Hemphill, Chair

9. (A) – Resolution to Authorize Agreements with New Owner Communities ***(Attachment D-A)***
   - New Owner Community
     Joinder Agreement (Attachment D1)
     Joinder Agreement with Non-Approrpiation Clause (Attachment D2)
     Interlocal Addendum (Attachment D3)
     Waste Handling and Recycling Agreement (Attachment D4)

   (B) – Resolution to Authorize Agreements with New Contract Communities ***(Attachment D-B)***
   - New Contract Community (30 years)
     Contract for Waste Handling Agreement (Attachment D5)
     Contract for Recycling Services Agreement (Attachment D6))

9. Manager's Report:
   - Recycling Markets ***(Attachment E)***

   Financial Statements **FY 25 (Year-to Date)** ***(Provided Under Separate Cover)***
   - Financial Summary
   - Tonnage
   - Statement of Revenue & Expenses
   - Statistical Data
   - Summary Analysis of All Tons by Community
   - Electrical Generations Summary

10. Other:

Future Committee Meetings:

Finance & Audit Committee	05-15-2025 @ 3pm
Executive Committee	05-15-2025 @ 4pm
Outreach & Recycling Committee	05-22-2025 @ 4pm
Annual Board of Directors Meeting	**06-18-2025 @ 11:30am vs. 06-19-2024**

The Full Board or 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) 4/11/2025

ecomaine

Memorandum

Attachment A

DATE: April 1, 2025

TO: Chairperson and Members of the Board

FROM: Kevin H. Roche, CEO/General Manager

SUBJECT: **Full Board of Directors Meeting – Minutes**

There was an **ecomaine** Board of Directors Meeting held on March 20, 2025**.** The meeting was called to order by Erik Street, Chair.

Item 1: **Approval of Minutes:**

Michael Foley motioned to approve the minutes from January 16, 2025, Board Meeting. The motion was seconded by Troy Moon. All in favor.

Item 2: **Executive Session Pursuant to 1 M.R.S.A. Sec. 405(6)(E):** for consultation between the Board and its attorney concerning potential litigation, where premature general knowledge would clearly place ecomaine at a substantial disadvantage within the contemplated litigation. (Motion to go into Executive Session indicating precise nature of the business of the Executive Session required).

Caleb Hemphill Motioned to Enter into Executive Session. The motion was seconded by Mike Murray. All in favor.

Caleb Hemphill Motioned to Exit Executive Session. The motion was seconded by Linda Cohen. All in favor.

Erica Johansen, Council Jensen Baird will provide an updated summary at the next Full Board of Directors meeting, scheduled for April 17, 2025.

Item 3: **Finance & Audit Committee Report – Michael Foley, Chair**

Michael Foley provided the following update to the Board.

- A list of Cash Disbursements was reviewed and found no issues to report.
- Staff will provide information on changes to the bonding schedule, the proposed financing of FY 26 projects and the proposed budget for FY 26 today. This will also include a review the proposed resolution.

Item 4: **Outreach & Recycling Committee Report – Caleb Hemphill, Chair**

Caleb Hemphill reported that the committee last met on February 13, 2025, and reported out to the Executive Committee on that day. The following is an update from the committee:

- Zoe Malie, Program Manager provided presentation to the committee on the Multi-Family Recycling Grant.
- Staff's Outreach efforts have continued to increase with a multitude of activities; school assemblies, community events, facility tours transfer station visits and social media interactions.
- Nominations are now being accepted for the eco-excellence Awards, winners will be announced on Earth Day in April and recognized as part of the Annual Meeting. The deadline for nominations is April 4, 2025.

Item 5: **New Member Communities Update**

- Kevin Roche (Staff) provided an update on prospective communities interested in joining **ecomaine.** He noted that he had made offers to the York Communities over a year ago. As noted previously, the Town of Sanford has inquired about a Non-appropriation Clause in the agreement. Following discussion, there didn't appear to be objection to this clause.

Item 6: **Presentation: – Proposed Budget FY 26**

Kevin Roche (Staff) provided a presentation of the Proposed Budget for FY 26; he reviewed the forecast for current year FY 25 and reviewed the FY 26 budget. He reviewed and noted that we will have a balanced budget for next year. He provided information on trends in the development of the budget and discussed the challenges we will have as interest & principal payments begin next year.

In conclusion, he noted that the proposed budget provides continued growth initiatives and maintains our commitment of our mission. There was a lengthy discussion.

Item 7: **Notice of Meeting on April 17, 2025, regarding Financing of Expenditures**

Greg L'Heureux (Staff) discussed plans to postpone borrowing on proposed projects. He noted that payment is not needed at this time and that staff and our financial team are recommending that we delay financing until needed later this year. The resolution will be sent shortly. There was a lengthy discussion. Rod Regier requested staff prepare a summary of debt for review at the Budget Workshop.

Item 8: **Managers Report**

Kevin Roche (Staff) provided the following:

- Staff are working on obtaining 3 Permits, (1) New Recycling Facility, (2) Repurpose of Old MRF for future use and (3) Permit for revision at the Landfill. He discussed the benefits of the permits.
- Staff reviewed the Recycling Market Improvement.

Adjourn: Michael Foley Motioned to adjourn. Motion seconded by Troy Moon. All in favor.

Present: Bob Burns, Carrye Castleman-Ross, Linda Cohen, Don Cushing, Terry Deering, Dave Durrell, Michael Foley, Matthew Frank, Caleb Hemphill, Doug Howard, Steve Kelley, Troy Moon, Mike Murray, Rod Regier, Heid Richards, Erik Street & Tim Thompson

Guest: Erica Johanson, Attorney – Jensen Baird

Staff: Wei Huang, Greg L'Heureux, Denise Mungen, Kevin Roche, Julian Sellers & Kevin Trytek

ATTACHMENT B

ecomaine

PROPOSED BUDGET

FY 26

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FY 2026 Operating Budget - Table of Contents

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

Associate Members
Baldwin
Hiram
Naples
Parsonsfield
Porter
Saco
Standish

Contract Members
Alfred
Appleton
Augusta
Brownfield
Blue Hill
Brooklin
Brooksville
Brownfield
Chebeague Island
Cornish
Eliot
Fayette
Frye Island
Fryeburg
Greenland, NH
Kennebunkport
Kittery
Lamoine
Liberty
Limerick
Livermore Falls
Monmouth
Newington, NH
North Haven
Old Orchard Beach
Otisfield
Owl's Head
Poland
Readfield
Rockland
Sanford
Sedgwick
Shapleigh
Somerville
South Thomaston
Surry
Swanville
Thomaston
Union
Vinalhaven
Washington
Wayne
Woolwich

March 20, 2025

Dear Board of Directors:

I'm submitting to you the proposed budget for FY26 for your review and consideration. This includes a financial forecast for FY 25 which is looking to be considerably favorable to budget by about $2 million. This is due to positive variances in electrical revenues, commercial tipping fees and overall favorable expenses. Inflation has also come down to a more modest level (CPI U presently at 2.82%).

Notable to next year's budget proposal is that our finance team put together a balanced budget, something that will help us preserve our reserves over the next year. That said, from a more challenging perspective, this will be the first full year of the interest impact of the borrowing of $35.5 million for the improvements to the new recycling facility, the landfill and the waste-to-energy facility. Also included in the proposed budget for next year is $10.1 million in capital improvements for the upcoming year, of which we are proposing to bond this fall for $6.4 million.

Current Projections for FY25

Turning again to the forecast for FY25, we anticipate that revenues will come in at $29 million which is $691 thousand favorable to budget. The notable revenue variances are Commercial Tipping Fees favorable by $392 thousand, Electrical Revenue favorable by $609 thousand and Recycling Tipping Fees unfavorable by $411 thousand.

On the operating expense side, we're forecasting $25 million which is $180 thousand (0.7%) favorable to the FY25 budget. Most of this positive variance can be attributed to wages and benefits coming in favorably ($327 thousand), WTE electricity (favorable $127 thousand) and Landfill Leachate (favorable $228 thousand).

The forecast does anticipate one significant unfavorable result for WTE Bypass ($676 thousand) which is attributed more bypass waste and to removing more waste material from the landfill. Total Net Operating Income (before Interest, Depreciation and Amortization) is forecasted to be a positive $4.83 million or $871 thousand favorable to budget. Total Net Income on a GAAP basis is forecasted to be $964 thousand which is favorable to budget by $2.075 million.

Proposed FY26 Budget vs the FY25 Budget

Comparing the FY26 budget with the FY25 budget, expenses are up by $2.685 million, however the increase is covered by revenues which are up by $5.2 million. This results in a Total Net Operating Income of $6.5 million as compared to last year's $3.96 million. Total Net Income on a full GAAP basis is budgeted at a **breakeven** as compared to last year's budgeted loss of $1.1 million.

Erik Street, Chairman. Kevin H. Roche, CEO/General Manager
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On a budget-to-budget comparison, the reasons why Revenues are up $5.2 million (18.0%) are due to an increase in Tipping Fees which are favorable by $2.975 million, Electrical Revenue which is favorable by $1.76 million and Recycling Tipping Fees which are favorable by $263 thousand.

On the expense side, most of the $2.7 million increase (10.7%) can be attributed to WTE Bypass (up 217.5%), Benefits (up 8.1%), and WTE Chemicals (up 7.6%), while Landfill Leachate is down $93 thousand (16%).

On the Non-Operating income and expense side, we've analyzed investment income over the past several years and it recognizes annual earnings of approximately 7.7%. For FY26, we are budgeting $882,000, which is a slight decline from last year ($980,000). Offsetting this revenue is interest expense which is increasing as a result of the financing. This added debt will result in an increase in Interest Expense of $468 thousand.

Proposed Capital spending in FY26 is $10.1 million which includes a proposed borrowing of $6.4 million. It's important to keep in mind that several of these capital improvements were re-allocated from last year and furthermore, the improvements to the economizer will extend into FY27.

In summary, I'm pleased to report that this is the first year we have been able to present a balance budget in some time. We are also consistent with our five-year financial plan that was submitted and reviewed by the board last fall. It's worth noting that we increased the contingency budget by $100,000 as a concern for possible Canadian tariffs. The impact could be significant, and we felt increasing the contingency was necessary.

Our plan is to review the Five-Year Plan again this summer after year-end financial results are in, and report back to the board with an updated Five-Year Analysis. This financial tool has proven to be a critical piece in our financial planning and performance.

As we move forward, we will continue to focus on our mission in providing comprehensive, long term solid waste solutions in a safe, environmentally responsible, economically sound manner and continue our leadership in raising public awareness of sustainable waste management strategies. If you have any questions or comments, please know that our team here at ecomaine is happy to respond.

Sincerely,

Kevin Roche
CEO / General Manager

A look at the Current Year Forecast
Comparing the FY2025 Budget to the FY2025 Forecast

Revenues – favorable by $691K or 2.4%

- Electrical generation revenue – favorable by $609k or 14%, due to:
  - Better generation and new electrical PPA 40% increase in rates, last 4 months of FY2025
- Commercial MSW tipping fee – favorable by $392K or 4%, due to:
  - 1% higher tons and 3% rate increases
- Recycling tipping revenue – unfavorable by $411k or 15%, due to:
  - Tons down to budget by 10%

Operating Expenses – favorable by $180K or 0.7%

- WTE Bypass waste – unfavorable by $673k or 85%, due to:
  - MSW tonnage delivery during parts of the year were above processing capabilities
  - Moving tons out of Landfill MSW storage
- Landfill Leachate – favorable by $228K or 40%, due to: favorable weather conditions
- Recycling Wages and Benefits – favorable by $203K or 14%, due to: unfilled vacant positions
- WTE Chemicals (urea & lime) – unfavorable $189K or 13%, due to: increased usage and prices
- WTE Electricity – favorable by $127K or 44%, due to: credit recognized from CMP billing error
- WTE Spare Parts – unfavorable by $106K or 15%, due to: increased usage
- Administration Wages and Benefits – favorable by $119K or 6%, due to: unfilled vacant position
- Recycling Major Repair – unfavorable by $31K or 100%, due to:
  - loader and fire suppression system repairs

A look at the FY2026 Budget
Comparing FY2025 Budget to FY2026 Budget

Revenues – up $5.2M or 18.0%

- Electrical revenue – up $1.8M or 40%, due to: new power purchasing agreement (PPA)
- Tonnage impacts to revenue and rate increases:
  - Owner MSW revenue – up $1.2M or 22%
  - Contract MSW revenue – up $1.0M or 47%
  - Commercial MSW revenue – up $641K or 7%
  - Recycling tipping fees – up $263K or 10%

Operating Expenses up $2.7M or 10.7%

- WTE Bypass – up $1.7M or 218%, due to: potential tonnage impacts
- WTE Chemicals – up $141K or 8%, due to: price increases
- Landfill Sewer – down $93K or 16%, due to:
  - Reduction of leachate expectations from FY2024 high usage
- WTE Major Repairs – down $70K or 21%, due to: project timing
- WTE Electric – up $58K or 20%, due to: price increases relating to CMP's "stranded costs"
- Recycling Spare Parts – up $50k or 33%, due to: expecting more repairs as plant continues to age
- Transportation Vehicle Maintenance, Parts & Outside services – down $39k or 25%, due to:
  - increased employee awareness of equipment capabilities and warranty on new trucks

Non-Operating Expense up $1.2M or 82.8%

- Lease and Bond interest payments – increase of $691K or 52%, due to:
  - Necessary increased borrowing costs

Payroll and Benefits Changes FY2025 Budget vs. FY2026 Budget

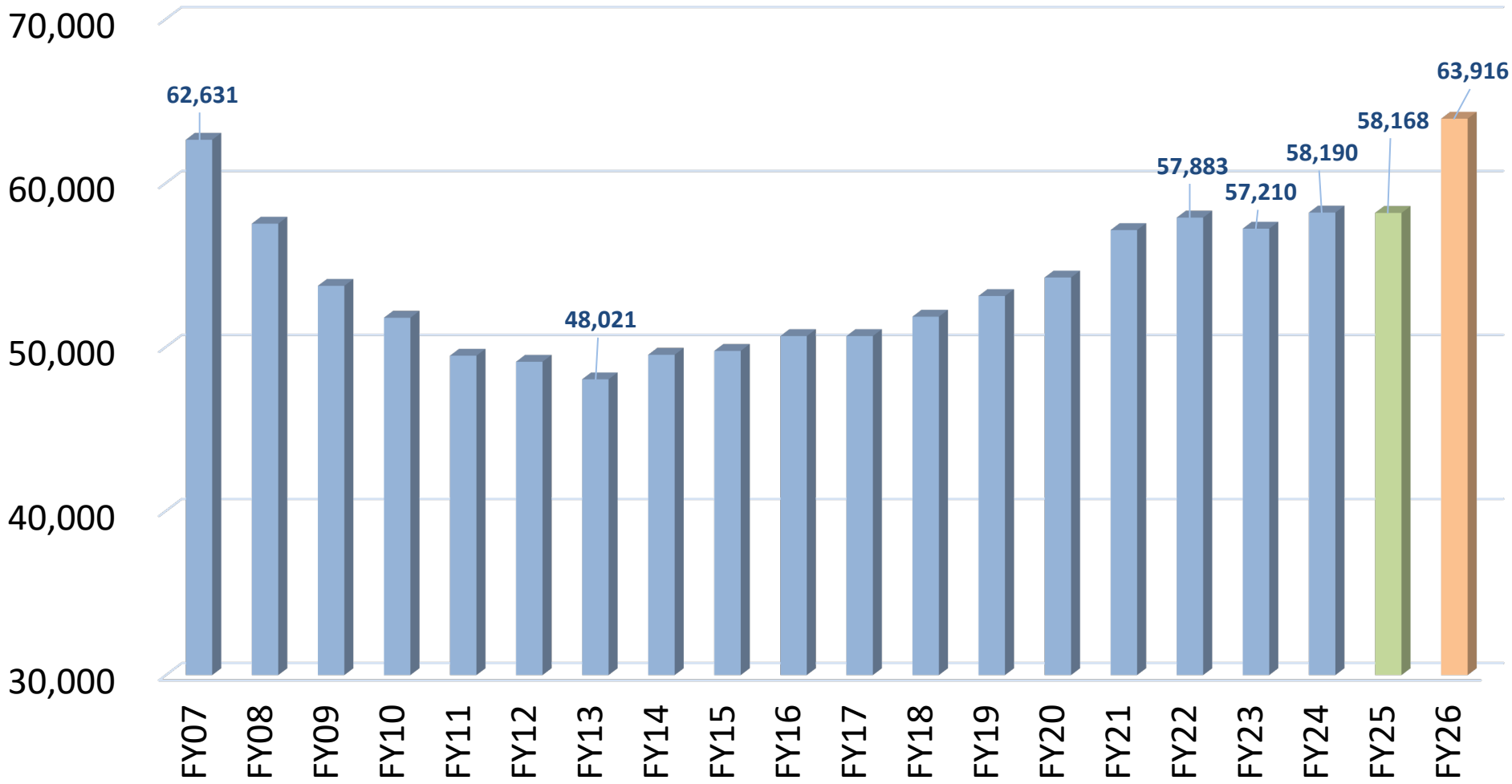
- Overall increase of $354k in wages and $246K in benefits
  - Continued decrease in overtime from highs experienced in FY2023
  - Budget includes no additional positions
  - Maine Paid Family & Medical Leave – increase of $9K, due to:
    - Legislature approved statewide paid leave program
  - Health Insurance – increase of $202K, due to: poor experience
  - Workers Comp – decrease of $15K, due to: improved experience

Revenue, Volume, Unit Values

Historical Trends and Projections

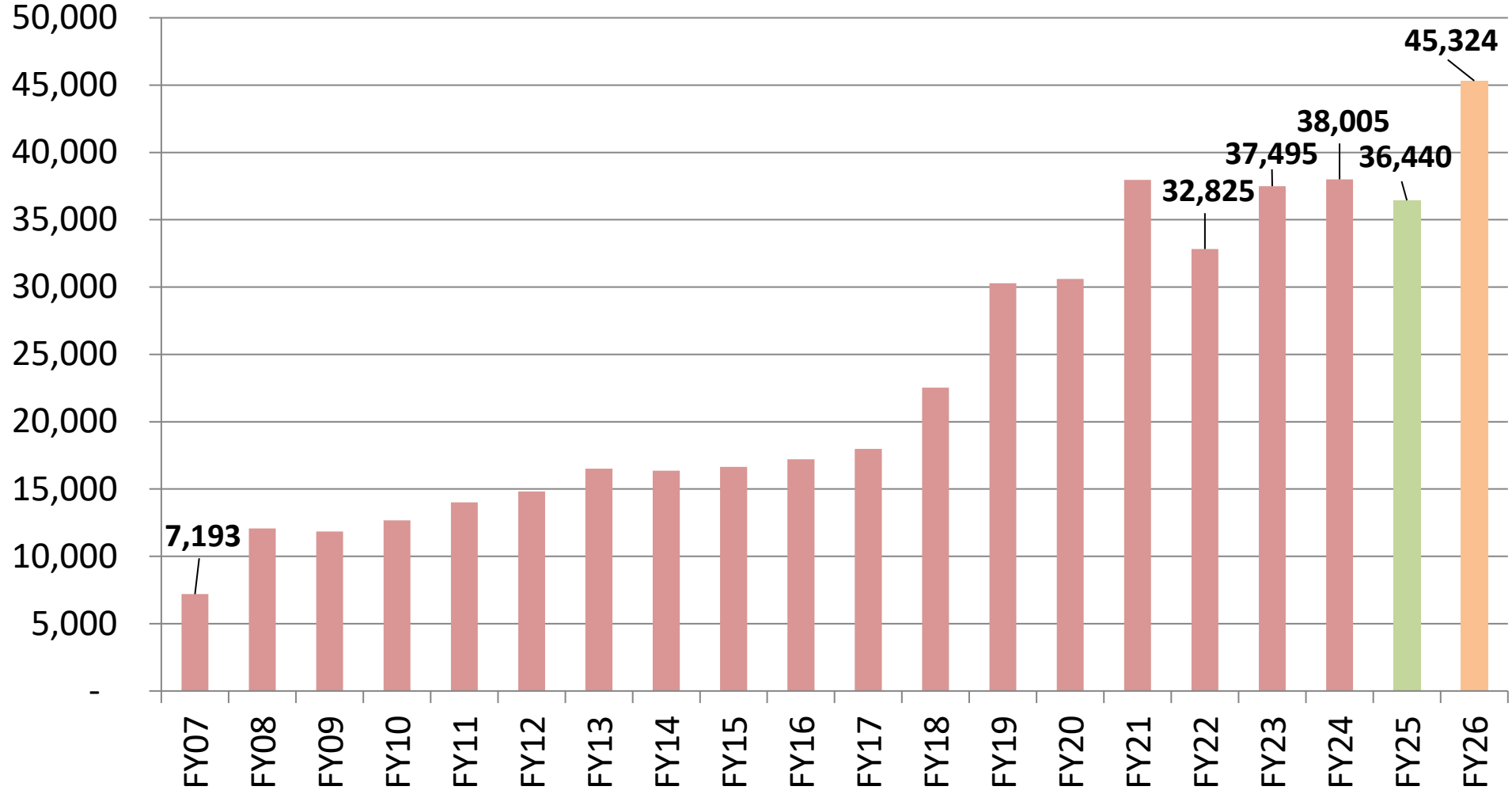
Owner Communities MSW Tons

Due to recycling, actuals dropped 7% over 20 years, but has increased 21% from FY2013. Budget went up due to the potential volume increases.



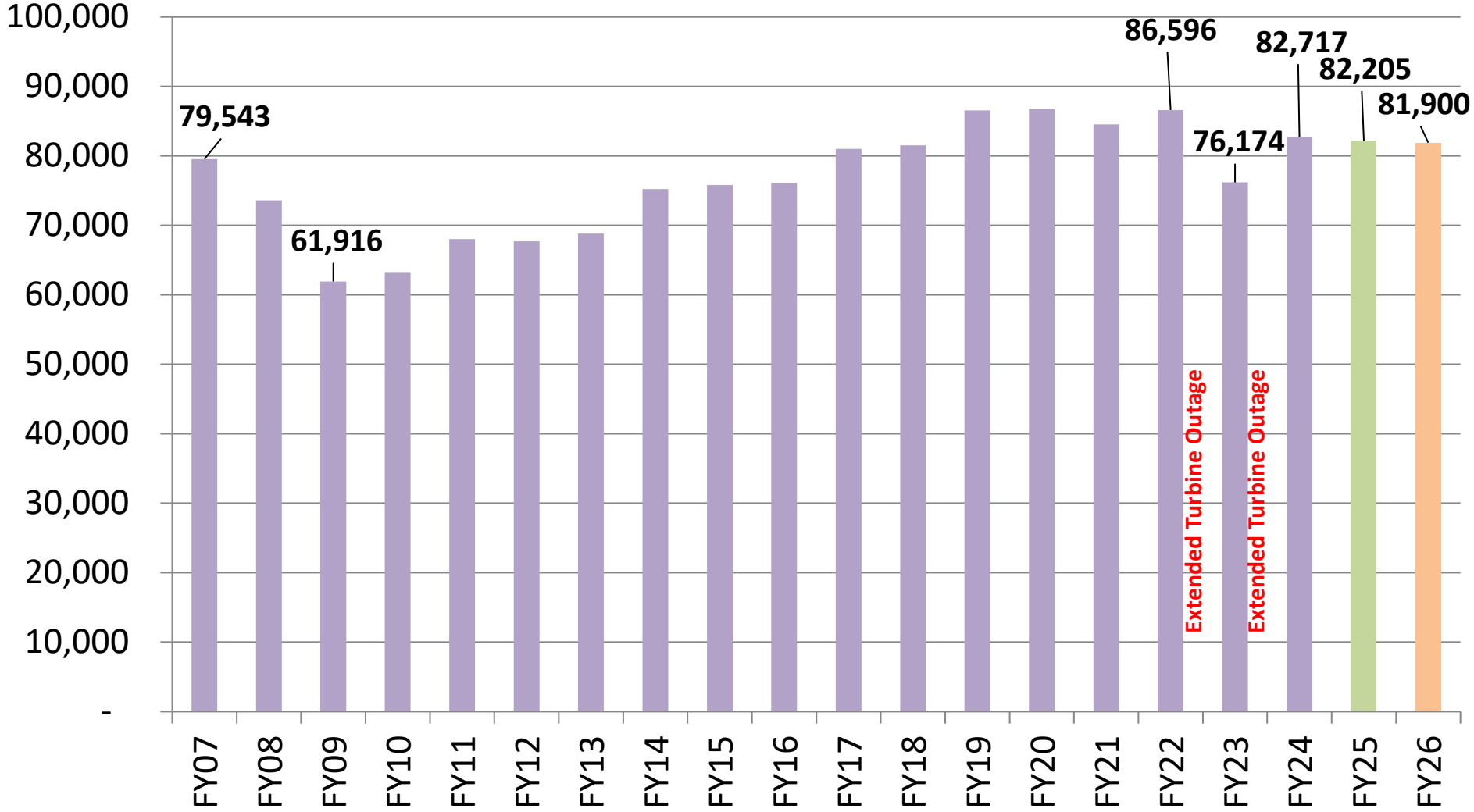
Associate & Contract Member MSW Tons

Actuals up 428% since FY2007



Commercial MSW Tons

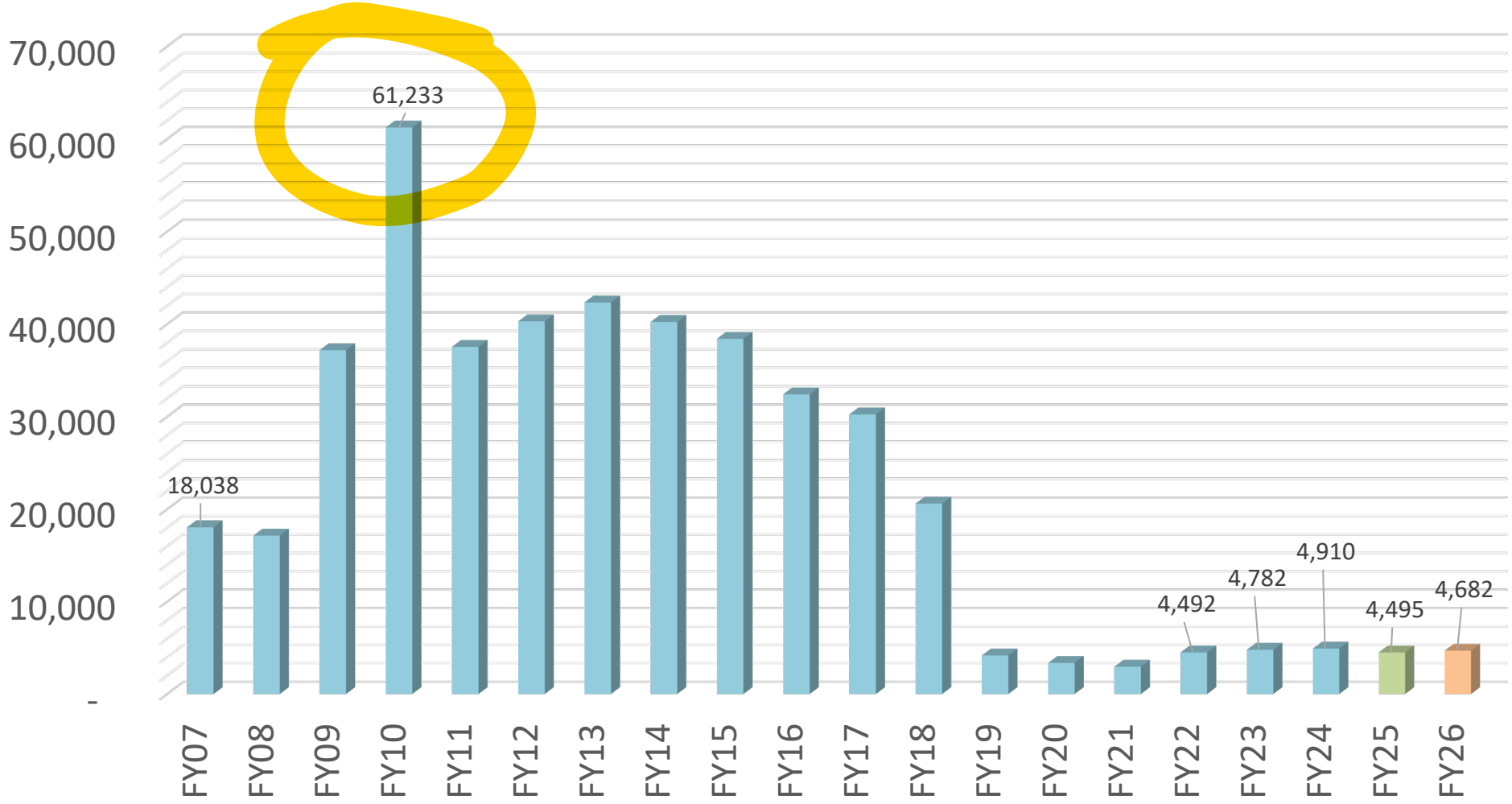
Actuals up 4% from FY2007 and up 34% from the FY2009 low



Spot Market MSW Tons

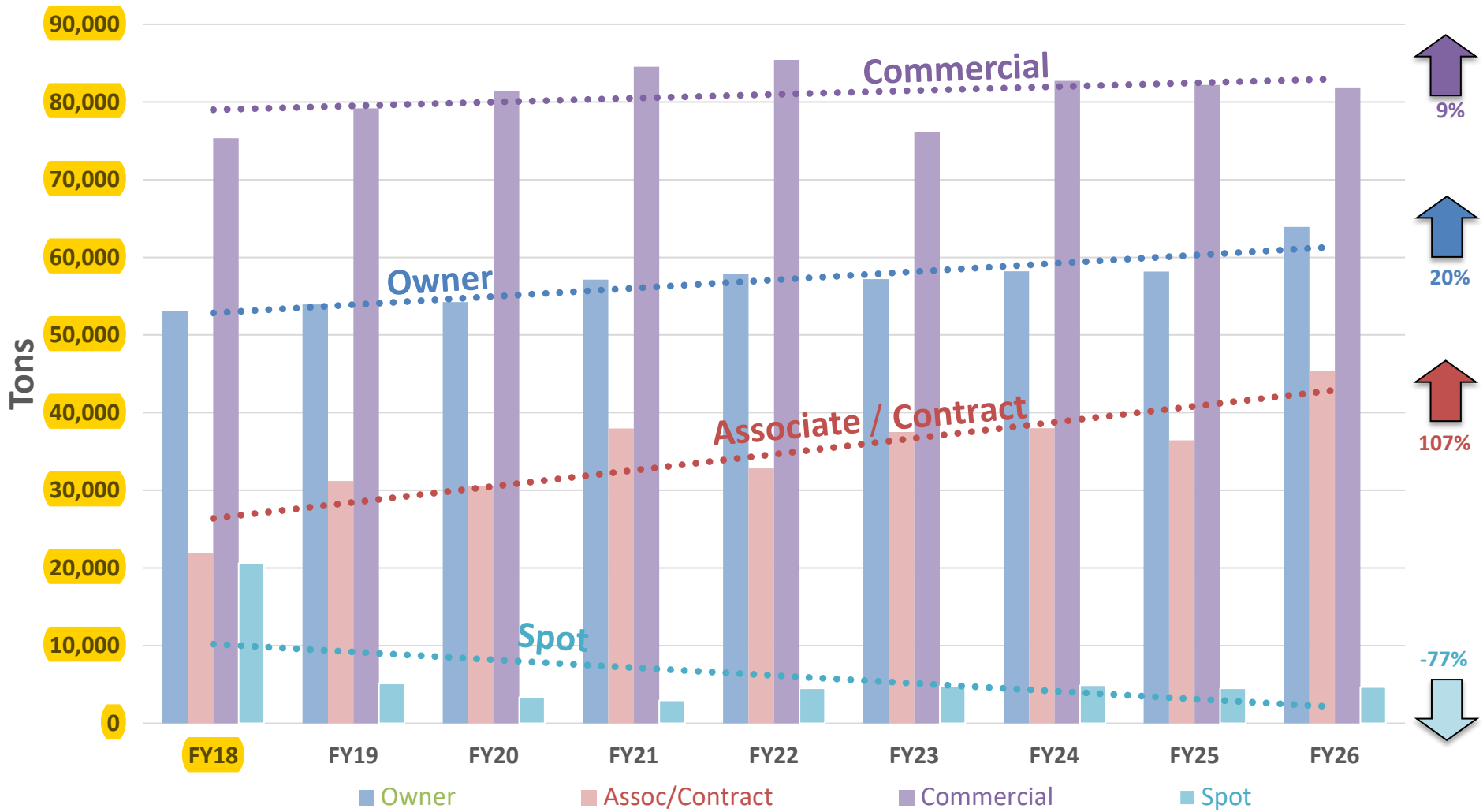
Long term shift to Contract tons

Actuals dropped 92% since FY2010.



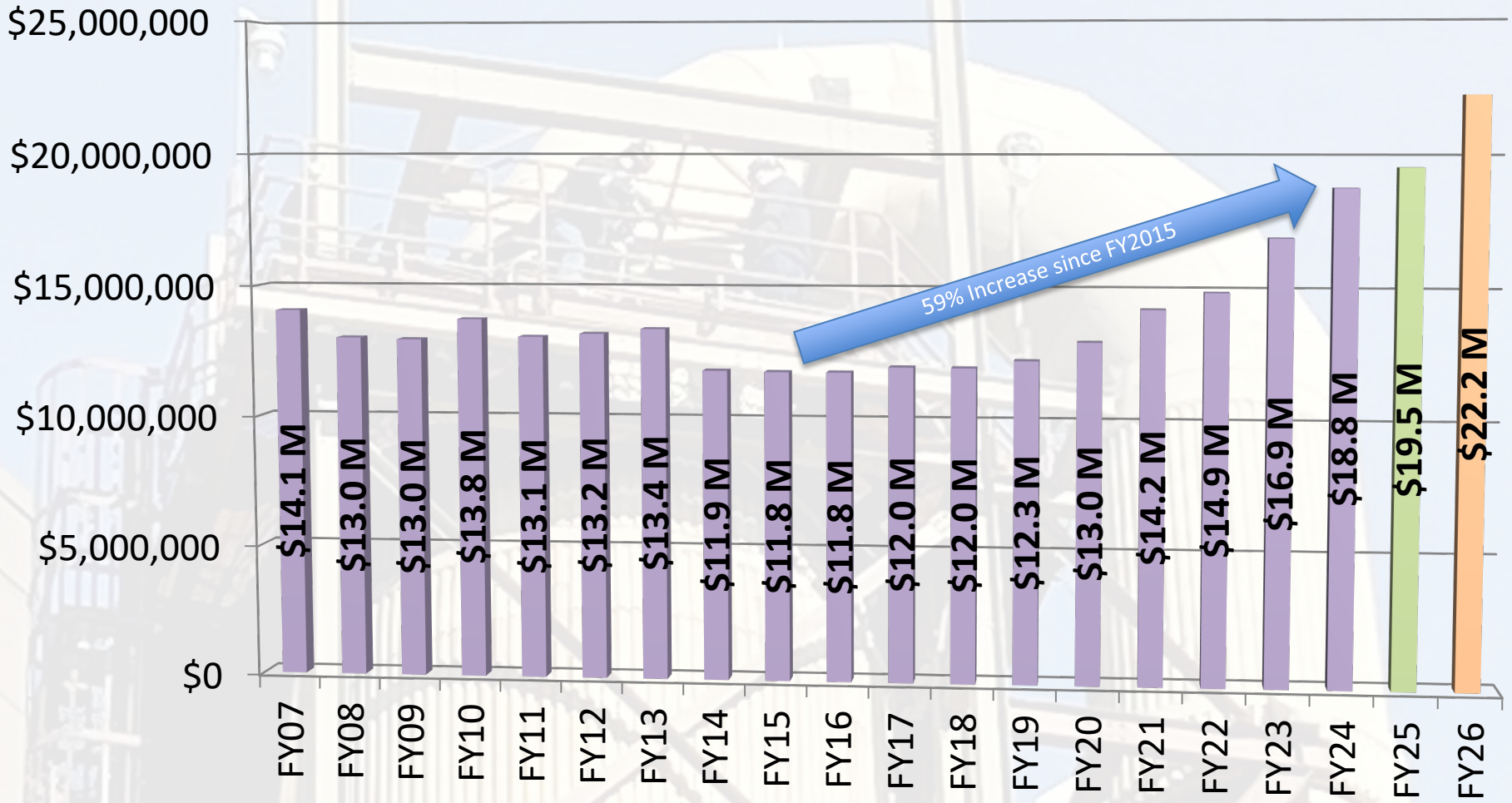
Overall Solid Waste Tons

By Member Category



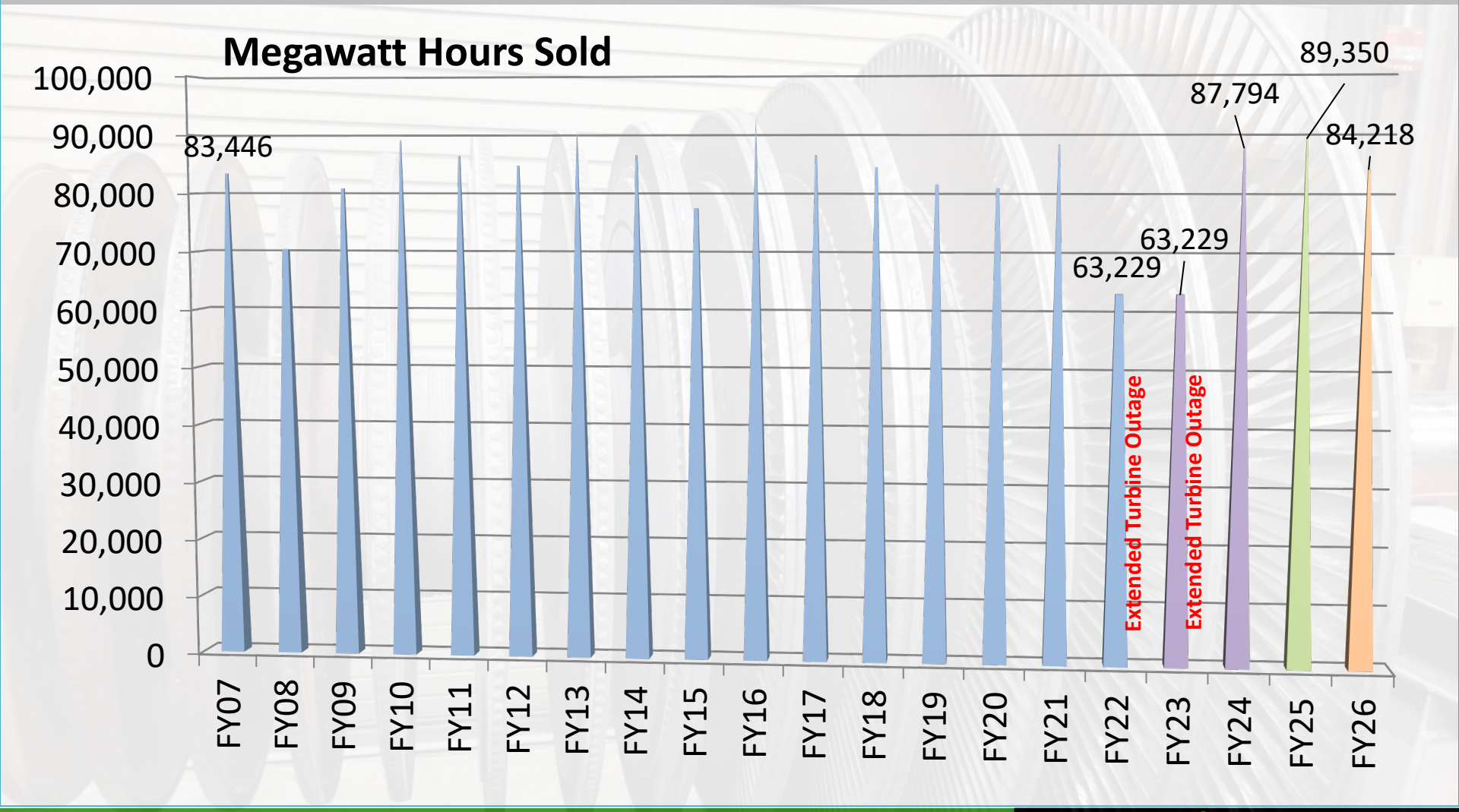
MSW Tipping Fee Revenue

Actuals up 34% from FY2007, 59% increase since FY2015



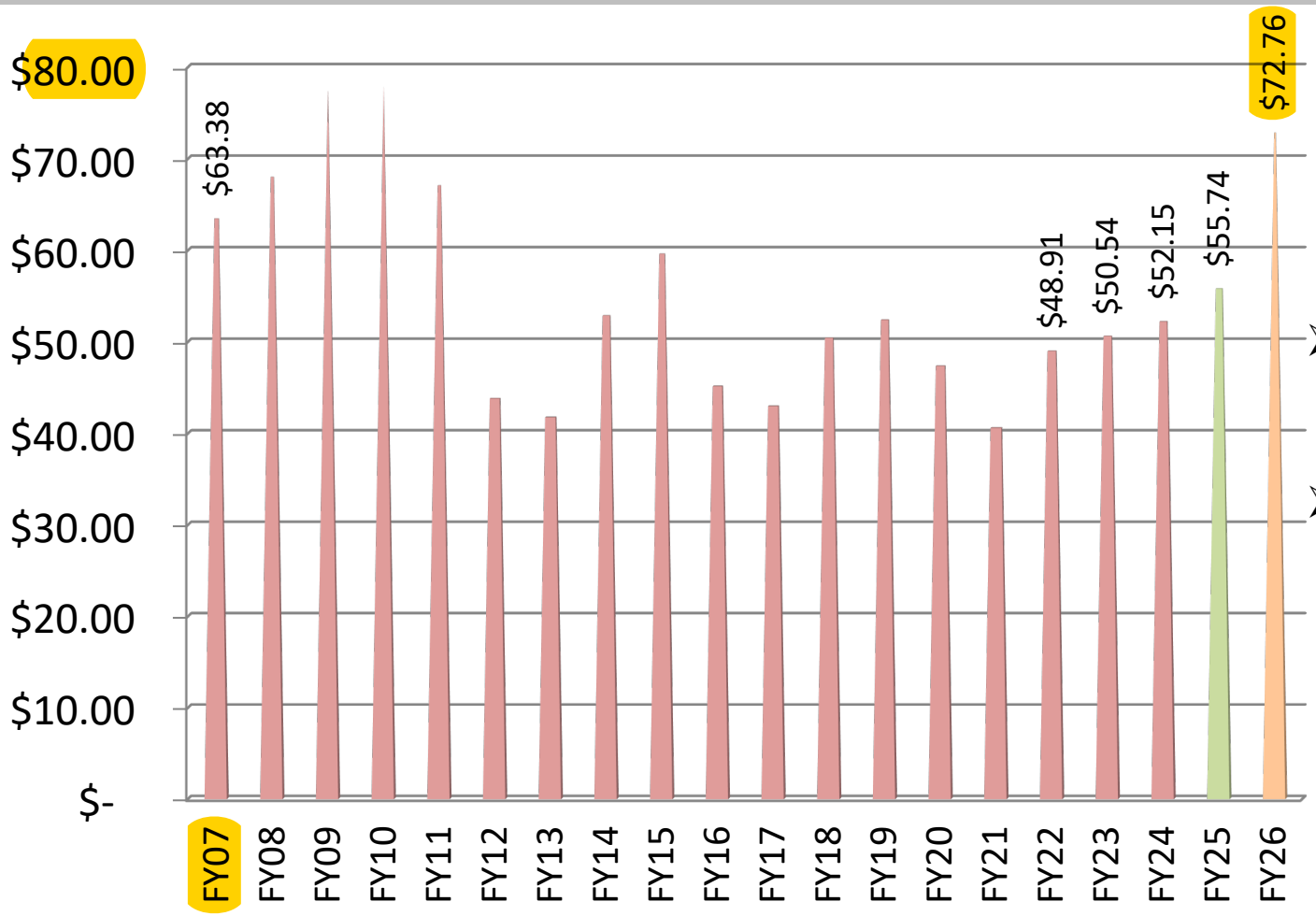
Electricity - Megawatt Hours

Significant increase in MWh after Turbine overhauls (purple years)



Electricity – Value per Megawatt Hour

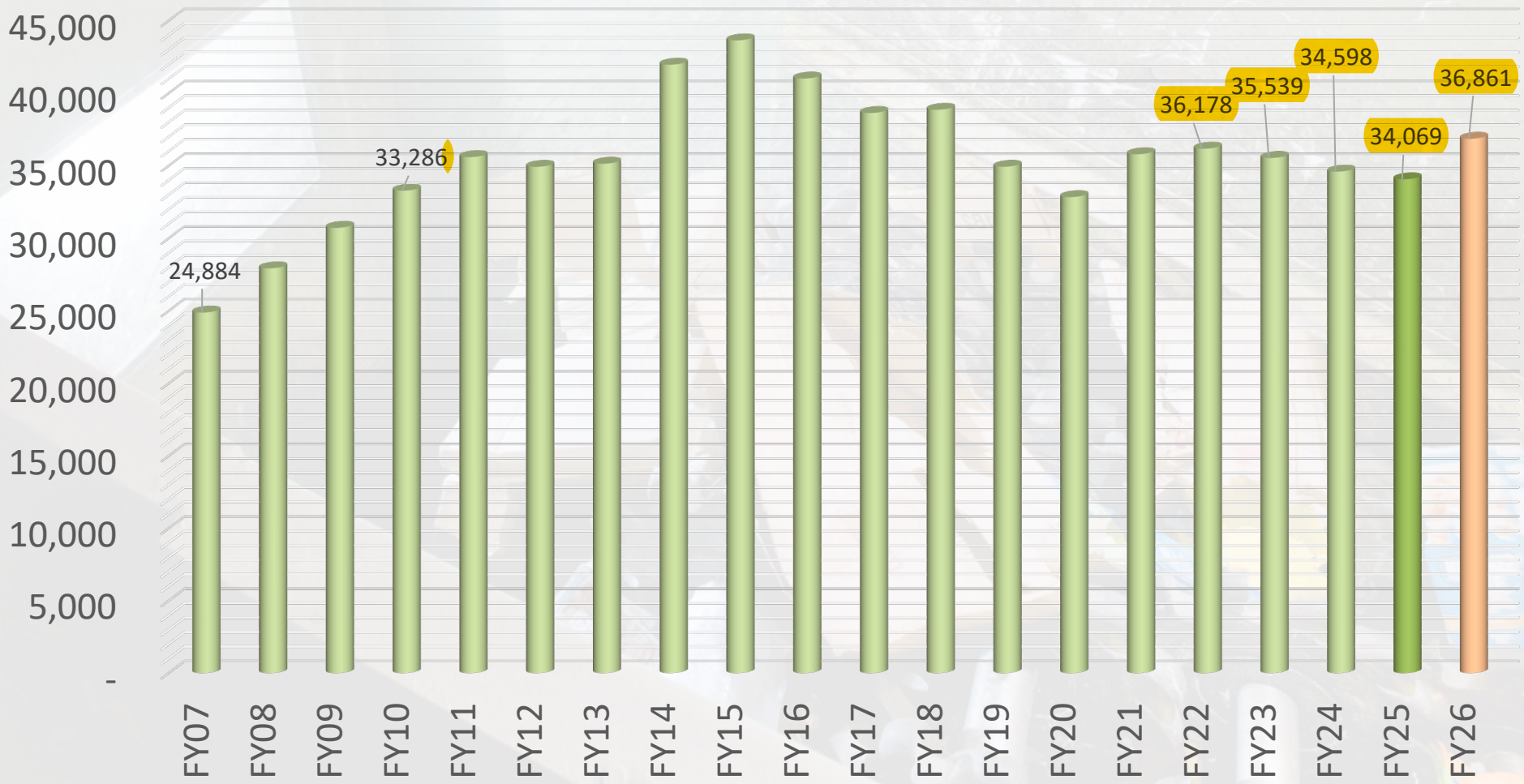
Budgeted rates up 80% from FY21's low, based on new contract



- 20-Year Average since FY2007 is $55.40
- 10-Year Average is $51.38

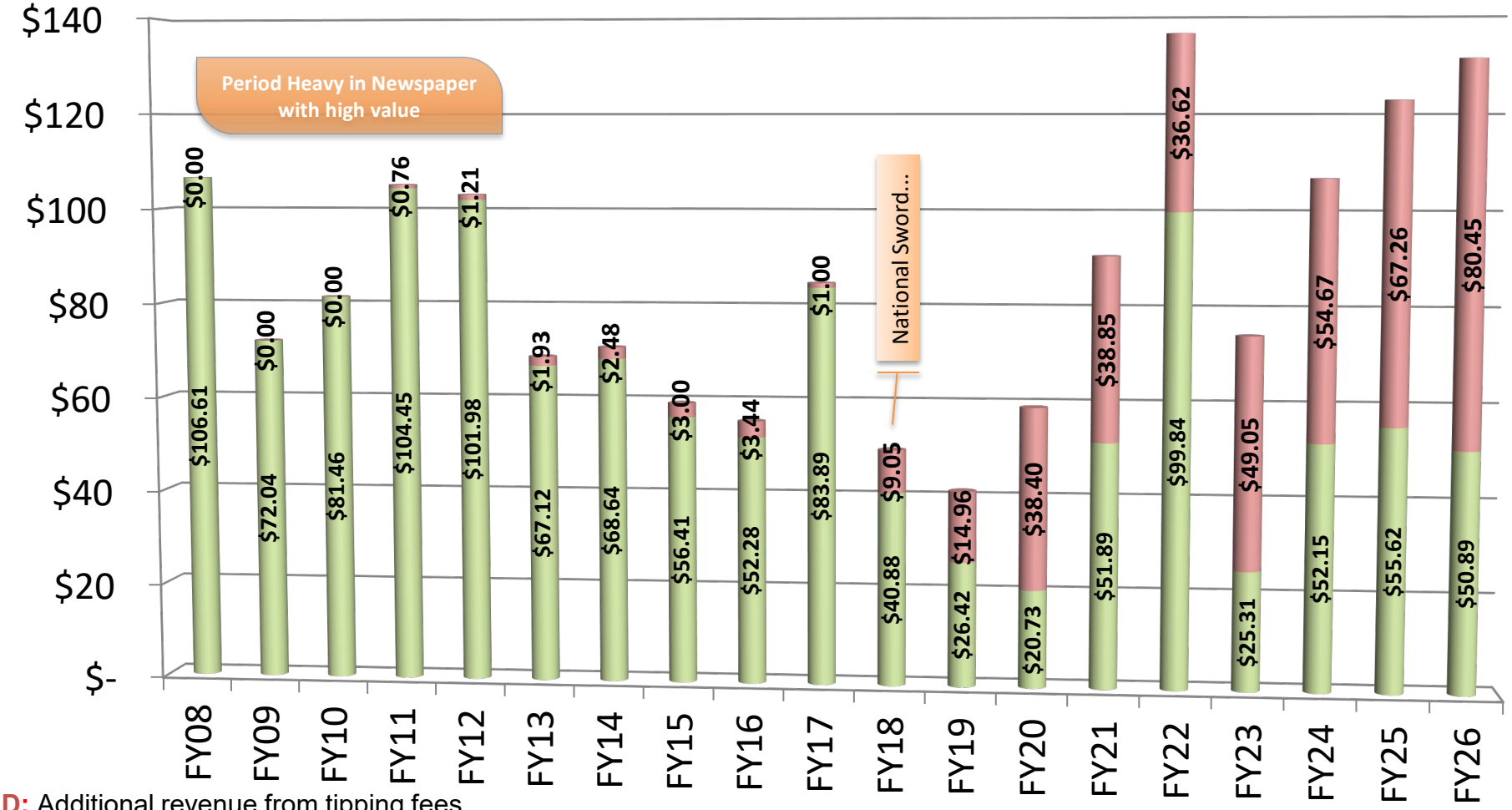
Inbound Recycling Tons

Anticipate increased tons for budgeted year



Recycling $ / Inbound Ton (Net Rebates)

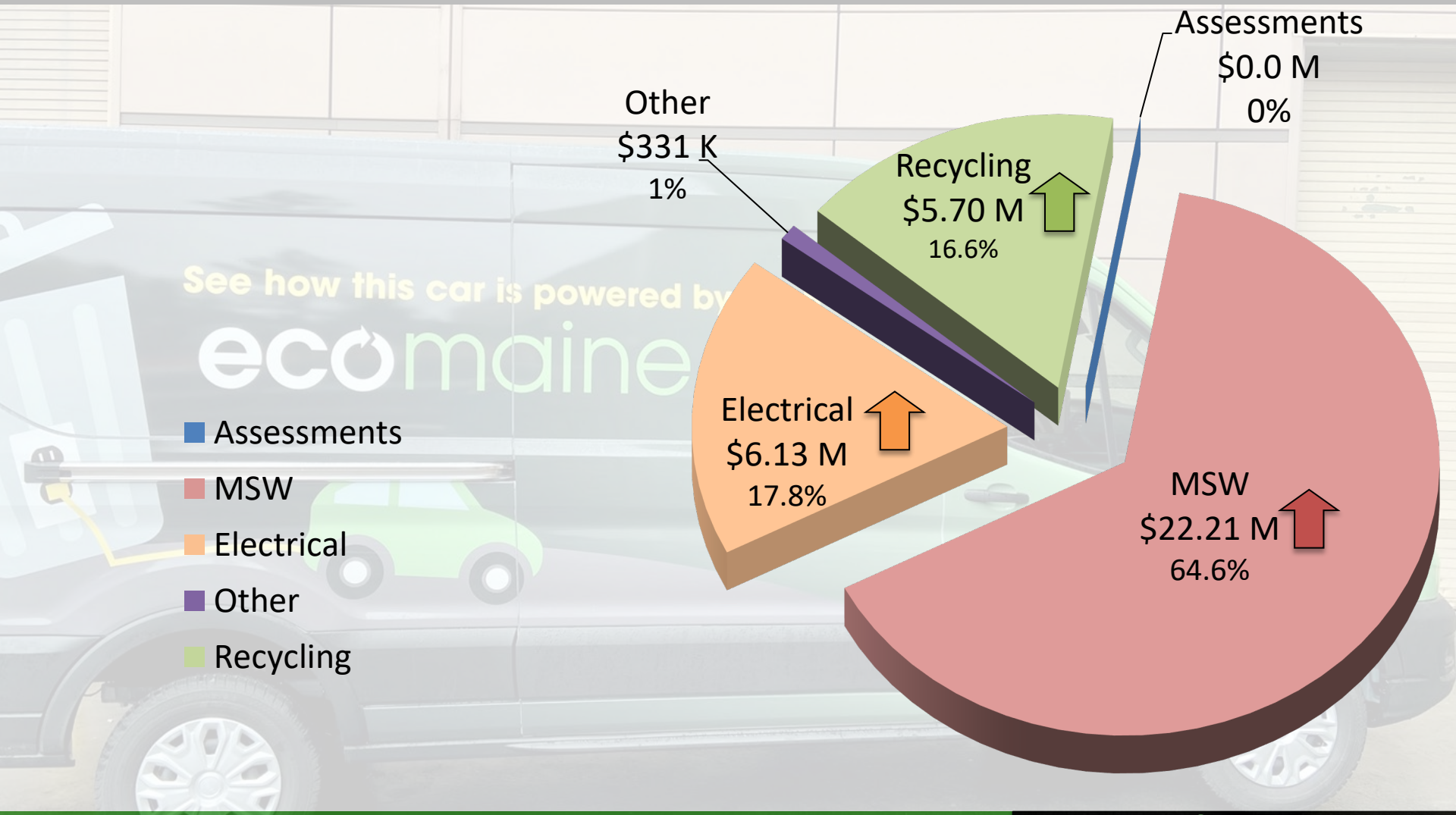
FY2026 commodity material sales budgeted with weighted three-year lookback



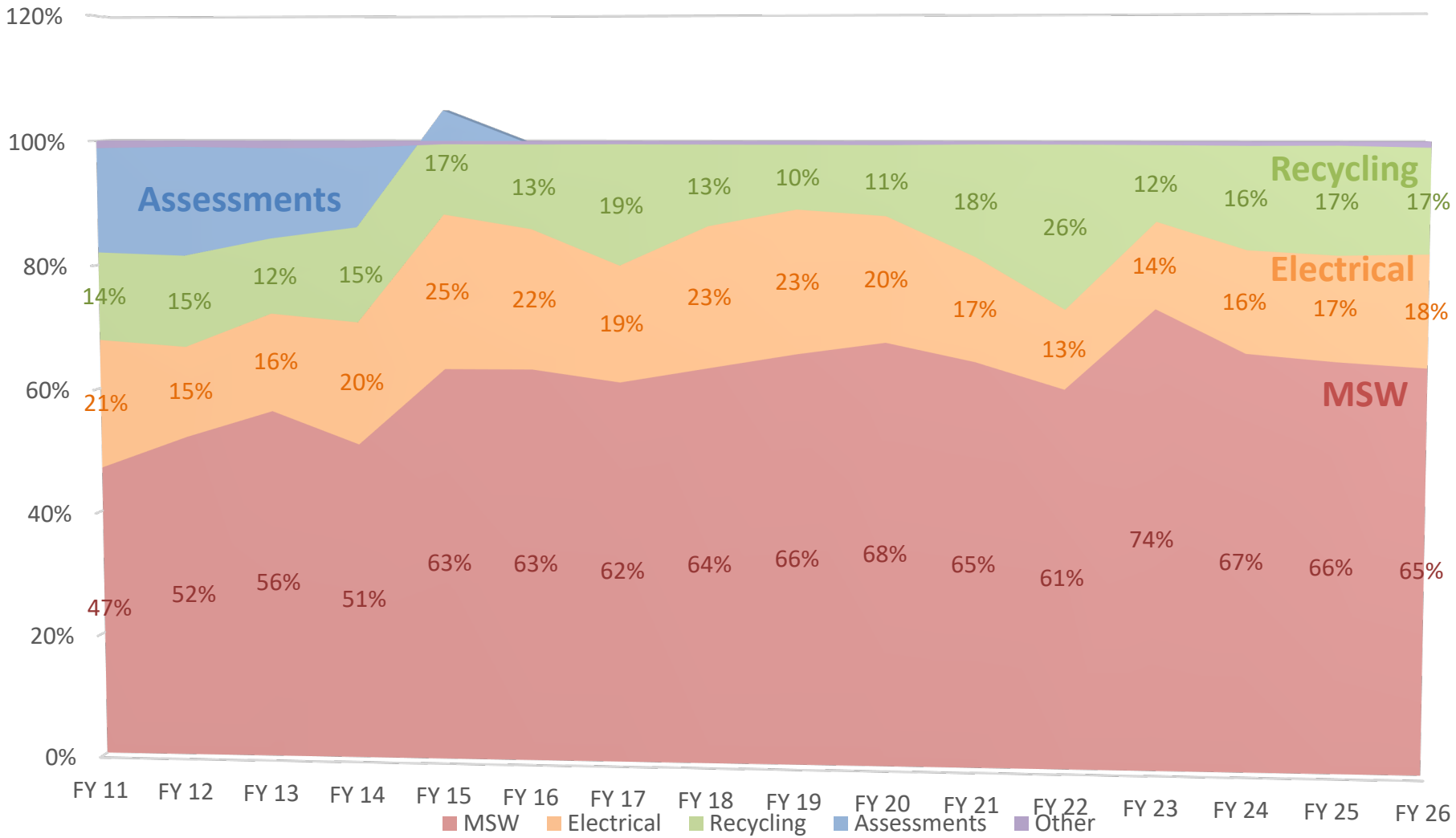
RED: Additional revenue from tipping fees

GREEN: Recycling revenue from material sale without tipping fees minus revenue sharing rebates

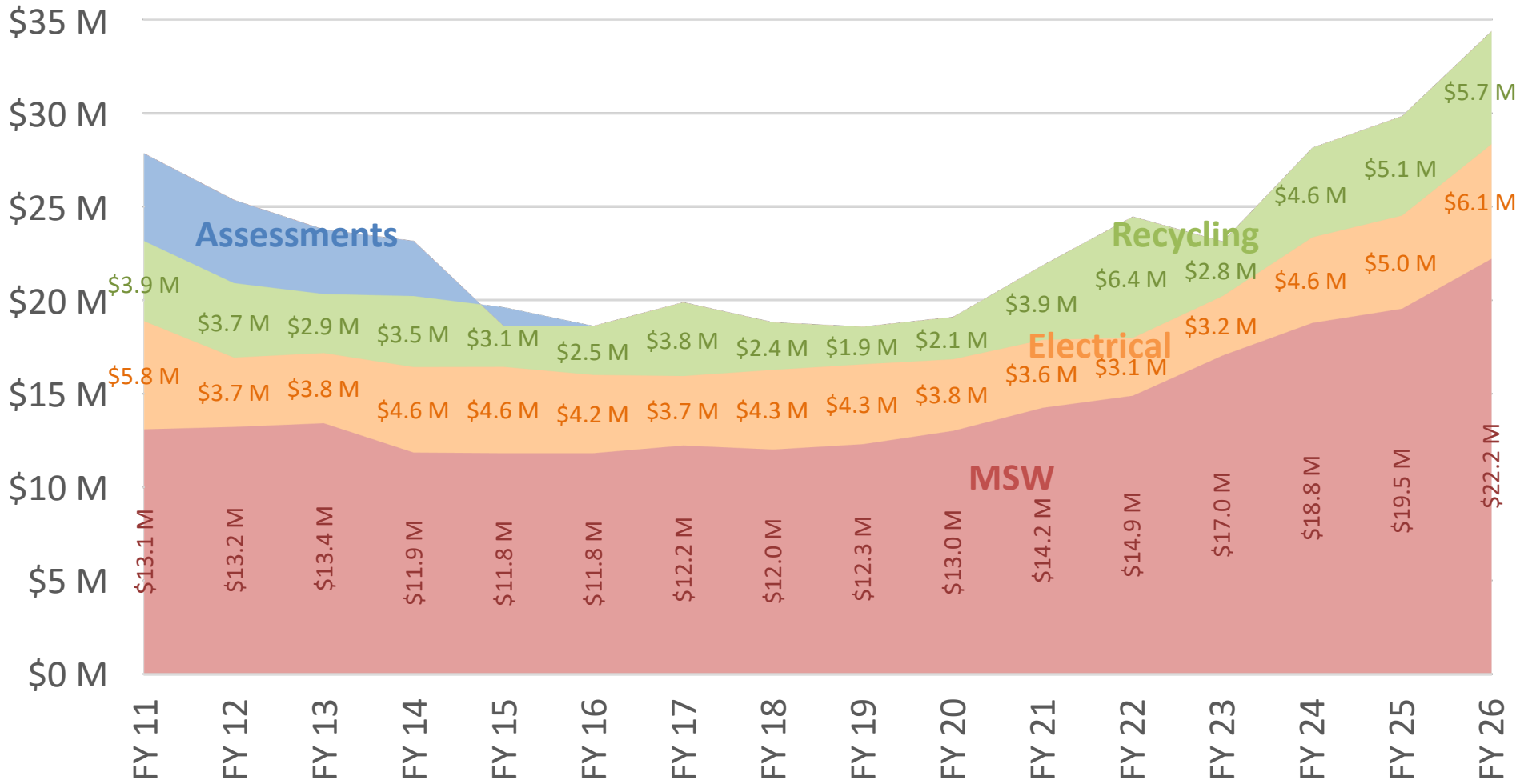
FY2026 Budgeted Revenue by Source (Pie)



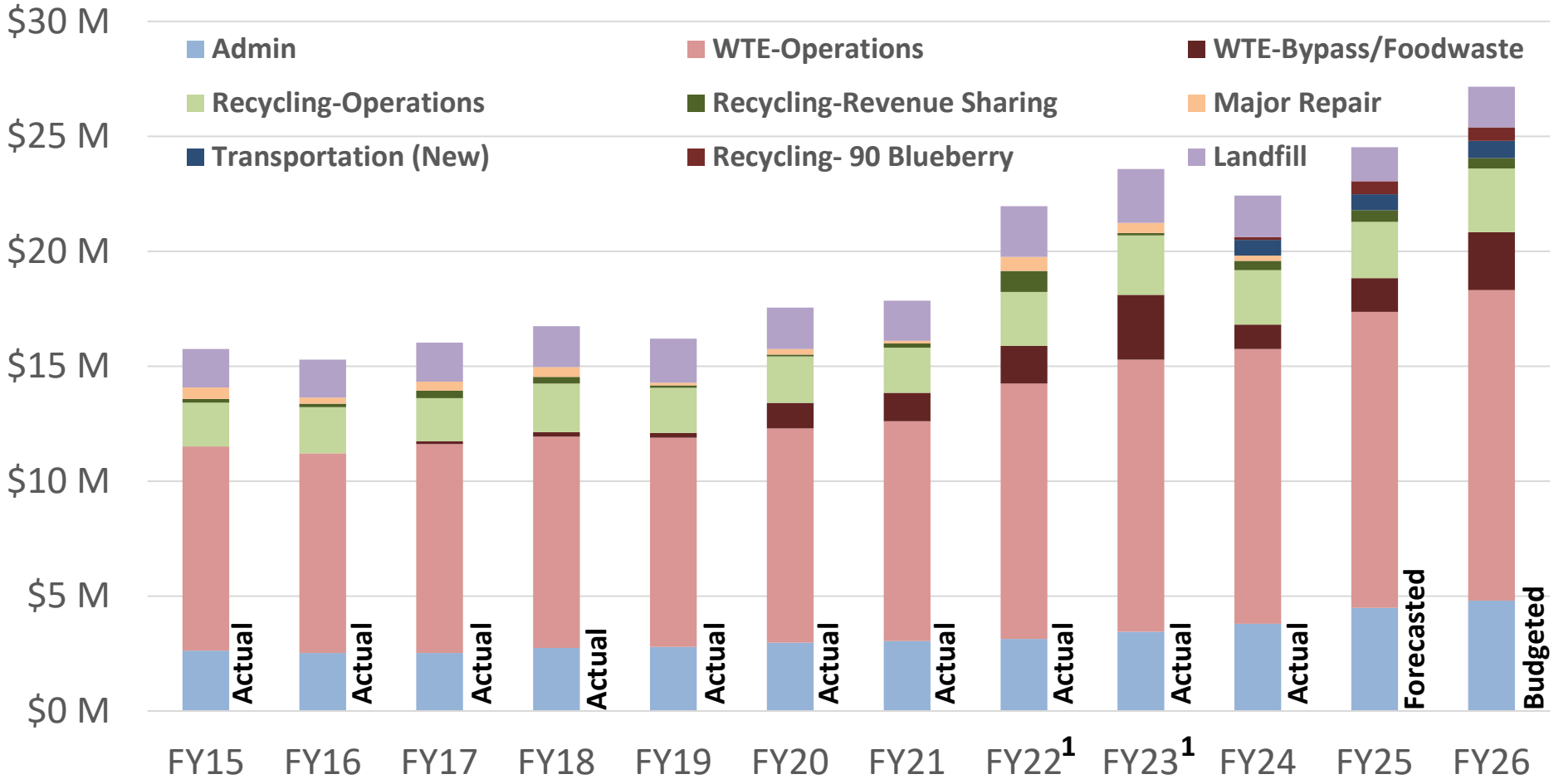
Revenue by Source (%)



Revenue by Source ($)



Operating Costs

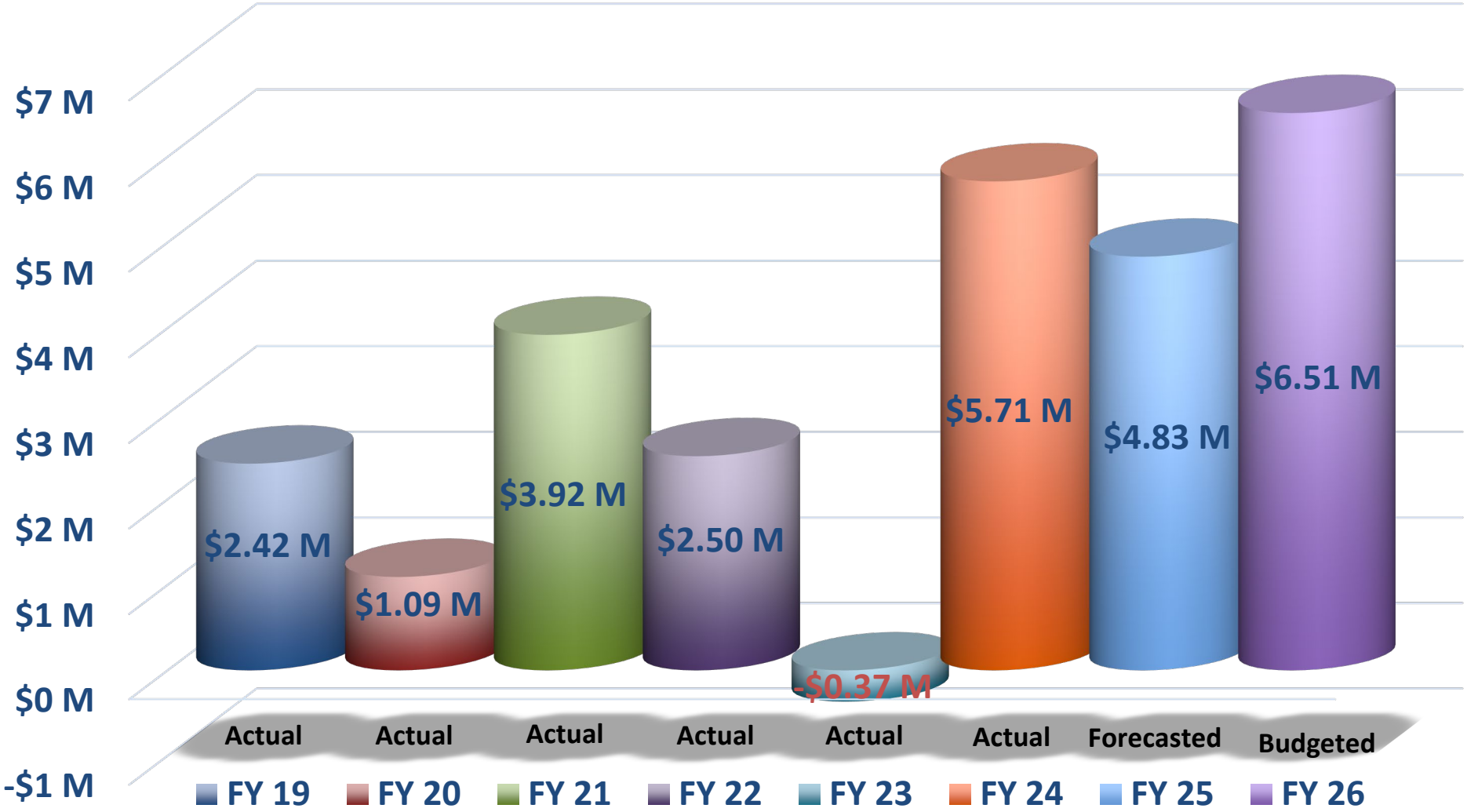


1. **FY22 and FY23 actual includes extraordinary bypass costs related to turbine which inflates these years totals**
2. **Data excludes contingency**

Summary of Key Balances

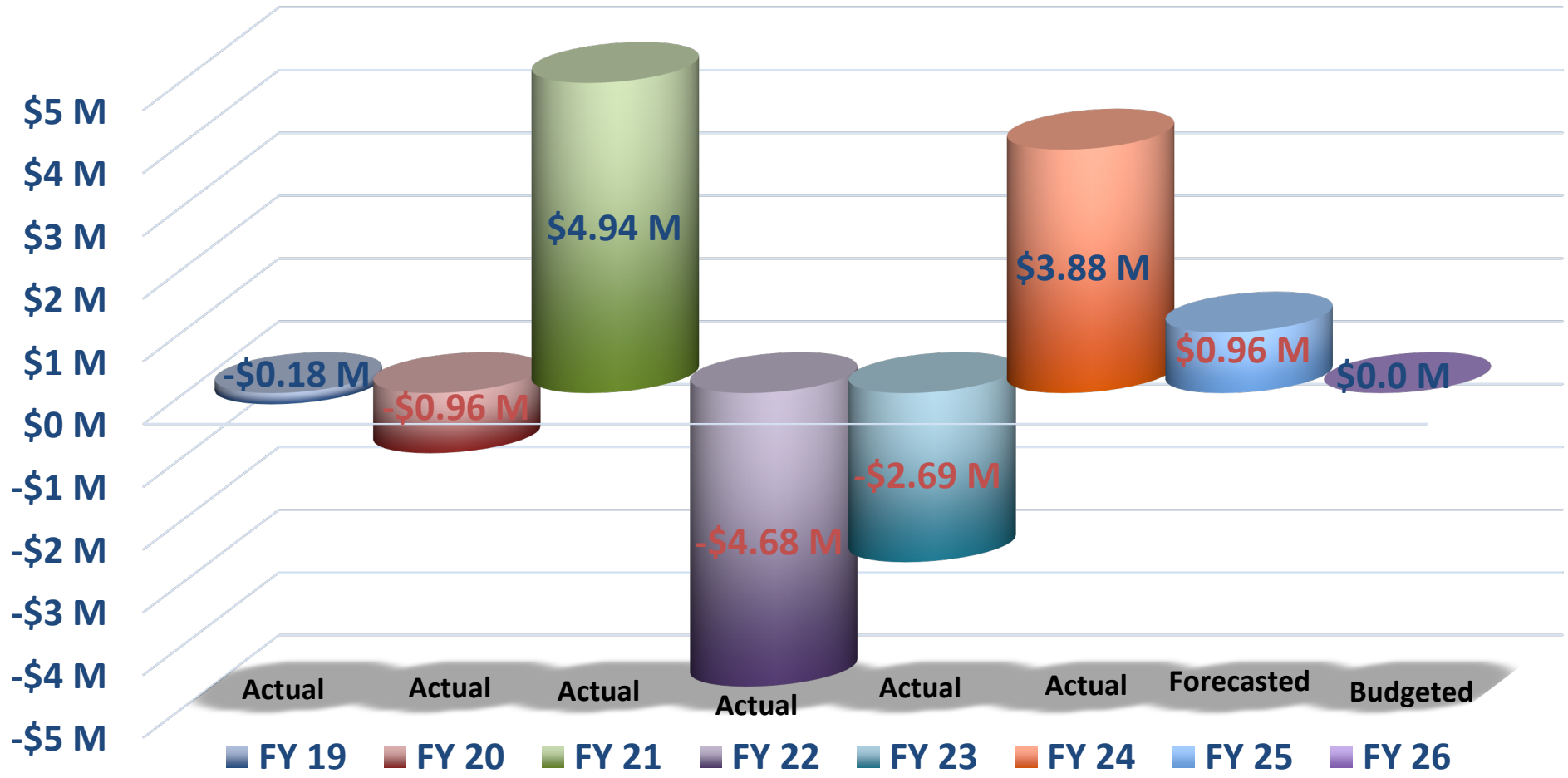
Net Operating Income (before depreciation & non operating)

FY23 Net Operating Income is not comparable due to Turbine issues.



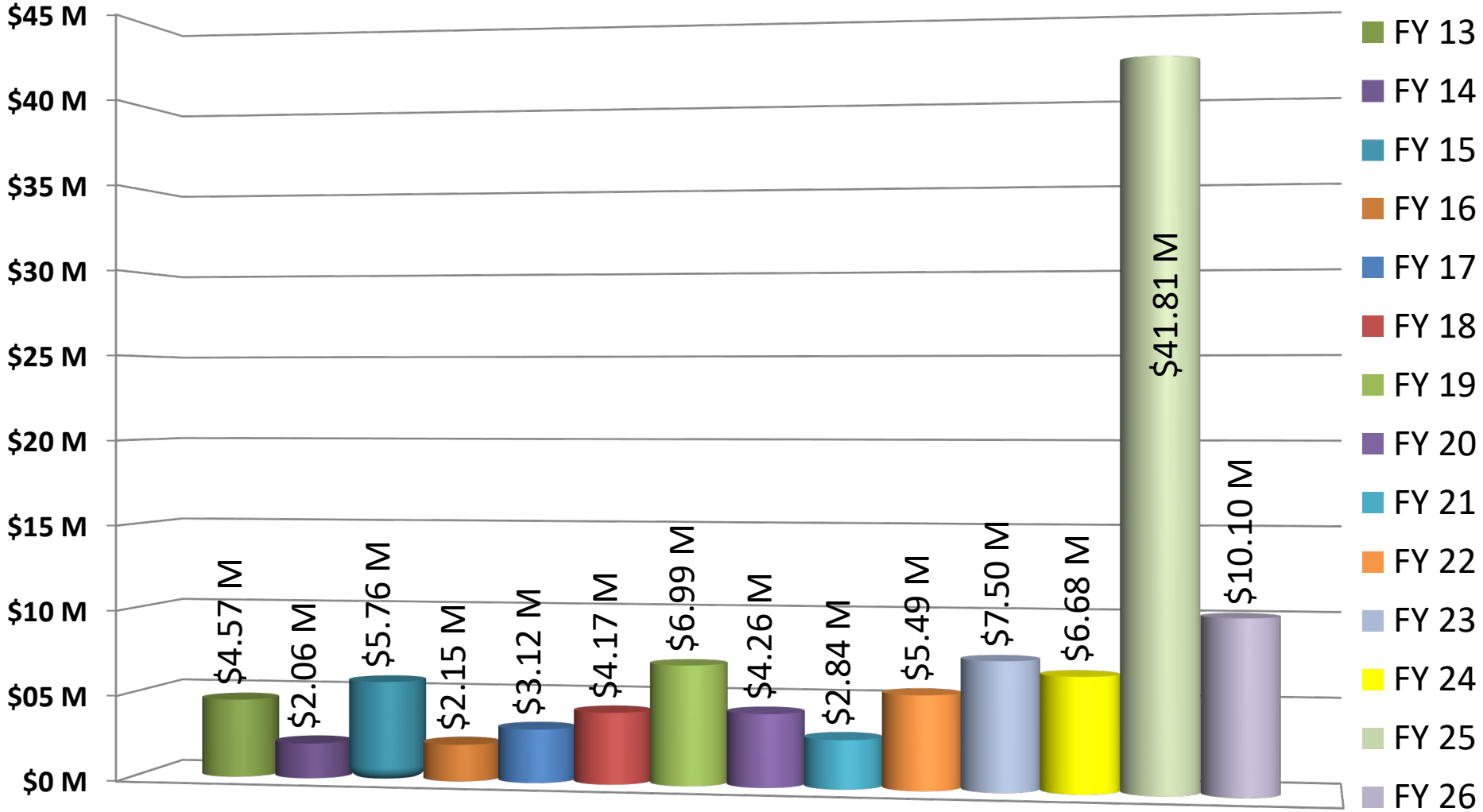
Summary of Key Balances

Net Income (GAAP)



Capital Improvements Project

FY2025 borrowing of $35.5 million
(including proposed borrowing FY2026 totaling $6.4 million)



Capital Projects – FY2026 Budget

(projects recommending for borrowing are in orange)

Waste to Energy	
Economizer Tubes (Boiler A)[1]	$ 2,000,000
Boiler Tile Refractory	800,000
Ash Building Ventilation[1]	550,000
Transformers (T1, T1A)	550,000
ESP Casing Refurbishments	500,000
Feed Chute A Improvements[1]	500,000
Boiler Ram Feeder	400,000
Tipping Hall Loader	330,000
Ash Extractors Rebuild (Boiler B)[1]	300,000
Stack Refurbishments	300,000
Road Sweeper	275,000
Paving Refurbishments	250,000
Corrosion Control Program	175,000
Energy Protection System Engineering	150,000
Lime Slaker Replacement	150,000
Boiler Drain Tank Repair	125,000
Blowdown Heat Recovery Tank	100,000
Flue Gas Ducts Refurbishments	100,000
Others	305,000
Subtotal WTE	$6,460,000

Recycle - 62 Blueberry	
Fire Suppression System (90 Blueberry)[2]	500,000
Repurposing Planning	100,000
Others	190,000
Subtotal Recycle - 90 Blueberry	$790,000
Landfill	
Bulldozer	500,000
Stability Evaluation of Phase 1	190,000
Design/Permit Landfill 2 South & Valley Fill	100,000
Others	36,000
Subtotal Landfill	$826,000
Transportation - Ash	
Roll-Off Hook lift Truck	265,000
Others	33,500
Subtotal Transportation - Ash	$298,500
Administration	
Accounting General Ledger Replacement	100,000
Networking Upgrades	140,500
Computer Upgrades	86,150
Subtotal Administration	$326,650
Total All Areas	$10,101,150

Conclusions

- Forecasted FY2025 Net Income (Budgetary) is expected to be a $4.31M ($1.86M or 76% favorable to budget) and a Net Income (GAAP) of $964K ($2.08M or 187% favorable to budget).
  - Electrical revenue - $609k or 14% favorable to budget, due to: increased generation and 40% increase in PPA
  - Commercial MSW tipping fee - $392k or 4% favorable to budget, due to: increased rates
  - Overall expenses (excluding WTE Bypass) - $854k or 3.5% favorable to budget
  - WTE Bypass - $673k or 85% unfavorable to budget, due to:
    - Moving of waste out MSW bypass bunker, and tonnage delivery above processing capabilities
- FY2026 proposed budgeted Net Operating Income is up $2.5M over the FY2025 budget with an increase of $5.2M in revenue and an increase of $2.7M in expenses.
  - Increase revenue – 18% increase
    - Increase owner and contract MSW revenue of $2.3M, due to the potential increase in tonnages
    - Increase electrical revenue of $1.8M, due to: 40% increase in rates under the new PPA
    - Increase recycling tipping fees of $263K, due to: the potential increase in tonnages
  - Increase expense – 11% increase
    - Increase WTE bypass expense of $1.8M, due to: the potential increase in tonnages
    - Increase payroll & benefits of $246K
    - Increase WTE chemical expense of $141K
- FY2026 capital expenditures will total $10.1 million.
- The proposed FY2026 budget continues our growth initiatives and maintains our commitment to our mission.

Part 2
Budgetary Reports

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FY 2026 Operating Budget - Statement of Revenue Less Expenses												
		FY 2025						**FY 2026 Budget**				
					Forecast				**Favorable/(Unfavorable)**			
						Favorable/(Unfavorable) To FY 2025 Budget						
	FY 2024	**12 Month**	**Six Months YTD**						**Vs FY 2025 Forecast**		**Vs FY 2025 Budget**	
Description	**Actual**	**Budget**	**Actual**	**Budget**	**$**	**$**	**%**	**Budget**	**$**	**%**	**$**	**%**
Operating Revenues												
Owners Tipping Fees	$5,088,564	$5,634,006	$2,990,393	53.1%	$5,671,406	$37,399	0.7%	$6,870,995	$1,199,590	21.2%	$1,236,989	22.0%
Associate Tipping Fees	1,393,148	$1,410,972	767,327	54.4%	1,440,255	29,283	2.1%	1,464,856	24,601	1.7%	$53,884	3.8%
Contract Tipping Fees	2,103,672	$2,169,795	1,049,193	48.4%	2,050,564	(119,231)	-5.5%	3,196,864	1,146,300	55.9%	$1,027,069	47.3%
Commercial Tipping Fees	9,675,595	$9,484,846	5,121,041	54.0%	9,877,191	392,345	4.1%	10,126,176	248,985	2.5%	$641,330	6.8%
Spot Market Tipping Fees	523,775	$536,220	249,480	46.5%	503,441	(32,779)	-6.1%	552,356	48,915	9.7%	$16,136	3.0%
Electrical Revenue	4,578,128	$4,370,663	1,986,797	45.5%	4,980,099	609,436	13.9%	6,127,994	1,147,895	23.0%	$1,757,331	40.2%
Sale of Recycled Materials	2,697,045	$2,643,190	1,581,036	59.8%	2,822,736	179,546	6.8%	2,738,159	(84,576)	-3.0%	$94,970	3.6%
Recycling Tipping Fees	1,891,341	$2,702,310	1,187,141	43.9%	2,291,466	(410,844)	-15.2%	2,965,512	674,046	29.4%	$263,202	9.7%
Other Operating Revenue	192,314	$187,323	114,543	61.1%	193,319	5,996	3.2%	330,727	137,408	71.1%	$143,404	76.6%
Total	$28,143,581	$29,139,326	$15,046,950	51.6%	$29,830,477	$691,151	2.4%	$34,373,639	$4,543,163	15.2%	$5,234,313	18.0%
Operating Expenses												
Administrative	3,799,661	4,654,115	2,254,172	48.4%	4,497,739	156,376	3.4%	4,795,208	(297,469)	-6.6%	(141,093)	-3.0%
Waste-to-Energy	11,977,778	13,125,150	6,236,224	47.5%	13,186,248	(61,098)	-0.5%	13,786,287	(600,039)	-4.6%	(661,137)	-5.0%
Waste-to-Energy Bypass	1,062,682	790,400	664,379	84.1%	1,463,800	(673,400)	-85.2%	2,509,798	(1,045,998)	-71.5%	(1,719,398)	-217.5%
Recycling	2,793,447	3,177,788	1,516,174	47.7%	2,980,242	197,546	6.2%	3,227,516	(247,274)	-8.3%	(49,727)	-1.6%
Recycling -90 Blueberry	128,614	562,075	279,469	49.7%	558,650	3,425	0.6%	586,744	(28,093)	-5.0%	(24,669)	-4.4%
Landfill/Ashfill	1,984,084	1,825,454	639,868	35.1%	1,484,344	341,110	18.7%	1,832,044	(347,701)	-23.4%	(6,591)	-0.4%
Transportation	676,484	792,073	333,549	42.1%	725,778	66,294	8.4%	774,202	(48,424)	-6.7%	17,871	2.3%
Contingency	7,736	250,000	10,043	4.0%	100,000	150,000	60.0%	350,000	(250,000)	-250.0%	(100,000)	-40.0%
Subtotal	$22,430,486	$25,177,055	$11,933,878	47.4%	$24,996,801	$180,254	0.7%	$27,861,799	($2,864,998)	-11.5%	($2,684,744)	-10.7%
Net Operating Income	$5,713,095	$3,962,271	$3,113,072	78.6%	$4,833,675	$871,404	22.0%	$6,511,840	$1,678,165	34.7%	$2,549,569	64.3%
Non-Operating Income (Expense)												
Non Investment Interest	(117,248)	50,296	106,440	211.6%	63,437	13,140	26.1%	60,250	(3,187)	-5.0%	9,954	19.8%
Investment Income (Net of Expenses)	2,984,135	980,000	1,739,233	177.5%	1,585,557	605,557	61.8%	882,000	(703,557)	-44.4%	(98,000)	-10.0%
Lease/Bond Payments (budgetary only)	-	(1,335,362)	(186,656)	14.0%	(1,293,762)	41,600	3.1%	(2,026,368)	(732,606)	-56.6%	(691,006)	-51.7%
Lease/Bond Interest (Expense)	(170,238)	(1,231,631)	(254,415)	20.7%	(885,291)	346,340	28.1%	(1,699,435)	(814,144)	-92.0%	(467,804)	-38.0%
Other Income / (Expense)	31,899	25,000	5,387	21.5%	10,787	(14,213)	-56.9%	20,000	9,213	85.4%	(5,000)	-20.0%
Net Non-Operating	$2,728,547	($1,511,697)	$1,409,989	-93.3%	($519,272)	$992,425	65.6%	($2,763,553)	($2,244,281)	-432.2%	($1,251,856)	-82.8%
Total Net Income (Budgetary)	$8,441,642	$2,450,574	$4,523,061	184.6%	$4,314,403	$1,863,829	76.1%	$3,748,287	($566,116)	-13.1%	$1,297,713	53.0%
Landfill Close/Post Close	496,903	444,001	237,143	53.4%	474,287	(30,286)	-6.8%	474,287	-	0.0%	(30,286)	-6.8%
Post Retirement Benefit	22,361	31,707	11,184	35.3%	22,368	9,339	29.5%	22,368	-	0.0%	9,339	29.5%
Depreciation & Amortization	4,046,309	4,422,000	1,995,773	45.1%	4,148,000	274,000	6.2%	5,278,000	(1,130,000)	-27.2%	(856,000)	-19.4%
Lease/Bond Payments (budgetary only)	-	(1,335,362)	-		(1,293,762)	(41,600)	-3.1%	(2,026,368)	732,606	56.6%	691,006	51.7%
Total Net Income (GAAP)	$3,876,070	($1,111,772)	$2,278,961	-205.0%	$963,510	$2,075,283	186.7%	$0	$963,510	-100.0%	$1,111,772	100.0%

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FY 2026 Operating Budget - Statement of Cash Balances (Including Reserves)

Description	FY 19	FY 20	FY 21	FY 22	FY23	FY 24	FY 2025 Budget	FY 2025 Forecast	FY 2026 Budget
Cash, Beginning Period	$30,335,576	$27,351,217	$25,719,150	$31,707,032	$29,222,746	25,579,527	$24,839,737	27,549,362	25,705,350
Cash flows from operating activities:									
Net Operating Income	2,416,638	1,503,531	$3,920,744	2,503,327	(365,740)	5,713,095	$3,962,272	$4,833,675	6,511,840
Other Working Capital Changes	40,642	(216,447)	(490,454)	769,230	(1,287,406)	(565,551)	-	-	-
Net Cash Provided By Operating Activities	2,457,280	1,287,084	3,430,290	3,272,557	(1,653,147)	5,147,545	3,962,272	4,833,675	6,511,840
Cash Used In Capital & Related Financing Activities:									
Lease Financing	-	-	437,681	2,062,319	3,772,333	2,063,221		165,901	
Bond Financing							35,500,000	35,500,000	6,400,000
Capital Expenditures - Gross	(6,994,987)	(4,259,283)	(2,842,016)	(5,486,822)	(6,663,848)	(6,678,553)	(38,834,100)	(41,813,529)	(10,101,150)
Sale of Captial Equipment				144,344	49,410	11,909		-	
Payment of Interest	-	-	(7,951)	(46,990)	(113,693)	(342,582)	(1,231,631)	(885,291)	(1,699,435)
Repayment of Long-Term Debt & Capital Leases	-	-	-	(330,925)	(711,328)	(1,098,591)	(1,379,326)	(1,293,762)	(2,026,368)
Net Cash Used In Capital & Related Financing	(6,994,987)	(4,259,283)	(2,412,286)	(3,658,074)	(3,667,126)	(6,044,596)	(5,945,057)	(8,326,681)	(7,426,953)
Cash Flows From Investing Activities:									
Receipts of Interest	68,278	73,622	43,645	25,993	39,545	(117,248)	50,296	63,437	60,250
Investment Income	1,485,070	1,266,510	4,926,232	(2,124,762)	1,637,509	2,984,135	980,000	1,585,557	882,000
Net Cash Flows From Investing Activities	1,553,348	1,340,132	4,969,877	(2,098,769)	1,677,054	2,866,887	1,030,296	1,648,994	942,250
Net Increase/(Decrease) In Cash	(2,984,359)	(1,632,067)	5,987,881	(2,484,286)	(3,643,219)	1,969,835	(952,488)	(1,844,012)	27,137
Cash, Ending Period	27,351,217	25,719,150	31,707,031	29,222,746	25,579,527	27,549,362	23,887,248	25,705,350	25,732,487
Detail									
Operating Cash Reserve	4,368,193	3,441,400	3,457,082	3,360,035	1,666,809	2,064,489	2,084,189	2,000,000	2,075,991
Short Term Cap Reserve	2,597,777	1,706,465	1,712,002	1,669,780	1,631,491	2,384,876	2,000,000	1,000,000	1,000,000
Long Term Cap Reserve	5,356,350	5,724,959	7,378,956	6,721,798	5,992,926	4,980,711	2,500,000	2,000,000	1,000,000
Discretionary Landfill Closure Reserve	10,546,784	11,257,570	14,530,682	13,214,926	14,310,380	16,391,117	15,597,556	17,900,000	18,874,287
Required Landfill Closure Reserve	309,601	314,820	314,496	301,917	304,380	318,908	326,618	313,425	325,334
Operating Cash Account	4,172,512	3,273,936	4,313,814	3,954,290	1,673,541	1,409,262	1,378,885	2,491,925	2,456,876
Total	$27,351,217	$25,719,150	$31,707,032	$29,222,746	$25,579,527	$27,549,362	$23,887,248	$25,705,350	$25,732,487

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FY 2026 Budget - MSW Revenue

Description	FY 2024 Actual	FY 2025 12 Month Budget	FY 2025 Six Months YTD Actual	FY 2025 Six Months YTD % Budget	FY 2025 Forecast	FY 2025 Forecast Fav / (Unfav) to FY 2025 Budget $	FY 2025 Forecast Fav / (Unfav) to FY 2025 Budget %	FY 2026 Budget 12 Month Budget	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast %	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget %
Tons												
Owners - MSW	58,190	57,785	30,521	52.8%	58,168	383	0.7%	63,916	5,748	9.9%	6,131	10.6%
Associate - MSW	13,644	13,602	7,112	52.3%	13,516	(86)	-0.6%	13,545	29	0.2%	(57)	-0.4%
Contract - MSW	24,361	24,337	11,772	48.4%	22,925	(1,413)	-5.8%	31,780	8,855	38.6%	7,442	30.6%
Commercial - MSW	82,717	81,721	42,201	51.6%	82,205	484	0.6%	81,900	(305)	-0.4%	179	0.2%
Spot Market - MSW	4,910	4,844	2,255	46.6%	4,495	(349)	-7.2%	4,682	187	4.2%	(162)	-3.3%
Food Waste Contaminates	1,956	1,651	1,184	71.7%	1,931	280	17.0%	1,950	18	0.9%	299	18.1%
Total MSW	185,777	183,940	95,045	51.7%	183,240	(700)	-0.4%	197,772	14,532	7.9%	13,832	7.5%
Food Waste	5,748	5,500	2,956	53.8%	5,593	93	1.7%	5,598	5	0.1%	98	1.8%
Total	191,526	189,440	98,002	51.7%	188,834	(607)	-0.3%	203,370	14,537	7.7%	13,930	7.4%
Revenues - $												
Owners	$ 5,088,564	$ 5,634,006	$ 2,990,393	53.1%	$ 5,671,406	$37,399	0.7%	$ 6,870,995	$1,199,590	21.2%	$1,236,989	22.0%
Associate	1,393,148	1,410,972	767,327	54.4%	1,440,255	29,283	2.1%	1,464,856	24,601	1.7%	53,884	3.8%
Contract	2,103,672	2,169,795	1,049,193	48.4%	2,050,564	(119,231)	-5.5%	3,196,864	1,146,300	55.9%	1,027,069	47.3%
Commercial	9,249,589	9,091,548	4,892,129	53.8%	9,462,129	370,581	4.1%	9,680,831	218,702	2.3%	589,283	6.5%
Spot Market	523,775	536,220	249,480	46.5%	503,441	(32,779)	-6.1%	552,356	48,915	9.7%	16,136	3.0%
Food Waste (inc food waste cont)	426,006	393,298	228,912	58.2%	415,063	21,764	5.5%	445,345	30,282	7.3%	52,047	13.2%
Total	$ 18,784,754	$ 19,235,840	$10,177,433	52.9%	$19,542,857	$307,017	1.6%	$22,211,247	$2,668,390	13.7%	$2,975,407	15.5%
Revenue - $ Per Ton												
Owners	$ 87.45	$ 97.50	$ 97.98	100.5%	$ 97.50	$0.00	0.0%	$ 107.50	$10.00	10.3%	$10.00	10.3%
Associate	102.10	103.73	107.88	104.0%	106.56	2.83	2.7%	108.15	1.59	1.5%	4.42	4.3%
Contract	86.36	89.16	89.13	100.0%	89.45	0.29	0.3%	100.59	11.15	12.5%	11.44	12.8%
Commercial	111.82	111.25	115.93	104.2%	115.10	3.85	3.5%	118.20	3.10	2.7%	6.95	6.2%
Spot Market	106.68	110.70	110.61	99.9%	111.99	1.30	1.2%	117.97	5.97	5.3%	7.27	6.6%
Food Waste (inc food waste cont)	55.30	55.00	55.29	100.5%	55.16	0.16	0.3%	59.00	3.84	7.0%	4.00	7.3%
Total	98.08	101.54	103.85	102.3%	103.49	1.95	1.9%	109.22	5.72	5.5%	7.68	7.6%

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FY 2026 Budget - Electricity MWh's Sold & Revenue

Description	FY 2024 Actual	FY 2025 12 Month Budget	FY 2025 Six Months YTD Actual	FY 2025 Six Months YTD % Budget	FY 2025 Forecast $	FY 2025 Forecast Favorable/(Unfavorable) To FY 2025 Budget $	FY 2025 Forecast Favorable/(Unfavorable) To FY 2025 Budget %	FY 2026 Budget $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast %	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget %
Revenue	$4,578,128	$4,370,663	$1,986,797	45.5%	$4,980,099	$609,436	13.9%	$6,127,994	$1,147,895	23.0%	$1,757,331	40.2%
MWh's Sold	87,794	86,912	46,300	53.3%	89,350	2,438	2.8%	84,218	(5,132)	-5.7%	(2,694)	-3.1%
$/MWh	$52.15	$50.29	$42.91	85.3%	$55.74	$5.45	10.8%	$72.76	$17.03	30.5%	$22.48	44.7%
Power Sold % Cap	82.6%	82.0%	86.6%		84.3%			79.5%				
Boiler Avail %	92.4%	94.7%	93.9%		93.7%			95.1%				

FY 2025 Forecast

Month	KWh's On Peak	KWh's Off Peak	KWh's Total	Energy Pricing - $/KWh On Peak	Energy Pricing - $/KWh Off Peak	Revenue Energy	Revenue Capacity	Revenue REC's	Revenue Total	Revenue All in Rate	Power sold % of Capacity (1)	Boiler Availabilit
July 2024	3,668,426	4,277,693	7,946,119	$0.03958	$0.02674	$259,582	$26,400	$39,731	$325,712	$40.99	88.3%	96.9%
August 2024	3,620,539	4,357,883	7,978,422	0.03763	0.02454	243,183	26,400	39,892	309,475	38.79	88.6%	97.6%
September 2024	3,528,850	4,140,053	7,668,903	0.02808	0.01888	177,254	26,400	38,345	241,999	31.56	88.0%	93.2%
October 2024	2,938,730	3,351,150	6,289,880	0.02848	0.02041	152,092	25,652	31,449	209,193	33.26	69.9%	79.4%
November 2024	3,656,135	4,704,678	8,360,813	0.04314	0.03314	313,639	25,652	41,804	381,095	45.58	96.0%	99.8%
December 2024	3,527,978	4,527,566	8,055,544	0.06273	0.05126	453,393	25,652	40,278	519,323	64.47	89.5%	96.6%
January 2025	3,544,785	3,993,861	7,538,646	0.09867	0.08862	703,700	25,652	22,616	751,968	99.75	83.7%	92.9%
February 2025	3,311,076	3,866,474	7,177,550	0.09344	0.08434	635,485	25,652	21,533	682,670	95.11	88.3%	100.2%
March 2025 (4)	3,242,204	3,678,618	6,920,822	0.05830	0.05096	376,483	25,652	48,446	450,580	65.11	76.9%	93.5%
April 2025	2,459,546	3,414,796	5,874,343	0.04388	0.03696	234,136	25,652	41,120	300,908	51.22	67.4%	78.9%
May 2025	3,614,778	4,262,277	7,877,054	0.04241	0.03435	299,712	25,652	55,139	380,503	48.31	87.5%	97.2%
June 2025	3,631,965	4,029,639	7,661,604	0.05314	0.03845	347,942	25,100	53,631	426,673	55.69	87.9%	98.3%
Total *(Average)*	40,745,012	48,604,688	89,349,700	$0.05246	$0.04239	$4,196,601	$309,514	$473,984	$4,980,099	$55.74	84.3%	93.7%

FY 2026 Budget

Month	KWh's On Peak	KWh's Off Peak	KWh's Total	Energy Pricing - $/KWh On Peak	Energy Pricing - $/KWh Off Peak	Revenue Energy	Revenue Capacity	Revenue REC's	Revenue Total	Revenue All in Rate	Power sold % of Capacity (1)	Boiler Availabilit
July 2025	3,239,971	4,090,795	7,330,766	$0.07723	$0.05256	$465,235	$25,100	$51,315	$541,650	$73.89	81.4%	96.7%
August 2025	3,527,160	4,027,680	7,554,840	0.05979	0.03769	362,692	25,100	52,884	440,676	58.33	83.9%	98.6%
September 2025	3,109,181	4,065,431	7,174,612	0.05047	0.03674	306,284	25,100	50,222	381,607	53.19	82.4%	97.8%
October 2025 (3)	2,811,894	3,401,252	6,213,146	0.04503	0.03607	249,303	25,100	43,492	317,895	51.16	69.0%	86.0%
November 2025 (3)	3,039,014	3,655,146	6,694,160	0.06185	0.05240	379,493	25,100	46,859	451,452	67.44	76.8%	91.8%
December 2025	3,252,208	4,140,907	7,393,115	0.09384	0.08584	660,643	25,100	51,752	737,494	99.75	82.1%	97.7%
January 2026	3,328,115	4,024,279	7,352,394	0.13071	0.12215	926,584	25,100	51,467	1,003,150	136.44	81.7%	98.8%
February 2026	2,994,648	3,451,508	6,446,156	0.10276	0.09570	638,039	25,100	45,123	708,262	109.87	79.3%	100.7%
March 2026 (3)	3,034,945	3,571,514	6,606,459	0.06313	0.05620	392,315	25,100	46,245	463,660	70.18	73.4%	95.2%
April 2026 (3)	2,923,132	3,346,897	6,270,030	0.04604	0.03771	260,793	25,100	43,890	329,783	52.60	72.0%	83.2%
May 2026	3,511,902	4,241,128	7,753,030	0.04026	0.03191	276,724	25,100	54,271	356,095	45.93	86.1%	97.5%
June 2026	3,399,574	4,029,639	7,429,213	0.05068	0.03625	318,365	25,900	52,004	396,269	53.34	85.3%	97.8%
Total *(Average)*	38,171,744	46,046,177	84,217,921	$0.06848	$0.05677	$5,236,469	$302,000	$589,525	$6,127,994	$72.76	79.5%	95.1%

1) Assumes generator capacity of 14.1 MW's & steam capacity of 144,000 lbs/hour and 2.0 MW's used in facilities leaving 12.1 MW's of capacity to sell every hour.
2) Measures time boilers are available to burn MSW
3) It is assumed a cold outage will take place in March/April 2025, October/November 2025, & March/April 2026.
4) Rates are based on new contract for period of 3/1/2025 through 2/28/2027

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FY 2026 Budget - Recycling Tons & Revenue

Description	FY 2024 Actual	FY 2025 12 Month Budget	FY 2025 Six Months YTD Actual	FY 2025 Six Months YTD % Budget	FY 2025 Forecast $	FY 2025 Forecast Favorable/(Unfavorable) To FY 2025 Budget $	FY 2025 Forecast Favorable/(Unfavorable) To FY 2025 Budget %	FY 2026 Budget $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Forecast %	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget $	FY 2026 Budget Favorable/(Unfavorable) Vs FY 2025 Budget %
Inbound Material												
Tons												
Total Single Sort Tons	30,540	33,861	15,757	46.5%	30,380	(3,481)	-10.3%	32,999	$2,619.85	8.6%	($861.35)	-2.5%
Total OCC Tons	4,059	4,607	1,839	39.9%	3,689	(918)	-19.9%	3,862	$172.97	4.7%	($745.44)	-16.2%
Tipping Fees												
Owner Tipping Fees	$ 791,673	$ 1,186,577	$ 585,038	49.3%	$1,133,203	($53,374)	-4.5%	$1,709,060	$575,857	50.8%	$522,483	44.0%
Contract Tipping Fees	928,223	1,356,616	501,032	36.9%	962,188	(394,428)	-29.1%	1,058,727	96,540	10.0%	(297,888)	-22.0%
Commercial Tipping Fees	148,607	144,455	92,212	63.8%	184,835	40,380	28.0%	186,144	1,309	0.7%	41,690	28.9%
Contamination Fees	14,677	14,663	4,298	29.3%	11,241	(3,423)	-23.3%	11,580	340	3.0%	(3,083)	-21.0%
Total Tippings Fees	$1,883,180	$ 2,702,310	$1,182,580	43.8%	$2,291,466	($410,844)	-15.2%	$2,965,512	$674,046	29.4%	$263,202	9.7%
$/Ton of Inbound Tip Fees	$ 61.66	$ 79.81	$ 75.05	94.0%	$ 75.43	$ (4.38)	-5.5%	$ 89.87	$ 14.44	19.1%	$ 10.06	12.6%
Outbound Material - Tons												
3-7 Mixed (inc Ridged)	153	156	87	55.8%	145	(11)	-6.8%	156	11	7.8%	1	0.5%
Colored HDPE	230	220	108	49.2%	236	16	7.4%	234	(2)	-1.0%	14	6.4%
No 2 Natural HDPE	200	201	106	52.5%	184	(18)	-8.8%	202	19	10.3%	1	0.6%
No 1 Pet	483	461	254	55.2%	453	(8)	-1.8%	492	39	8.7%	31	6.8%
Total Plastic	1,066	1,038	555	53.5%	1,018	(20)	-1.9%	1,085	67	6.6%	47	4.5%
Residential Paper	13,645	13,663	6,849	50.1%	13,489	(174)	-1.3%	14,071	582	4.3%	408	3.0%
OCC (Single Sort)	8,818	9,780	4,466	45.7%	8,543	(1,237)	-12.6%	9,565	1,022	12.0%	(215)	-2.2%
Cans - Steel	710	741	323	43.7%	667	(74)	-10.0%	723	56	8.4%	(18)	-2.4%
Alum	156	142	87	61.0%	175	32	22.8%	174	(1)	-0.7%	31	21.9%
Glass to Storage	1,336	1,535	1,013	66.0%	1,678	143	9.3%	1,619	(60)	-3.6%	83	5.4%
Single Sort Program	25,730	26,899	13,293	49.4%	25,569	(1,330)	-4.9%	27,236	1,667	6.5%	337	1.3%
OCC (Source Separated)	4,046	4,593	1,826	39.8%	3,676	(917)	-20.0%	3,891	214	5.8%	(702)	-15.3%
Total Recycling Outbound	29,776	31,492	15,119	48.0%	29,245	(2,247)	-7.1%	31,126	1,881	6.4%	(365)	-1.2%
Loose Metal	226	247	126	50.9%	244	(2)	-1.0%	239	(6)	-2.4%	(8)	-3.3%
Post Burn	5,255	5,057	2,471	48.9%	5,293	237	4.7%	4,988	(306)	-5.8%	(69)	-1.4%
Total WTE Outbound	5,481	5,303	2,597	49.0%	5,538	235	4.4%	5,226	(312)	-5.6%	(77)	-1.5%
Total Outbound	35,257	36,795	17,716	48.1%	34,783	(2,012)	-5.5%	36,353	1,570	4.5%	(443)	-1.2%
Revenue - $												
3-7 Mixed (inc Ridged)	$ (868)	$ 7,935	$ 1,822	23.0%	$ 2,932	$ (5,004)	-63.1%	$ 3,461	$ 529	18.1%	$ (4,475)	-56.4%
Colored HDPE	91,879	96,554	25,515	26.4%	49,552	(47,001)	-48.7%	63,725	14,173	28.6%	(32,828)	-34.0%
No 2 Natural HDPE	127,870	199,787	121,933	61.0%	223,278	23,491	11.8%	218,476	(4,802)	-2.2%	18,689	9.4%
No 1 Pet	104,650	128,575	93,580	72.8%	158,051	29,476	22.9%	152,505	(5,546)	-3.5%	23,930	18.6%
Total Plastic	$ 323,531	$ 432,850	$ 242,850	56.1%	$ 433,813	$ 962	0.2%	$ 438,166	$ 4,354	1.0%	$ 5,316	1.2%
Residential Paper	253,169	42,573	215,328	505.8%	254,925	212,351	498.8%	185,847	(69,078)	-27.1%	143,274	336.5%
OCC (Single Sort)	861,081	875,383	486,186	55.5%	856,312	(19,070)	-2.2%	888,342	32,030	3.7%	12,960	1.5%
Cans - Steel	163,165	167,139	66,606	39.9%	134,761	(32,378)	-19.4%	146,139	11,378	8.4%	(21,000)	-12.6%
Cans - Alum	188,298	172,684	145,207	84.1%	300,939	128,255	74.3%	257,614	(43,325)	-14.4%	84,930	49.2%
Total Single Sort Program	$1,789,244	$ 1,690,629	$1,156,177	68.4%	$1,980,749	$ 290,120	17.2%	$1,916,109	$ (64,641)	-3.3%	$ 225,479	13.3%
OCC (Source Separated)	399,256	423,973	201,432	47.5%	369,751	(54,222)	-12.8%	361,353	(8,398)	-2.3%	(62,619)	-14.8%
Total Recycling Outbound	$2,188,499	$ 2,114,602	$1,357,609	64.2%	$2,350,500	$ 235,898	11.2%	$2,277,462	$ (73,038)	-3.1%	$ 162,860	7.7%
Loose Metal	37,238	43,880	26,102	59.5%	50,303	6,423	14.6%	45,865	(4,438)	-8.8%	1,985	4.5%
Post Burn	480,932	484,709	197,361	40.7%	421,933	(62,776)	-13.0%	414,832	(7,100)	-1.7%	(69,876)	-14.4%
Total WTE Outbound	$ 518,170	$ 528,588	$ 223,463	42.3%	$ 472,236	$ (56,353)	-10.7%	$ 460,697	$ (11,538)	-2.4%	$ (67,891)	-12.8%
Total Revenue	$2,706,669	$ 2,643,190	$1,581,072	59.8%	$2,822,736	$ 179,546	6.8%	$2,738,159	$ (84,576)	-3.0%	$ 94,969	3.6%
Revenue - $/Ton												
3-7 Mixed	$ (5.66)	$ 51.03	$ 21.01	41.2%	$ 20.22	$ (30.81)	-60.4%	$ 22.15	$ 1.93	9.5%	$ (28.89)	-56.6%
Colored HDPE	399.86	438.90	235.85	53.7%	209.72	(229.18)	-52.2%	272.31	62.60	29.8%	(166.59)	-38.0%
No 2 Natural HDPE	640.50	992.58	1,154.89	116.4%	1,216.64	224.06	22.6%	1,079.02	(137.62)	-11.3%	86.43	8.7%
No 1 Pet	216.46	278.79	367.83	131.9%	348.95	70.16	25.2%	309.75	(39.20)	-11.2%	30.96	11.1%
Total Plastic	$ 303.41	$ 417.02	$ 437.66	104.9%	$ 426.26	$ 9.24	2.2%	$ 403.80	$ (22.46)	-5.3%	$ (13.23)	-3.2%
Residential Paper	18.55	3.12	31.44	1008.9%	18.90	15.78	506.5%	13.21	(5.69)	-30.1%	10.09	323.9%
OCC (Single Sort)	97.65	89.51	108.87	121.6%	100.24	10.73	12.0%	92.88	(7.36)	-7.3%	3.36	3.8%
Cans - Steel	229.83	225.63	205.93	91.3%	202.12	(23.51)	-10.4%	202.14	0.02	0.0%	(23.49)	-10.4%
Cans - Alum	1,209.21	1,213.14	1,671.35	137.8%	1,721.42	508.28	41.9%	1,484.39	(237.03)	-13.8%	271.25	22.4%
Single Sort Program	$ 69.54	$ 62.85	$ 86.98	138.4%	$ 77.47	$ 14.62	23.3%	$ 70.35	$ (7.11)	-9.2%	$ 7.50	11.9%
OCC (Source Separated)	98.69	92.31	110.30	119.5%	100.58	8.27	9.0%	92.88	(7.70)	-7.7%	0.57	0.6%
Recycling Outbound	$ 73.50	$ 67.15	$ 89.79	133.7%	$ 80.37	$ 13.22	19.7%	$ 73.17	$ (7.20)	-9.0%	$ 6.02	9.0%
Loose Metal	165.14	177.82	207.94	116.9%	205.82	28.01	15.7%	192.25	(13.57)	-6.6%	14.44	8.1%
Post Burn	91.51	95.86	79.87	83.3%	79.71	(16.15)	-16.8%	83.17	3.46	4.3%	(12.69)	-13.2%
WTE Outbound	$ 94.54	$ 99.67	$ 86.06	86.3%	$ 85.27	$ (14.40)	-14.4%	$ 88.15	$ 2.88	3.4%	$ (11.52)	-11.6%
All Outbound	$ 76.77	$ 71.83	$ 89.25	124.2%	$ 81.15	$ 9.32	13.0%	$ 75.32	$ (5.83)	-7.2%	$ 3.49	4.9%

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FY 2026 Budget - Miscellaneous Income & Expenses												
		FY 2025						**FY 2026 Budget**				
					Forecast				**Favorable/(Unfavorable)**			
						Favorable/(Unfavorable) To FY 2025 Budget						
	FY 2024	**12 Month**	**Six Months YTD**						**Vs FY 2025 Forecast**		**Vs FY 2025 Budget**	
Description	**Actual**	**Budget**	**Actual**	**%**	**$**	**$**	**%**	**Budget**	**$**	**%**	**$**	**%**
Municipal Assessments/Rebates:												
TOTAL	-	-	-		-	-	0.0%	-	-	0.0%	-	0.0%
Other Operating Revenue:												
Stack Rental	$68,937	$74,542	$37,355	50.1%	$74,942	$400	0.5%	$78,975	$4,033	5.4%	$4,433	5.9%
Solar Panel Lease (new account)	-	57,000	-		-	57,000	-100.0%	-	-	0.0%	(57,000)	-100.0%
Joinder Agreeement Revenue	-	-	-		-	-	0.0%	91,752	91,752	100.0%	91,752	100.0%
Container Rental Fees	15,500	15,750	7,500	47.6%	14,750	(1,000)	-6.3%	15,000	250	1.7%	(750)	-4.8%
Kimberly Clark	89,244	97,031	69,688	71.8%	103,627	6,596	6.8%	145,000	41,373	39.9%	47,969	49.4%
TOTAL	$173,681	$244,323	$114,543	46.9%	$193,319	$62,996	-20.9%	$330,727	$137,408	71.1%	$86,404	35.4%
ADMIN-CONTINGENT	7,736	250,000	10,043	4.0%	100,000	150,000	60.0%	350,000	(250,000)	-250.0%	(100,000)	-40.0%
INTEREST INCOME												
Interest-Trustee	-	-	76,118	100.0%	-	-	0.0%	-	-	0.0%	-	0.0%
Interest - Bank	43,070	35,296	23,544	66.7%	50,000	14,704	41.7%	50,000	-	0.0%	14,704	41.7%
Finance Chrgs Revenue	11,693	10,000	6,593	65.9%	13,187	3,187	31.9%	10,000	(3,187)	-24.2%	0	0.0%
Misc Revenues	333	5,000	185	3.7%	250	(4,750)	-95.0%	250	-	0.0%	(4,750)	-95.0%
TOTAL INTEREST INCOME	$55,096	$50,296	$106,440	136.3%	$63,437	$13,140	26.1%	$60,250	($3,187)	-5.0%	$9,954	19.8%
INVESTMENT INCOME												
Investment Income	569,797	425,000	335,705	79.0%	671,410	246,410	58.0%	585,000	(86,410)	-12.9%	160,000	37.6%
Investment Fees	(72,719)	(80,000)	(39,380)	49.2%	(78,761)	1,239	1.5%	(72,000)	6,761	8.6%	8,000	10.0%
Investment Gains/(Losses)	2,487,057	635,000	1,442,908	227.2%	992,908	357,908	56.4%	369,000	(623,908)	-62.8%	(266,000)	-41.9%
TOTAL INVESTMENT INCOME	$2,984,135	$980,000	$1,739,233	177.5%	$1,585,557	$605,557	61.8%	$882,000	($703,557)	-44.4%	($98,000)	-10.0%
ADMIN - LEASE/BOND PAYMENTS (non-GA/	-	1,335,362	186,656	14.0%	1,293,762	(41,600)	-3.1%	2,026,368	732,606	56.6%	691,006	51.7%
INTEREST EXPENSE												
Interest Expense - Capital Lease	170,238	217,031	110,082	50.7%	215,291	-	0.8%	173,685	(41,606)	19.3%	(43,346)	20.0%
Interest Expense - Bonding	-	1,014,600	144,333	14.2%	670,000	-	34.0%	1,525,750	855,750	-127.7%	511,150	-50.4%
TOTAL INTEREST EXPENSE	$170,238	$1,231,631	$254,415	64.9%	$885,291	$ -	28.1%	$1,699,435	$814,144	-92.0%	$467,804	-38.0%
OTHER INCOME & EXPENSE												
Other Gains (Losses)	11,909	-	-		-	-	0.0%	-	-	0.0%	-	0.0%
Discount Available	127	-	7	100.0%	13	13	100.0%	-	(13)	-100.0%	-	0.0%
Discounts Taken	19,989	25,000	5,387	21.5%	10,774	(14,226)	-56.9%	20,000	9,226	85.6%	(5,000)	-20.0%
TOTAL OTHER INCOME / (EXPENSE)	$32,025	$25,000	$5,393	21.6%	$10,787	($14,213)	-56.9%	$20,000	$9,213	85.4%	($5,000)	-20.0%
LANDFILL-CLOSURE PROJECT	496,903	444,001	237,143	53.4%	474,287	(30,286)	-6.8%	474,287	-	0.0%	(30,286)	-6.8%
ADMIN-POST RETIREMENT BENEFITS	22,361	31,707	11,184	35.3%	22,368	9,339	29.5%	22,368	-	0.0%	9,339	29.5%
DEPRECIATION	4,046,309	4,422,000	1,995,773	45.1%	4,148,000	274,000	6.2%	5,278,000	(1,130,000)	-27.2%	(856,000)	-19.4%

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FY 2026 Budget - Administration Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget						
	FY 2024	12 Month	Six Months YTD						Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	Actual	Budget	Actual	% Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ 1,391,937	$ 1,525,997	$ 750,259	49.2%	$1,431,444	$94,553	6.2%	$1,585,791	($154,347)	-10.8%	($59,794)	-3.9%
Other Employee Benefits	511,323	592,812	281,308	47.5%	568,355	24,458	4.1%	640,059	(71,705)	-12.6%	(47,247)	-8.0%
Physicals	1,624	2,000	655	32.7%	1,310	690	34.5%	1,500	(190)	-14.5%	500	25.0%
Office Supplies	51,851	48,500	24,595	50.7%	47,500	1,000	2.1%	28,848	18,652	39.3%	19,652	40.5%
Board/Communities Expenses	20,006	20,000	8,250	41.3%	20,500	(500)	-2.5%	21,000	(500)	-2.4%	(1,000)	-5.0%
Travel & Food	34,979	30,000	25,198	84.0%	35,000	(5,000)	-16.7%	30,000	5,000	14.3%	-	0.0%
Employment Advertising/Hiring	54,334	30,000	-		25,000	5,000	16.7%	20,000	5,000	20.0%	10,000	33.3%
Training	28,449	25,000	7,282	29.1%	19,782	5,217	20.9%	25,000	(5,218)	-26.4%	(0)	0.0%
Dues & Subscriptions	3,762	6,000	3,681	61.4%	6,500	(500)	-8.3%	6,500	-	0.0%	(500)	-8.3%
Telephone	14,261	13,000	6,546	50.4%	13,593	(593)	-4.6%	14,000	(407)	-3.0%	(1,000)	-7.7%
Safety Equipment	2,180	2,500	5,514	220.6%	4,250	(1,750)	-70.0%	4,000	250	5.9%	(1,500)	-60.0%
Insurance	707,760	1,243,795	586,293	47.1%	1,210,719	33,076	2.7%	1,276,610	(65,891)	-5.4%	(32,815)	-2.6%
Audit	21,750	26,500	27,600	104.2%	27,600	(1,100)	-4.2%	28,900	(1,300)	-4.7%	(2,400)	-9.1%
Computer Maintenance	175,134	195,111	93,567	48.0%	172,000	23,111	11.8%	190,000	(18,000)	-10.5%	5,111	2.6%
Consulting Services	8,042	10,000	7,622	76.2%	18,600	(8,600)	-86.0%	30,000	(11,400)	-61.3%	(20,000)	-200.0%
Placement Fees	-	-	73	100.0%	73	(73)	-100.0%	-	73	100.0%	-	0.0%
Legal Fees	59,131	68,000	26,876	39.5%	68,000	0	0.0%	68,000	-	0.0%	0	0.0%
Outside Services	-	-	-		-	-	0.0%	20,000	(20,000)	-100.0%	(20,000)	-100.0%
Public Relations	174,214	269,900	119,448	44.3%	277,403	(7,503)	-2.8%	260,000	17,403	6.3%	9,900	3.7%
Bank Charges	38,922	45,000	19,727	43.8%	39,455	5,545	12.3%	40,000	(545)	-1.4%	5,000	11.1%
Host Community Payments	500,000	500,000	251,433	50.3%	502,865	(2,865)	-0.6%	505,000	(2,135)	-0.4%	(5,000)	-1.0%
Major Repairs	-	-	7,791	100.0%	7,791	(7,791)	-100.0%	-	7,791	100.0%	-	0.0%
TOTAL ALL	$3,799,661	$4,654,115	$2,254,172	48.4%	$4,497,739	$156,376	3.4%	$4,795,208	($297,469)	-6.6%	($141,093)	-3.0%

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FY 2026 Budget - Waste To Energy Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget			Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	FY 2024 Actual	12 Month Budget	Six Months YTD Actual	% Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ 4,359,851	$ 4,548,566	$ 2,281,495	50.2%	$4,535,666	$12,900	0.3%	$4,756,861	($221,195)	-4.9%	($208,294)	-4.6%
Other Employee Benefits	1,427,630	1,665,964	779,234	46.8%	1,673,132	(7,168)	-0.4%	1,826,373	(153,241)	-9.2%	(160,409)	-9.6%
Physicals	21,933	20,000	3,860	19.3%	22,000	(2,000)	-10.0%	22,000	-	0.0%	(2,000)	-10.0%
Uniforms	64,763	67,136	32,099	47.8%	64,198	2,939	4.4%	65,000	(802)	-1.2%	2,136	3.2%
Temporary Labor	75,879	50,000	16,980	34.0%	54,000	(4,000)	-8.0%	55,000	(1,000)	-1.9%	(5,000)	-10.0%
Office Supplies	15,420	17,000	8,916	52.4%	17,833	(833)	-4.9%	17,000	833	4.7%	0	0.0%
Travel & Food	2,988	6,000	1,284	21.4%	5,000	1,000	16.7%	6,000	(1,000)	-20.0%	-	0.0%
Training	16,217	12,500	10,790	86.3%	21,580	(9,080)	-72.6%	26,500	(4,920)	-22.8%	(14,000)	-112.0%
Telephone	14,319	12,500	6,341	50.7%	12,500	-	0.0%	12,500	0	0.0%	0	0.0%
Building & Ground Maintenance	73,276	73,500	40,185	54.7%	80,000	(6,500)	-8.8%	73,500	6,500	8.1%	-	0.0%
Vehicle Maintenance	45,193	45,000	12,571	27.9%	45,000	-	0.0%	45,000	-	0.0%	-	0.0%
Warehousing (Freight & Ship)	70,221	64,000	27,228	42.5%	54,456	9,544	14.9%	64,000	(9,544)	-17.5%	(0)	0.0%
Maintenance Shop Stock	71,643	72,000	34,597	48.1%	69,195	2,805	3.9%	72,000	(2,805)	-4.1%	-	0.0%
Safety Equipment	60,104	66,000	29,022	44.0%	58,043	7,957	12.1%	86,200	(28,157)	-48.5%	(20,200)	-30.6%
Laboratory Equipment	15,417	7,000	5,385	76.9%	7,000	(0)	0.0%	7,000	-	0.0%	(0)	0.0%
Permits	1,801	30,000	930	3.1%	30,000	-	0.0%	3,000	27,000	90.0%	27,000	90.0%
Tools & Equipment	54,742	69,000	17,917	26.0%	35,833	33,167	48.1%	55,000	(19,167)	-53.5%	14,000	20.3%
Mobile Equip Fuel	72,603	83,000	28,625	34.5%	57,249	25,751	31.0%	70,000	(12,751)	-22.3%	13,000	15.7%
Replacement Spare Parts	927,271	715,850	410,919	57.4%	822,000	(106,150)	-14.8%	835,000	(13,000)	-1.6%	(119,150)	-16.6%
Lubricants	31,969	35,000	18,994	54.3%	35,000	0	0.0%	35,000	-	0.0%	0	0.0%
Other Chemicals	140,138	150,000	82,791	55.2%	174,049	(24,049)	-16.0%	163,180	10,869	6.2%	(13,180)	-8.8%
Chemicals Carbon	168,234	203,000	100,817	49.7%	202,102	898	0.4%	212,000	(9,898)	-4.9%	(9,000)	-4.4%
Chemicals Lime	1,066,919	1,318,527	665,980	50.5%	1,458,418	(139,891)	-10.6%	1,387,618	70,800	4.9%	(69,091)	-5.2%
Chemicals Urea	176,588	186,880	120,854	64.7%	235,853	(48,973)	-26.2%	237,000	(1,147)	-0.5%	(50,120)	-26.8%
Computer Maintenance	5,716	14,000	19,013	135.8%	11,013	2,987	21.3%	14,000	(2,987)	-27.1%	0	0.0%
Dep Ash Fee	75,337	86,000	37,991	44.2%	76,982	9,018	10.5%	78,000	(1,018)	-1.3%	8,000	9.3%
Kone Cranes	28,463	30,000	15,215	50.7%	31,000	(1,000)	-3.3%	31,000	-	0.0%	(1,000)	-3.3%
Safety Inspections	35,333	29,000	22,019	75.9%	44,000	(15,000)	-51.7%	29,870	14,130	32.1%	(870)	-3.0%
Industrial Cleaning	348,527	355,000	196,457	55.3%	370,000	(15,000)	-4.2%	409,300	(39,300)	-10.6%	(54,300)	-15.3%
Power Sales Services	193	7,500	3,970	52.9%	7,400	100	1.3%	-	7,400	100.0%	7,500	100.0%
Gas	188,462	274,700	92,586	33.7%	248,200	26,500	9.6%	261,600	(13,400)	-5.4%	13,100	4.8%
Water & Sewer	150,655	184,490	80,821	43.8%	172,662	11,828	6.4%	195,972	(23,310)	-13.5%	(11,482)	-6.2%
Electric	334,932	288,000	150,330	52.2%	161,046	126,954	44.1%	345,700	(184,654)	-114.7%	(57,700)	-20.0%
Non Destructive Testing	83,501	82,400	40,736	49.4%	82,400	-	0.0%	99,872	(17,472)	-21.2%	(17,472)	-21.2%
Annual Maintenance (Shutdown)	822,638	925,000	347,941	37.6%	925,109	(109)	0.0%	925,000	109	0.0%	-	0.0%
Machine Work	5,280	7,000	7,190	102.7%	10,000	(3,000)	-42.9%	7,000	3,000	30.0%	(0)	0.0%
Outside Services	273,746	325,000	168,673	51.9%	345,000	(20,000)	-6.2%	325,000	20,000	5.8%	(0)	0.0%
Cem Mtnc Contract	46,379	49,186	27,600	56.1%	53,200	(4,014)	-8.2%	56,936	(3,736)	-7.0%	(7,750)	-15.8%
Food Waste Disposal	255,733	255,000	98,849	38.8%	242,000	13,000	5.1%	243,000	(1,000)	-0.4%	12,000	4.7%
Rental Equipment	16,867	26,200	12,225	46.7%	26,200	(0)	0.0%	26,200	-	0.0%	(0)	0.0%
Waste Disposal	14,527	20,000	8,642	43.2%	20,000	-	0.0%	20,000	-	0.0%	-	0.0%
Painting	1,153	2,000	1,417	70.8%	2,000	-	0.0%	2,000	0	0.0%	0	0.0%
Vendor Assistance	48,019	60,000	3,038	5.1%	76,500	(16,500)	-27.5%	76,000	500	0.7%	(16,000)	-26.7%
Engineering Consulting	7,140	35,000	-		35,000	-	0.0%	35,000	0	0.0%	0	0.0%
Obsolete Inventory	49,800	30,000	4,960	16.5%	10,000	20,000	66.7%	10,000	-	0.0%	20,000	66.7%
Miscellaneous	67	15,000	2,122	14.1%	-	15,000	100.0%	15,000	(15,000)	-100.0%	-	0.0%
Environ-Permits	36,958	39,274	1,802	4.6%	36,782	2,492	6.3%	39,274	(2,492)	-6.8%	-	0.0%
Environ-Iso & Ohsas Systems	31,161	24,000	9,243	38.5%	18,741	5,259	21.9%	24,000	(5,259)	-28.1%	-	0.0%
Enivron-Ash Testing	15,781	15,626	6,909	44.2%	15,199	427	2.7%	16,882	(1,683)	-11.1%	(1,256)	-8.0%
Environ-Air Monitoring	77,475	81,950	77,663	94.8%	78,623	3,327	4.1%	81,950	(3,327)	-4.2%	-	0.0%
Environ-Cems Certification	10,400	10,400	11,360	109.2%	11,360	(960)	-9.2%	20,000	(8,640)	-76.1%	(9,600)	-92.3%
Environ-Miscellaneous	9,256	-	-		-	-	0.0%	-	-	0.0%	-	0.0%
Major Repairs	28,919	335,000	34,974	10.4%	305,724	29,276	8.7%	265,000	40,724	13.3%	70,000	20.9%
TOTAL ALL	$11,977,592	$13,125,150	$6,227,080	47.4%	$13,186,248	($61,098)	-0.5%	$13,786,287	($600,039)	-4.6%	($661,137)	-5.0%

ecomaine												
FY 2026 Budget - Waste To Energy Bypass Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget						
	FY 2024	12 Month	Six Months YTD						Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	Actual	Budget	Actual	% Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ -	$ -	$ -		$ -	$ -	0.0%	$ -	$ -	0.0%	$ -	0.0%
Other Employee Benefits	-	-	-		-	-	0.0%	-	-	0.0%	-	0.0%
Bypass-Waste Disposal	1,062,682	790,400	664,379	84.1%	1,463,800	(673,400)	-85.2%	2,509,798	(1,045,998)	-71.5%	(1,719,398)	-217.5%
TOTAL ALL	$1,062,682	$790,400	$664,379	84.1%	$1,463,800	($673,400)	-85.2%	$2,509,798	($1,045,998)	-71.5%	($1,719,398)	-217.5%

ecomaine												
FY 2026 Budget - Recycling Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget			Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	FY 2024 Actual	12 Month Budget	Six Months YTD Actual	Six Months YTD % Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ 866,647	$ 992,947	$ 450,280	45.3%	$855,645	$137,302	13.8%	$1,020,501	($164,856)	-19.3%	($27,554)	-2.8%
Other Employee Benefits	367,704	461,640	181,266	39.3%	395,108	66,533	14.4%	478,314	(83,207)	-21.1%	(16,674)	-3.6%
Physicals	1,476	1,500	3,142	209.5%	750	750	50.0%	1,500	(750)	-100.0%	-	0.0%
Uniforms	26,772	29,000	14,614	50.4%	29,229	(229)	-0.8%	30,000	(771)	-2.6%	(1,000)	-3.4%
Temporary Labor	636,463	638,000	317,153	49.7%	634,305	3,695	0.6%	638,000	(3,695)	-0.6%	0	0.0%
Office Supplies	2,750	5,000	3,019	60.4%	5,500	(500)	-10.0%	5,000	500	9.1%	0	0.0%
Travel & Food	3,226	5,000	1,819	36.4%	3,000	2,000	40.0%	5,000	(2,000)	-66.7%	0	0.0%
Training	1,202	7,500	1,257	16.8%	3,500	4,000	53.3%	7,500	(4,000)	-114.3%	-	0.0%
Dues, Subscriptions, & Publications	2,591	3,200	-		2,600	600	18.8%	3,200	(600)	-23.1%	0	0.0%
Telephone	1,969	2,300	783	34.0%	2,000	300	13.0%	2,300	(300)	-15.0%	0	0.0%
Buildings & Grounds Maintenance	32,750	14,700	8,874	60.4%	16,700	(2,000)	-13.6%	14,700	2,000	12.0%	-	0.0%
Vehicle Maintenance	13,353	39,000	28,613	73.4%	35,000	4,000	10.3%	39,000	(4,000)	-11.4%	-	0.0%
Warehousing (Freight & Ship)	10,347	10,000	6,265	62.7%	10,000	(0)	0.0%	10,000	-	0.0%	(0)	0.0%
Safety Equipment	43,939	22,500	23,758	105.6%	32,000	(9,500)	-42.2%	22,500	9,500	29.7%	-	0.0%
Tools & Equipment	11,861	13,000	3,606	27.7%	10,500	2,500	19.2%	13,000	(2,500)	-23.8%	(0)	0.0%
Purchase Of Uncontracted Recy Materia	140,652	180,000	92,920	51.6%	157,674	22,326	12.4%	164,700	(7,026)	-4.5%	15,300	8.5%
Purchase Of Contracted Recy Materials	271,042	315,000	195,977	62.2%	348,355	(33,355)	-10.6%	282,800	65,555	18.8%	32,200	10.2%
Mobile Equip Fuel	12,703	20,000	5,902	29.5%	12,244	7,756	38.8%	20,000	(7,756)	-63.3%	0	0.0%
Replacement Spare Parts	147,927	150,000	50,408	33.6%	150,000	-	0.0%	200,000	(50,000)	-33.3%	(50,000)	-33.3%
Lubricants	2,311	5,000	1,643	32.9%	4,928	72	1.4%	5,000	(72)	-1.5%	0	0.0%
Baling Wire	121,326	150,000	75,763	50.5%	158,000	(8,000)	-5.3%	160,000	(2,000)	-1.3%	(10,000)	-6.7%
Computer Maintenance	2,604	2,000	1,766	88.3%	2,000	0	0.0%	2,000	-	0.0%	0	0.0%
Gas	4,861	3,500	1,349	38.5%	3,000	500	14.3%	3,500	(500)	-16.7%	0	0.0%
Water & Sewer	9,490	10,000	4,320	43.2%	9,645	355	3.5%	10,000	(355)	-3.7%	(0)	0.0%
Electric	1,074	2,000	337	16.8%	-	2,000	100.0%	2,000	(2,000)	-100.0%	0	0.0%
Rental Equipment	2,139	15,000	-		15,000	-	0.0%	27,000	(12,000)	-80.0%	(12,000)	-80.0%
Painting	19,029	50,000	25,339	50.7%	50,000	-	0.0%	50,000	0	0.0%	0	0.0%
Recyclables Hauling	13,333	20,000	519	2.6%	2,075	17,925	89.6%	10,000	(7,925)	-381.9%	10,000	50.0%
Containers	(225)	10,000	-		-	10,000	100.0%	-	-	0.0%	10,000	100.0%
Major Repairs	17,567	-	15,483	100.0%	31,483	(31,483)	-100.0%	-	31,483	100.0%	-	0.0%
TOTAL ALL	$2,788,883	$3,177,788	$1,516,174	47.7%	$2,980,242	$197,546	6.2%	$3,227,516	($247,274)	-8.3%	($49,727)	-1.6%

ecomaine												
FY 2026 Budget - Recycling Expenses - 90 Blueberry Road												
		FY 2025						**FY 2026 Budget**				
					Forecast				**Favorable/(Unfavorable)**			
						Favorable/(Unfavorable) To FY 2025 Budget						
	FY 2024	**12 Month**	**Six Months YTD**						**Vs FY 2025 Forecast**		**Vs FY 2025 Budget**	
Description	**Actual**	**Budget**	**Actual**	**% Budget**	**$**	**$**	**%**	**$**	**$**	**%**	**$**	**%**
Payroll/Benefits	$ -	$ -	$ -		$ -	$ -	0.0%	$ -	$ -	0.0%	$ -	0.0%
Other Employee Benefits	-	-	-		$ -	-	0.0%	-	-	0.0%	-	0.0%
Travel & Food	11,049	1,000	325	32.5%	$325	675	67.5%	1,000	(675)	-207.7%	(0)	0.0%
Buildings & Grounds Maintenance	14,121	12,500	2,291	18.3%	$4,791	7,709	61.7%	12,500	(7,709)	-160.9%	0	0.0%
Safety Equipment	2,637	2,700	942	34.9%	$942	1,758	65.1%	2,700	(1,758)	-186.7%	-	0.0%
Insurance	9,900	40,800	19,800	48.5%	$41,580	(780)	-1.9%	48,000	(6,420)	-15.4%	(7,200)	-17.6%
Computer Maintenance	526	1,300	632	48.6%	$1,263	37	2.8%	1,300	(37)	-2.9%	(0)	0.0%
Building Rental	-	407,494	203,747	50.0%	$407,494	0	0.0%	419,719	(12,225)	-3.0%	(12,225)	-3.0%
Gas	12,979	14,000	3,663	26.2%	$14,513	(513)	-3.7%	16,500	(1,987)	-13.7%	(2,500)	-17.9%
Water & Sewer	8,681	9,925	4,756	47.9%	$9,511	414	4.2%	9,925	(414)	-4.4%	(0)	0.0%
Electric	14,388	16,450	8,055	49.0%	$14,255	2,195	13.3%	16,950	(2,695)	-18.9%	(500)	-3.0%
Outside Services	1,927	2,000	5,782	289.1%	$10,500	(8,500)	-425.0%	2,000	8,500	81.0%	0	0.0%
Real Estate Taxes	51,339	53,906	26,738	49.6%	$53,476	430	0.8%	56,150	(2,674)	-5.0%	(2,244)	-4.2%
Major Repairs	1,067	-	-		$ -	-	0.0%	-	-	0.0%	-	0.0%
TOTAL ALL	$128,614	$562,075	$276,729	49.2%	$558,650	$3,425	0.6%	$586,744	($28,093)	-5.0%	($24,669)	-4.4%

ecomaine												
FY 2026 Budget - Landfill / Ashfill Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget			Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	FY 2024 Actual	12 Month Budget	Six Months YTD Actual	% Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ 411,807	$ 421,590	$ 219,149	52.0%	$434,169	($12,579)	-3.0%	$461,548	($27,380)	-6.3%	($39,958)	-9.5%
Other Employee Benefits	162,824	189,614	89,251	47.1%	188,245	1,369	0.7%	208,751	(20,507)	-10.9%	(19,138)	-10.1%
Physicals	2,236	2,000	1,233	61.6%	2,000	0	0.0%	2,600	(600)	-30.0%	(600)	-30.0%
Uniforms	15,749	13,000	5,589	43.0%	12,000	1,000	7.7%	13,000	(1,000)	-8.3%	(0)	0.0%
Temporary Labor	2,951	3,000	5,368	178.9%	6,000	(3,000)	-100.0%	6,000	-	0.0%	(3,000)	-100.0%
Office Supplies	3,420	4,000	1,542	38.6%	3,085	915	22.9%	4,000	(915)	-29.7%	(0)	0.0%
Travel & Food	2,389	6,000	2,490	41.5%	4,000	2,000	33.3%	7,000	(3,000)	-75.0%	(1,000)	-16.7%
Training	1,182	5,000	2,053	41.1%	5,000	0	0.0%	12,000	(7,000)	-140.0%	(7,000)	-140.0%
Dues & Subscriptions	5,445	4,500	990	22.0%	2,500	2,000	44.4%	2,000	500	20.0%	2,500	55.6%
Telephone	8,331	6,500	3,940	60.6%	7,881	(1,381)	-21.2%	8,200	(319)	-4.1%	(1,700)	-26.2%
Building & Ground Maintenance	66,738	57,000	39,160	68.7%	57,000	-	0.0%	80,000	(23,000)	-40.4%	(23,000)	-40.4%
Vehicle Maintenance	40,961	29,750	15,334	51.5%	35,000	(5,250)	-17.6%	37,000	(2,000)	-5.7%	(7,250)	-24.4%
Warehousing (Freight & Ship)	697	2,000	-		1,000	1,000	50.0%	2,000	(1,000)	-100.0%	0	0.0%
Maintenance Shop Stock	6,169	5,000	767	15.3%	4,500	500	10.0%	4,000	500	11.1%	1,000	20.0%
Safety Equipment	9,202	12,000	3,428	28.6%	14,000	(2,000)	-16.7%	10,000	4,000	28.6%	2,000	16.7%
Laboratory Equipment	3,404	2,500	174	7.0%	3,100	(600)	-24.0%	1,500	1,600	51.6%	1,000	40.0%
Permits	74,154	72,000	13,706	19.0%	75,966	(3,966)	-5.5%	80,500	(4,534)	-6.0%	(8,500)	-11.8%
Tools & Equipment	8,711	10,000	324	3.2%	5,324	4,676	46.8%	8,000	(2,676)	-50.3%	2,000	20.0%
Mobile Equip Fuel	35,657	38,000	14,076	37.0%	32,000	6,000	15.8%	32,000	-	0.0%	6,000	15.8%
Replacement Spare Parts	3,663	6,000	1,018	17.0%	1,200	4,800	80.0%	5,000	(3,800)	-316.7%	1,000	16.7%
Lubricants	640	5,000	283	5.7%	2,000	3,000	60.0%	2,500	(500)	-25.0%	2,500	50.0%
Chemicals	20	3,000	-		-	3,000	100.0%	1,750	(1,750)	-100.0%	1,250	41.7%
Computer Maintenance	7,357	5,000	2,803	56.1%	4,000	1,000	20.0%	4,000	-	0.0%	1,000	20.0%
Consulting Services	11,986	10,000	7,619	76.2%	9,000	1,000	10.0%	20,000	(11,000)	-122.2%	(10,000)	-100.0%
Industrial Cleaning	65,284	120,000	7,950	6.6%	60,000	60,000	50.0%	80,000	(20,000)	-33.3%	40,000	33.3%
Gas	5,309	10,000	2,794	27.9%	10,000	(0)	0.0%	10,000	-	0.0%	(0)	0.0%
Water & Sewer	638,660	580,000	139,144	24.0%	352,175	227,825	39.3%	487,195	(135,020)	-38.3%	92,805	16.0%
Electric	37,085	35,000	15,036	43.0%	32,000	3,000	8.6%	40,000	(8,000)	-25.0%	(5,000)	-14.3%
Outside Services	1,440	2,000	-		2,000	0	0.0%	1,500	500	25.0%	500	25.0%
Rental Equipment	10,852	6,000	-		2,000	4,000	66.7%	4,000	(2,000)	-100.0%	2,000	33.3%
Engineering Consulting	26,160	20,000	7,914	39.6%	20,000	0	0.0%	20,000	-	0.0%	0	0.0%
Geotechnical Monitoring	87,762	45,000	17,004	37.8%	39,000	6,000	13.3%	48,000	(9,000)	-23.1%	(3,000)	-6.7%
Water Quality	46,026	54,000	19,429	36.0%	56,000	(2,000)	-3.7%	60,000	(4,000)	-7.1%	(6,000)	-11.1%
Hauling	1,909	5,000	-		1,500	3,500	70.0%	2,000	(500)	-33.3%	3,000	60.0%
Miscellaneous	29	1,000	300	30.0%	700	300	30.0%	1,000	(300)	-42.9%	(0)	0.0%
Major Repairs	177,877	35,000	-		-	35,000	100.0%	65,000	(65,000)	-100.0%	(30,000)	-85.7%
TOTAL ALL	$1,984,084	$1,825,454	$639,868	35.1%	$1,484,344	$341,110	18.7%	$1,832,044	($347,701)	-23.4%	($6,591)	-0.4%

ecomaine												
FY 2026 Budget - Transportation Expenses												
		FY 2025						FY 2026 Budget				
					Forecast				Favorable/(Unfavorable)			
						Favorable/(Unfavorable) To FY 2025 Budget			Vs FY 2025 Forecast		Vs FY 2025 Budget	
Description	FY 2024 Actual	12 Month Budget	Six Months YTD Actual	% Budget	$	$	%	$	$	%	$	%
Payroll/Benefits	$ 395,889	$ 388,910	$ 200,053	51.4%	$390,562	($1,651)	-0.4%	$407,061	($16,499)	-4.2%	($18,151)	-4.7%
Other Employee Benefits	124,799	145,791	59,848	41.1%	134,090	11,701	8.0%	148,663	(14,574)	-10.9%	(2,872)	-2.0%
Physicals	1,743	3,600	339	9.4%	2,139	1,461	40.6%	2,000	139	6.5%	1,600	44.4%
Uniforms	4,333	5,250	2,224	42.4%	4,849	401	7.6%	5,250	(401)	-8.3%	-	0.0%
Temporary Labor	13,343	13,000	2,526	19.4%	5,051	7,949	61.1%	9,100	(4,049)	-80.2%	3,900	30.0%
Training	-	1,000	550	55.0%	550	450	45.0%	-	550	100.0%	1,000	100.0%
Vehicle Maintenance	76,710	102,115	42,089	41.2%	84,178	17,937	17.6%	89,728	(5,550)	-6.6%	12,387	12.1%
Warehousing (Freight & Ship)	1,453	1,000	67	6.7%	567	433	43.3%	1,000	(433)	-76.2%	(0)	0.0%
Maintenance Shop Stock	2,857	15,710	1,504	9.6%	4,511	11,200	71.3%	2,000	2,511	55.7%	13,710	87.3%
Safety Equipment	1,441	800	639	79.9%	1,932	(1,132)	-141.5%	1,000	932	48.2%	(200)	-25.0%
Permits	-	800	-		400	400	50.0%	500	(100)	-25.0%	300	37.5%
Tools & Equipment	3,858	5,000	283	5.7%	5,000	0	0.0%	7,650	(2,650)	-53.0%	(2,650)	-53.0%
Mobile Equipment Fuel	24,281	32,000	10,938	34.2%	21,876	10,124	31.6%	23,182	(1,306)	-6.0%	8,818	27.6%
Replacement Spare Parts	17,705	34,990	2,847	8.1%	11,195	23,795	68.0%	19,890	(8,695)	-77.7%	15,100	43.2%
Lubricants	1,238	2,678	304	11.3%	1,704	974	36.4%	2,678	(974)	-57.2%	0	0.0%
Outside Services	1,113	15,000	-		-	15,000	100.0%	5,000	(5,000)	-100.0%	10,000	66.7%
Hauling	1,800	23,429	9,084	38.8%	31,675	(8,246)	-35.2%	23,500	8,175	25.8%	(71)	-0.3%
Miscellaneous	-	1,000	-		500	500	50.0%	1,000	(500)	-100.0%	(0)	0.0%
Major Repairs	-	-	-		25,000	(25,000)	-100.0%	25,000	-	0.0%	(25,000)	-100.0%
TOTAL ALL	$672,561	$792,073	$333,295	42.1%	$725,778	$66,294	8.4%	$774,202	($48,424)	-6.7%	$17,871	2.3%

ecomaine								
FY 2026 Budget - Payroll & Benefits Summary								
		FY 2025						**FY 2026**
					Forecast			
						Favorable/(Unfavorable) To FY 2025 Budget		
	FY 2024	**12 Month**	**Six Months YTD**					
Description	**Actual**	**Budget**	**Actual**	**% Budget**	**$**	**$**	**%**	**$**
Payroll								
Administration	$1,391,937	$1,525,997	$919,999	60.3%	$1,431,444	$94,553	6.2%	$1,585,791
WTE	4,359,851	4,548,566	2,734,090	60.1%	4,535,666	12,900	0.3%	4,756,861
Recycle	866,647	992,947	544,053	54.8%	855,645	137,302	13.8%	1,020,501
Landfill	411,807	421,590	265,716	63.0%	434,169	(12,579)	-3.0%	461,548
Transportation	395,889	388,910	232,502	59.8%	390,562	(1,651)	-0.4%	407,061
Total	$7,426,131	$7,878,011	$4,696,360	59.6%	$7,647,486	$230,525	2.9%	$8,231,763
Employee Benefits								
FICA Taxes	541,883	583,291	285,122	48.9%	565,914	17,377	3.0%	609,150
Unemployment Taxes	11,283	21,083	3,215	15.2%	3,215	17,868	84.8%	23,126
Health Insurance	1,249,847	1,456,642	706,374	48.5%	1,473,642	(16,999)	-1.2%	1,659,044
FSA & HRA Admin Expenses	6,264	7,200	2,818	39.1%	5,636	1,564	21.7%	7,200
Life Insurance	19,073	17,300	9,736	56.3%	19,072	(1,772)	-10.2%	17,300
Workers Compensation	108,310	151,810	40,284	26.5%	108,313	43,497	28.7%	136,744
Long Term disability	67,964	69,091	35,094	50.8%	70,187	(1,096)	-1.6%	73,954
Maine Paid Family and Medical Leave	-	8,039	-		7,299	740	9.2%	17,117
Retirement Plans	453,574	548,860	247,879	45.2%	524,564	24,295	4.4%	568,111
HRA I	88,395	110,799	40,089	36.2%	106,601	4,197	3.8%	109,250
HRA II	37,977	63,408	14,315	22.6%	61,340	2,068	3.3%	62,864
Wellness Program	9,709	18,300	5,983	32.7%	13,145	5,155	28.2%	18,300
Total Benefits	$2,594,279	$3,055,821	$1,390,908	45.5%	$2,958,928	$96,893	3.2%	$3,302,161
% of Payroll	34.9%	38.8%	29.6%		38.7%			40.1%

ecomaine						
FY 2026 Budget - Capital Expenditures						
		FY 2025				FY 2026
				Forecast		
Title		Budget	Actual YTD thru 12/31/24	$	Favorable/ (Unfavorabl	Budget
Waste to Energy						
Controls	Distributed Control System controls software and hardware upc	-	(3,542)	(3,542)	3,542	-
Equipment	Scrubber Vessel Repairs *	-	4,901	4,901	(4,901)	-
Boiler	Ash extractors rebuild B Boiler	315,000	25,863	60,000	255,000	300,000
Buildings and Grounds	Fire protection / Tipping hall water cannon (Lease FY24)	-	172,049	172,049	(172,049)	-
Boiler	Division Wall Rebuild "B" Boiler	85,000	73,226	73,226	11,774	-
Buildings and Grounds	Cooling Tower (Deck) *	-	-	-	-	-
Equipment	Feed Chute A Improvements*	300,000	-	-	300,000	500,000
Equipment	Station Air Compressors (Lease FY24)	-	(23,850)	30,000	(30,000)	-
Boiler	Carbon Injection Loss in Wt feeders*	-	13,720	15,720	(15,720)	-
Equipment	Turbine Crane (Hoist) Replacement (Lease FY24)	-	11,151	11,151	(11,151)	-
Buildings and Grounds	Fire pump house roof	40,000	33,752	33,752	6,248	-
Equipment	Feedwater pumps 93MM0005	87,500	77,080	77,080	10,420	-
Equipment	Feedwater pumps 93MM0006	87,500	-	87,500	-	-
Equipment	Circulating water pump 309165-1	25,000	-	25,000	-	-
Equipment	Circulating water pump 309165-3	25,000	24,845	24,845	155	-
Equipment	Steam vent silencers replacements	230,000	2,780	100,000	130,000	70,000
Equipment	Allen Bradley Controls Update	-	21,490	30,000	(30,000)	-
Boiler	Online Boiler Wash (A Boiler)	50,000	-	50,000	-	-
Boiler	B Boiler tube replacements FY2025	200,000	-	-	200,000	-
Boiler	A Boiler tube replacements FY2025	200,000	-	200,000	-	-
Boiler	A & B Boiler suspension system	300,000	-	300,000	-	-
Buildings and Grounds	WTE corrosion control program	100,000	25,000	100,000	-	175,000
Buildings and Grounds	Repaving WTE Front Parking Area	150,000	8,160	150,000	-	-
Pollution Control	Flue gas ductwork upgrade (B boiler in/outlet Expansion Joints)	32,100	44,700	44,700	(12,600)	-
Pollution Control	Flue gas ductwork upgrade (A boiler)	67,900	-	67,900	-	-
Steam Turbine Generator	Turbine Bearing Minor	200,000	-	200,000	-	-
Pollution Control	Wall scraper replacement	90,000	-	90,000	-	-
Equipment	Solids / Sludge pump	80,000	-	80,000	-	80,000
Equipment	Boiler Ventilation (H8)	-	12,970	12,970	(12,970)	-
Buildings and Grounds	Tipping hall floor	1,300,000	1,135,286	1,135,286	164,714	-
Boiler	Economizer tubes -A boiler	600,000	-	-	600,000	2,000,000
Buidings and Grounds	Ventilation ash building	550,000	-	50,000	500,000	550,000
Equipment	Compressed Air receivers					50,000
Equipment	Protection System Engineering (CMP Approval)					150,000
Equipment	Road Sweeper					275,000
Equipment	Transformers (T1, T1A)					550,000
Buidings and Grounds	Paving Refurbusiment					250,000
Equipment	Blowdown Heat Recovery Tank					100,000
Boiler	Boiler Ram Feeder					400,000
Boiler	Boiler Tile Refractory					800,000
Equipment	Tipping Hall Loader					330,000
Equipment	Flue Gas Ducts Refurbusiment					100,000
Equipment	ESP Casing Refurbishment					500,000
Buildings and Grounds	Stack Repairs (per 2022 inspection)					300,000
Equipment	Lime Slaker Replacement					150,000
Boiler	Boiler Drain Tank Repair					125,000
Buildings and Grounds	Maintenance Shop Welding Exhaust Fan					40,000
Equipment	Ash Pit Conveyor					20,000
Equipment	Steam Jet Air Ejector nozzles					45,000
	Subtotal WTE	$5,115,000	$1,659,581	$3,222,539	$1,892,461	$7,860,000

ecomaine
FY 2026 Budget - Capital Expenditures

	Title	FY 2025 Budget	FY 2025 Actual YTD thru 12/31/24	FY 2025 Forecast $	FY 2025 Forecast Favorable/ (Unfavorabl	FY 2026 Budget
Recycle - 62 Blueberry						
Equipment	Drum Feeder Fire Suppression System & Cameras (Infrared)	-	59,949	59,949	(59,949)	-
Equipment	MRF Equipment Improvements	150,000	-	50,000	100,000	-
Building	Tipping Floor Refurbish (two phases)	100,000	-	-	100,000	-
Vehicles	Fork Truck Replacement - 1					55,000
Equip	Rolloff Containers Replacements					60,000
Build	Paving					75,000
Build	Repurposing Planning					100,000
	Subtotal Recycle	$250,000	$59,949	$109,949	$140,051	$290,000
Recycle - 90 Blueberry						
Equipment	RRT MRF Equipment (Bond)	17,000,000	-	19,546,000	(2,546,000)	-
Building	RRT MRF Building Modifications (Bond)	7,000,000	-	9,000,000	(2,000,000)	-
Building	RRT MRF 62 to 90 Electric Hookup (Bond)	600,000	-	700,000	(100,000)	-
Equip	Fire Suppression System					500,000
	Subtotal Recycle - 90 Blueberry	$25,800,000	$301,906	$30,800,000	($5,000,000)	$500,000
Landfill						
Equipment	Leachate Conveyance Upgrades	-	8,896	20,896	(20,896)	-
Land	Land Westbrook Parcel	-	53,439	53,439	(53,439)	-
Landfill	Site Security Upgrades (fencing, gates, signage, cameras)	-	5,567	5,567	(5,567)	-
Landfill	Phase 1 Leachate Header Pipe	-	7,403	7,403	(7,403)	-
Landfill	GeoTech Monitoring Settlement Platforms	8,000	-	4,927	3,073	6,000
Vehicles	Med Excavator	122,000	126,692	126,692	(4,692)	-
Landfill	Design/permit Landfill 2 South & Valley Fill Exp.	75,000	-	-	75,000	100,000
Landfill	MSW Bypass Cell Improvements	75,000	5,150	25,000	50,000	20,000
Vehicles	Pickup Truck	35,000	37,024	37,024	(2,024)	-
Landfill	Phase East 2B Cell (Bond)	375,000	185,772	245,800	129,200	-
Landfill	Construction of Landfill Phase 2 East (B)	4,500,000	2,980,071	4,444,000	56,000	-
Landfill	Construction Management Phase 2 East (B)	375,000	229,537	367,522	7,478	-
Landfill	Remote Pump Station - Equipment (Bond)	1,500,000	-	2,248,000	(748,000)	-
Equipment	Pump Station Upgrades Construct 10B	500,000	45,578	45,578	454,422	-
Vehicles	Bulldozer					500,000
Landfill	Stability Evaluation of Phase 1 GZA					190,000
building	Landfill Office Improvements					10,000
	Subtotal Landfill	$7,565,000	$3,686,417	$7,633,136	($68,136)	$826,000
Transportation - Ash						
Equipment	Ash Can Covers	25,000	-	-	25,000	20,000
Equipment	Three - New Ash Cans	25,000	-	-	25,000	-
Equipment	Ash Conveyance System	25,000	-	25,000	-	-
Equipment	Two - Raised Platforms for Landfill Ash Cells Entrences	15,000	-	-	15,000	-
Equipment	High Temp Can Liner					13,500
Vehicles	Roll-Off Hook lift Truck					265,000
	Subtotal Transportation - Ash	$90,000	$ -	$25,000	$65,000	$298,500
Administration						
Hard/software	IT Upgrades (Networking Equipment, Computers, License)	14,100	-	14,100	-	-
Hard/software	1R Conference Room Side Projector	-	8,806	8,806	(8,806)	-
Hard/software	Accounting General Ledger Replacement					100,000
Hard/software	Computer Upgrades					86,150
Hard/software	Networking Upgrades					60,500
Hard/software	IT Networking Move from 62BB to 90BB					80,000
	Subtotal Administration	$14,100	$8,806	$22,906	($8,806)	$326,650
Total All Areas		$38,834,100	$5,716,659	$41,813,529	($2,979,429)	$10,101,150

ecomaine					
FY 2026 Budget - Statement of Revenues & Expenses - Major Repairs					
	FY 2025				**FY 2026**
		Actual YTD thru 12/31/24	**Forecast**		
Title	**Budget**		**$**	**Favorable/ (Unfavorabl**	**Budget**
Waste to Energy					
Fire protection sprinkler piping replacements	35,000	-	35,000	-	-
Allen Bradley controls updates	30,000	-	-	30,000	-
MACT Rule Study	100,000	10,500	100,000	-	-
ESP controls update and 3 year support	50,000	9,750	50,000	-	-
Ferrous / Non-ferrous recovery study	50,000	-	50,000	-	-
Biannual relay calibration and high voltage equiment maintenance	55,000	-	55,000	-	-
Circulating Water Pump Starters	15,000	14,724	15,724	(724)	-
Insulation repairs					200,000
North crane wire rope drum and cable block					65,000
Subtotal WTE	$335,000	$34,974	$305,724	$29,276	$265,000
Recycle - 62 Bluebery					
John Deere loader cylinder replacement	-	15,483	15,483	(15,483)	-
Fire Suppression Repair	-	-	16,000	(16,000)	-
Subtotal Recycle - 62 Bluebery	$ -	$15,483	$31,483	($31,483)	$ -
Recycle - 90 Bluebery					
Subtotal Recycling - 90 Bluebery	$ -	$ -	$ -	$ -	$ -
Transportation - Ash					
Ash Can Repairs	-	-	25,000	(25,000)	25,000
Subtotal Transportation - Ash	$ -	$ -	$25,000	($25,000)	$25,000
Landfill					
Ashfill Cell Liner Leak	20,000	-	-	20,000	16,000
Balefill 1-8 cap restore around wells/trenches	15,000	-	-	15,000	14,000
Heavy Equipment Repair					10,000
Washbay Repairs (Hotsie and Upgrades)					25,000
Subtotal Landfill	$35,000	$ -	$ -	$35,000	$65,000
Administration					
1R Painting	-	3,328	3,328	(3,328)	-
1R Cleaning	-	4,463	4,463		-
Subtotal Admin	$ -	$7,791	$7,791	($3,328)	$ -
Total All Areas	$370,000	$58,248	$369,998	$4,465	$355,000

Notes:

Notes:

ecomaine provides comprehensive, long-term solid waste solutions in a safe, environmentally responsible, economically sound manner, and is a leader in raising public awareness of sustainable waste management strategies.

Attachment C

ecomaine
Board of Directors

RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS AND NOTES OF ECOMAINE FOR CERTAIN CAPITAL PROJECTS

WHEREAS, ecomaine, a non-capital stock nonprofit corporation of the State of Maine, has constructed and operates certain solid waste disposal facilities, as well as ancillary facilities necessary or convenient in connection therewith, including, without limitation, facilities for the generation of electricity, a baler facility, a balefill, an ashfill/balefill and recycling equipment and facilities, for the purpose of processing solid waste generated by the participating member municipalities of ecomaine (each such member municipality to be known hereinafter as a "Member Municipality"), as well as other non-member users, and of generating electricity to be sold to third-party users (such solid waste disposal, recycling and resource recovery facilities, ancillary facilities and any additional facility which ecomaine may build, operate, lease or use in furtherance of its legal purposes, and all activities leading or related to acquiring, constructing, reconstructing, improving, installing, equipping, financing and operating the same, to be known hereinafter as the "System"); and

WHEREAS, pursuant to Title 13-B, Chapter 2, Title 30-A, Chapter 115, Title 10, Chapter 110, Subchapter IV and Title 38, Section 1304-B of the Maine Revised Statutes, ecomaine is authorized by that certain Eco Maine Interlocal Solid Waste Agreement dated December 1, 2005, as supplemented and amended, (the "2005 Interlocal Agreement"), by and among the Member Municipalities, as approved by the Maine Department of Environmental Protection and filed with the Clerk of each Member Municipality and the Maine Secretary of State, to issue notes, bonds, debentures or other debt obligations, including obligations the interest on which is excluded from the gross income of the holders thereof for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and to otherwise borrow such sums of money as shall be required in order to finance and refinance costs associated with the System; and

WHEREAS, pursuant to Section 5(L) of the 2005 Interlocal Agreement, Article IV, Section 13 of the By-Laws of ecomaine adopted on April 13, 2006 (the "Bylaws"), as amended, Title 13-B, Chapter 2, Title 30-A, Chapter 115, Title 10, Chapter 110, Subchapter IV and Title 38, Section 1304-B of the Maine Revised Statutes, the Board of Directors of ecomaine (the "Board") approved a resolution (the "Bond Resolution") on January 18, 2024 authorizing the issuance of bonds and notes in an aggregate principal amount not to exceed $35,500,000 (the "Previously Authorized Bonds"), for the purpose of funding the costs of the following projects and in the following principal amounts for such projects, subject to reallocation as set forth in said Bond Resolution: (a) $25,200,000 for costs of (i) the planning, design and construction of modifications, repairs and improvements to the recycling materials recovery facility located at 90 Blueberry Road (the "New MRF") to replace the existing recycling materials recovery facility located at 62 Blueberry Road (the "Existing MRF"), (ii) the installation of a new sortation system in the New MRF to increase the capacity and improve the sortation system process of ecomaine, and (iii) equipment acquisition at the New MRF; (b) $600,000 for costs associated with the connection of electrical services from the ecomaine's waste to energy facility located at 64 Blueberry Road (the "Waste to Energy Facility") to the New MRF in order to provide electrical supply for the New MRF (the "MRF Electrical Connection"); (c) $5,750,000 for costs of the planning, design and construction of (i) improvements to the Phase 2 East B landfill cell to provide approximately seven years of additional space to landfill waste and (ii) improvements to the Landfill 10B pump station to provide greater capacity to service the existing landfill and the new flows coming from the Phase 2 East B landfill cell; (d) $1,500,000 for costs of the planning, design and construction related to the replacement of the

Landfill remote (West) pump station servicing ecomaine's landfill and the Kimberly Clark landfill; (e) $1,300,000 for costs associated with resurfacing the tipping hall floor located at the Waste to Energy Facility with a high strength durable material; (f) $600,000 for costs of boiler economizer replacements at the Waste to Energy Facility; and (g) $550,000 for costs of planning, design, installation and construction of ventilation and dust control improvements at the Waste to Energy Facility (collectively referred to herein as the "Original Projects");

WHEREAS, following receipt of the original non-binding engineering estimates of the New MRF, the estimated cost for improvements of increased as follows: 1.) $30,800,000 combined total estimate for the New MRF (project a above) and the MRF Electrical Connection (project b above), and 2.) $2,248,000 total estimate for the Landfill remote (West) pump station (project d above); and

WHEREAS, the Board approved a resolution on December 19, 2024, to authorize the reallocation of the $35,500,000 aggregate principal amount of the Previously Authorized Bonds authorized under the Bond Resolution, among the Original Projects as follows:

(a) $26,364,000 for costs of (i) the planning, design and construction of modifications, repairs and improvements to the New MRF to replace the Existing MRF, (ii) the installation of a new sortation system in the New MRF to increase the capacity and improve the sortation system process of ecomaine, and (iii) equipment acquisition at the New MRF;

(b) $700,000 for costs associated with the connection of electrical services from the Waste to Energy facility to the New MRF in order to provide electrical supply for the New MRF;

(c) $5,210,000 for costs of the planning, design and construction of (i) improvements to the Phase 2 East B landfill cell to provide approximately seven years of additional space to landfill waste and (ii) improvements to the Landfill 10B pump station to provide greater capacity to service the existing landfill and the new flows coming from the Phase 2 East B landfill cell;

(d) $2,040,000 for costs of the planning, design and construction related to the replacement of the Landfill remote (West) pump station servicing ecomaine's landfill and the Kimberly Clark landfill;

(e) $1,136,000 for costs associated with resurfacing the tipping hall floor located at the Waste to Energy Facility with a high strength durable material;

(f) $0 for costs of boiler economizer replacements at the Waste to Energy Facility; and

(g) $50,000 for costs of planning, design, installation and construction of ventilation and dust control improvements at the Waste to Energy Facility.

WHEREAS, due to new investments for capital improvement projects, the Board, as the body established and authorized under the 2005 Interlocal Agreement and the Bylaws to exercise the powers exercisable by ecomaine on behalf of the Member Municipalities, now wishes to authorize one or more series of additional bonds and notes (in addition to the $35,500,000 previously authorized by the Bond Resolution) in the aggregate principal amount of $6,400,000 for the purpose of funding the costs of additional projects as outlined herein (referred to herein as the "Bonds");

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF ECOMAINE AS FOLLOWS:

Section 1. Determination. The Board hereby determines that the issuance of the Bonds and the application of the proceeds thereof as provided above will improve the System, promote the regional solid waste management program for which ecomaine was created, serve a public purpose and provide a public benefit. The Board further determines that there will at all times be revenues and funds sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable, and, in the discretion of the Board, to create and maintain reserves for such purposes, in compliance with the Code, as well as to pay the costs of maintaining and repairing the projects financed and refinanced by the Bonds.

Section 2. Bonds Authorized. Bonds are hereby authorized in an aggregate principal amount not to exceed $6,400,000 ($41,900,000 aggregate total of authorized bonds in addition to the Previously Authorized Bonds) for the following projects and in the following principal amounts for such projects, subject to reallocation as set forth herein.

(a) $2,000,000 for costs of two boiler economizer replacements at the Waste to Energy Facility;

(b) $550,000 for costs of planning, design, installation and construction of ventilation and dust control improvements at the Waste to Energy Facility

(c) $550,000 for costs of replacement of a transformer at the Waste to Energy Facility;

(d) $800,000 for costs of replacement of the boiler tile refractory at the Waste to Energy Facility;

(e) $400,000 for costs of replacement of a boiler ram feeder at the Waste to Energy Facility;

(f) $300,000 for costs of replacement of an ash extractor at the Waste to Energy Facility;

(g) $300,000 for costs of a loader at the Waste to Energy Facility;

(h) $250,000 for costs of purchasing a sweeper for the Waste to Energy Facility;

(i) $250,000 for costs of purchasing a roll-off truck for the Waste to Energy Facility;

(j) $500,000 for costs of a fire suppression system at the New MRF; and

(k) $500,000 for costs of purchasing a bulldozer for operations.

Proceeds of the Bonds may also be used to fund design, engineering, architectural, demolition excavation, manufacturing, installation, replacement, renovation and construction costs, equipment, materials, electrical costs, site improvements, the preparation of schematics, drawings, plans and specifications, the preparation of bid documents, informational materials and other preliminary materials, reports and studies, testing, insurance, construction management fees, permit fees, legal fees, capitalized interest, site improvements, costs of issuance, similar fees and costs, credit enhancement fees, if any, other financing costs, and other expenses related to the foregoing projects or their financing. Ecomaine's Executive Committee is hereby authorized to determine the scope and particulars of each of the projects. The Executive Committee may reduce or modify the scope of the projects if funds are insufficient to

complete all of the projects, and the bonding authorized hereby may be spent on the projects as so reduced or modified. The Executive Committee may reallocate the principal amounts among the projects so long as the aggregate principal amount of the Bonds authorized under this resolution is not increased. The Bonds shall be issued in the number of series deemed necessary and convenient, upon advice of counsel, by the Chair of ecomaine, or in the event of his or her absence, illness or other inability to act, the Vice-Chair or the Treasurer of ecomaine (an "Authorized Officer"). All of the Bonds shall be issued in the form of fixed-rate debt unless the issuance of variable-rate bonds for all or a portion of the Bonds is approved by a subsequent three-quarters vote of the Board.

Section 3. Authorization of Notes. Ecomaine is hereby authorized to issue and renew notes ("Notes") in anticipation of the receipt of the proceeds from the sale of the Bonds or Notes in the maximum principal amounts and for the purposes set forth in Section 2 hereof. The Authorized Officer is hereby authorized to determine the date, form, interest rate, maturities (not later than 3 years from their date of issuance), the security, and all other details of each issue of Notes, including the form and manner of their sale and award and the documents to be executed and delivered in connection with their sale and issuance, subject to the applicable provisions of the law, the ecomaine Bylaws, the 2005 Interlocal Agreement and this resolution.

Section 4. Trust Indenture. That for the purpose of issuing and securing the Bonds, a trust indenture (the "Trust Indenture"), and any one or more series or supplemental indentures supplementing and amending said Trust Indenture conforming to the requirements of the Trustee Indenture (the "Series Indentures," together with the Trust Indenture, collectively referred to herein as the "Indenture"), to be used in connection with the issuance and delivery of the Bonds are hereby approved, and the Authorized Officer is hereby authorized to execute and deliver the Indenture and all other documents and instruments necessary or convenient in connection therewith, with such changes, omissions, insertions and revisions as shall be determined advisable by the authorized person executing the same, upon advice of counsel, and the execution thereof by such Authorized Officer shall be conclusive as to such determination.

Section 5. Terms, Execution and Delivery of the Bonds. The Bonds shall be issued and delivered to the Authenticating Agent for authentication in accordance with the Indenture in the form or forms and with the terms and provisions specified for each series in the Indenture, including the total principal amount of the Bonds of each series, the maturity schedule for the Bonds of each series, the rate or rates of interest per annum to be borne by the Bonds of each series, the sinking fund installment schedule, if any, for each series and redemption provisions therefor (all as set forth in the Purchase Contract as defined in Section 6 below) and all other terms, details and provisions of the Bonds of each series, including the security therefor. The Authorized Officer is hereby authorized to execute the Bonds, and such execution of the Bonds shall be evidenced by the manual signature of such executing officer. The Secretary of ecomaine, or in the event of his or her absence, illness or other inability to act, any other Authorized Officer, is hereby authorized to attest the official seal of ecomaine, which shall be printed on the Bonds. The Bonds may be imprinted with an authorized facsimile of the official seal of ecomaine, and such seal may be attested with the manual or authorized facsimile signature of the attesting officer. The Authorized Officer is authorized to provide all supporting documentation as may be necessary or desirable to accomplish such purposes and to comply with the requirements of the Internal Revenue Code of 1986, as amended, Securities and Exchange Commission Rule 15c2-12, and in accordance with the Maine Revised Statutes and any other applicable provision of law thereto enabling. The Authorized Officer is further authorized to enter into a continuing disclosure agreement pursuant to Securities and Exchange Commission Rule 15c2-12. If the Bonds or Notes authorized by this resolution are issued on a tax-exempt basis, the Authorized Officer is authorized to bind ecomaine pursuant to such representations and covenants as it deems necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the Bonds or Notes, including covenants to pay rebates of investment

earnings to the United States in future years. The Bonds and Notes shall be special revenue obligations of ecomaine secured by the revenues of the System.

Section 6. Sale of the Bonds. The Authorized Officer is authorized to sell the Bonds or Notes by public or private sale and to determine the place for such sale of all or any part of the Bonds or Notes. The Authorized Officer is hereby authorized to execute and deliver a bond purchase agreement (the "Purchase Contract") for the sale of all or any part of the Bonds or Notes, containing such provisions as shall be deemed advisable by the Authorized Officer executing the same, and his or her execution thereof shall be conclusive as to such determination. The Purchase Contract executed and delivered by the Authorized Officer shall be final and conclusive as to the purchaser of the Bonds.

Section 7. Official Statement. In connection with the sale of all or any part of the Bonds or Notes, the Authorized Officer or the Chief Executive Officer and the Director of Finance and Administration of ecomaine, are hereby authorized to prepare, or cause the preparation of, a preliminary official statement for each separate "issue" of Bonds or Notes, and to execute and deliver an official statement in final form for each separate "issue" of Bonds or Notes (each such combination of a preliminary and a final official statement to be known collectively herein as an "Official Statement") acceptable to the Authorized Officer or the Chief Executive Officer and the Director of Finance and Administration of ecomaine executing the same. The distribution and use of any Official Statement in connection with the offering and sale of any issue of Bonds or Notes upon its execution and delivery by the Authorized Officer or Chief Executive Officer and the Director of Finance and Administration of ecomaine are hereby authorized.

Section 8. Other Actions. In addition to the exercise of the powers authorized hereinabove, the Authorized Officer, the Chief Executive Officer and the Director of Finance and Administration of ecomaine are each hereby authorized to take any action and to execute and deliver any document necessary or convenient in order to consummate the transactions contemplated by the 2005 Interlocal Agreement (as the same may be amended), any replacement interlocal agreement, the Bylaws of ecomaine, the Indenture, the Waste Handling Agreements (as defined in the Trust Indenture), any Power Contract (as defined in the Trust Indenture), the Purchase Contract, any Official Statement and the issuing, securing and delivery of the Bonds of each series, including, without limitation, (i) the execution of any investment agreement or the consummation of any arrangement providing for the investment of funds held by the Trustee or ecomaine pursuant to the Indenture, and (ii) the execution of any additional closing certificates required to be executed by ecomaine in connection with the issuance of the Bonds of a series. Ecomaine's closing certificates shall contain, among other things, the determination by officers of ecomaine of the date or dates of maturity and interest rate or rates on the Bonds in accordance with and to the extent required by Title 10, Section 1064(2) of the Maine Revised Statutes Annotated. The power to make such determinations and to provide such certification is hereby delegated to any two of the Chair, the Vice-Chair and the Treasurer of ecomaine.

Section 9. Designation of Trustee. That the Chief Executive Officer and the Director of Finance and Administration are hereby authorized to designate a bank or trust company to be trustee for the Bonds and Notes (the "Trustee"), with such rights and duties as are set forth in the Indenture.

Section 10. Appointment of Authenticating Agent, Paying Agent and Registrar. The Trustee shall serve as Authenticating Agent, Paying Agent and Registrar for the Bonds and Notes in accordance with the Indenture, with such rights and duties as are set forth in the Indenture. Principal of, redemption premium, if any, purchase price and interest on the Bonds of a series shall be payable as provided in the Indenture.

Section 11. Declaration of Official Intent. Ecomaine reasonable expects to incur expenditures in connection with the projects listed in Section 2 hereof and reasonably expects to reimburse itself from the proceeds of the Bonds and Notes. Ecomaine hereby declares its official intent within the meaning of Treasury Regulation 1.150-2 to reimburse such expenditures with proceeds of Bonds or Notes to be issued in the maximum principal amount of $6,400,000. The Authorized Officer is authorized to amend such declaration of official intent as he or she deems necessary or advisable and to bind ecomaine pursuant to such representations and covenants as he or she deems necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the Bonds or Notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 12. Tax Regulatory Agreement. That for the purpose of providing for the tax exemption of the Bonds and Notes and further setting forth information relating to the Bonds and Notes, a Tax Regulatory Agreement by ecomaine (the "Tax Regulatory Agreement"), in such form as shall be approved by the Authorized Representative, with such changes, omissions, insertions and revisions as the Authorized Representative shall deem advisable, be, and the same are, hereby approved; and the Authorized Representative is hereby authorized to execute the Tax Regulatory Agreement and the approval of the Board shall be conclusively determined from the Authorized Representative's signature thereon.

Section 13. Bond Counsel. That ecomaine hereby appoints Updike, Kelly & Spellacy, P.C., as Bond Counsel, and Jensen Baird Gardner & Henry, as Local Bond Counsel, in connection with the issuance of the Bonds and Notes, and authorizes the Authorized Representative or the Chief Executive Officer of ecomaine, in the name of ecomaine, to appoint or approve of any other consultants or professionals, including a municipal advisor and authorizes the Authorized Representative or the Chief Executive Officer of ecomaine to execute and deliver any and all documents required thereby or in connection therewith.

Section 14. Post-Issuance Compliance Policy. In furtherance of maintaining the tax-exemption on the Bonds and Notes and complying with post-issuance disclosure requirements, the Board hereby adopts the Post-Issuance Compliance Policy attached as Exhibit A hereto.

Section 15. All provisions of the October 19, 2023, January 18, 2024, and December 19, 2024 resolutions previously adopted by the Board shall remain in full force and effect unless expressly amended by this resolution.

Section 16. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution.

Section 17. This resolution shall take effect immediately upon its passage.

DATED: April 17, 2025

Attachment D-A

ecomaine

RESOLUTION RELATING TO
JOINDER OF PARTICIPATING MUNICIPALITIES

WHEREAS, the **ecomaine** Interlocal Agreement provides procedures for the addition of Participating Municipalities; and

WHEREAS, the municipalities listed on Exhibit A, which is attached hereto and incorporated herein by reference, have each expressed interest in becoming Participating Municipalities of **ecomaine**; and

WHEREAS, in order to join **ecomaine** as a Participating Municipality, a municipality must enter into and sign a Joinder Agreement, a Waste Handling and Recycling Agreement, and an Addendum to the Interlocal Agreement; and

WHEREAS, under Section 10 of the Interlocal Agreement, a three-fourths (3/4) vote of the Board of Directors is required for the admission of any new Participating Municipalities;

RESOLVED: That the CEO/General Manager, shall be authorized to take or direct the taking of any action and to execute and deliver any document necessary or convenient to accept the joinder of any of the municipalities listed in Exhibit A, including but not limited to execution of a Joinder Agreement, Waste Handling and Recycling Agreement, and addendum to Interlocal Agreement, substantially in the forms presented at this meeting, with such changes thereto deemed by the CEO/General Manager to be in the best interests of **ecomaine**.

DATED: _____, 2025

EXHIBIT A

Acton
Buxton
Cornish
Dayton
Kennebunk
Kennebunkport
North Berwick
Old Orchard Beach
Sanford
Shapleigh
South Berwick
Wells

JOINDER AGREEMENT

THIS AGREEMENT made as of the __ day of ____ 2025, by and between **ECOMAINE,** a Maine non-capital stock, nonprofit, quasi-municipal corporation ("**ecomaine**") and the **CITY/TOWN OF _____**, a municipality and body corporate existing under the laws of the State of Maine (the "Municipality").

WHEREAS, **ecomaine** is organized as a public waste disposal corporation under 38 M.R.S. § 1304-B, which allows two or more municipalities to organize pursuant to an interlocal agreement and form a nonprofit corporation for the purpose of owning and/or operating one or more waste facilities; and

WHEREAS, in accordance with Title 30-A, chapter 115, twenty-one (21) cities and towns in the State of Maine (the "Participating Municipalities") became parties to the Regional Waste Systems, Inc. ("RWS") Interlocal Solid Waste Agreement, dated November 14, 1984, as amended; and

WHEREAS, RWS merged into and became known as **ecomaine**, effective July 1, 2006, and to that end, the Participating Municipalities of **ecomaine** entered into the **ecomaine** Interlocal Solid Waste Agreement, dated as of December 1, 2005 (the "Interlocal Agreement"); and

WHEREAS, **ecomaine** owns and operates a waste-to-energy plant, a landfill/ashfill site, a baling facility, a recycling facility, a food waste recovery system, where it handles and processes solid waste and recyclable materials from its Participating Municipalities, and also offers outreach and education for Participating Municipalities; and

WHEREAS, Section 10 of the Interlocal Agreement provides for the joinder of additional municipalities as parties to the Interlocal Agreement, upon a 3/4 vote of the **ecomaine** Board of Directors; and

WHEREAS, the [City/Town] desires to join as a Participating Municipality of **ecomaine** and is willing to sign an Addendum to the Interlocal Agreement; and

WHEREAS, in accordance with the terms of the Addendum to the Interlocal Agreement, the [City/Town] will be bound by all of the terms and conditions of the Interlocal Agreement and to pay its respective obligations as a Participating Municipality of **ecomaine** under that agreement; and

WHEREAS, the City/Town is willing to enter into a Waste Handling Agreement with **ecomaine** ("WHA"); and

WHEREAS, on _____, 2025, the **ecomaine** Board of Directors authorized, by a vote of at least 3/4 of its membership, the CEO/General Manager to sign this Agreement and take any other steps necessary to have the [City/Town] join as a Participating Municipality; and

WHEREAS, on _____, 2025, the [City/Town's] governing body voted to authorize the [City/Town Manager] to take any necessary steps to join **ecomaine** as a Participating Municipality under the Interlocal Agreement, to enter into the WHA, and to negotiate and execute this Agreement; and

NOW, THEREFORE, the [City/Town] and **ecomaine** hereby agree as follows:

1. <u>Representations and Warranties of the [City/Town].</u> The [City/Town] warrants and represents to **ecomaine** each of the following:

1.1 The [City/Town] is a municipal corporation duly organized and validly existing under the laws of the State of Maine and authorized to do business under the laws of the State of Maine.

1.2 The execution and delivery of this Agreement, and all associative documents, has been duly authorized by all appropriate actions of the [City/Town] legislative body, executed and delivered by an authorized officer of the [City/Town], and constitutes the legal, valid and binding obligation of the Town enforceable upon it in accordance with its terms.

1.3 The execution, delivery and performance by the [City/Town] under this Agreement does not (i) require any further authorization, approval or consent by any governmental or public regulatory authority of the State of Maine or any subdivision or municipality thereof; or (ii) conflict with or result in the violation of the [City/Town] charter (if applicable), ordinance or any law or regulation of the State of Maine or any subdivision or municipality thereof.

2. <u>Representations and Warranties of ecomaine</u>. ecomaine warrants and represents to the [City/Town] each of the following:

2.1 **ecomaine** is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine, and has full power and authority to execute and enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

2.2 The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms.

2.3 The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or

imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

3. Joinder.

3.1 The effective date of the [City/Town's] joinder under the Interlocal Agreement shall be midnight on June 30, 2025 (the "Joinder Date"), at which time the [City/Town] will become a Participating Municipality of **ecomaine**.

3.2 The term of the WHA shall commence as of the Joinder Date. As of that date, the [City/Town] shall deliver to **ecomaine** all waste generated in the [City/Town] and under its control, as required by the terms of the WHA, and will pay **ecomaine's** invoice for the same within 30 days of the date of the invoice.

4. Purchase of Interest in Corporate Assets.

4.1 As a condition of its joinder as a Participating Municipality of **ecomaine** under the Interlocal Agreement, and subject to the other terms and conditions of this Agreement, the [City/Town] agrees to purchase, and **ecomaine** agrees to sell, a buy-in amount equal to $_____ (the "Buy-In Amount"). The Buy-In Amount shall represent a capital contribution to the corporation.

4.2 Payment of the [City/Town's] Buy-In Amount shall be in accordance with the promissory note included as Exhibit A of this Agreement, which the [City/Town] shall sign as a condition of closing. The thirty (30) installment payments of the Buy-In Amount are non-refundable in the event that the [City/Town] withdraws from **ecomaine** prior to the satisfaction of the promissory note, and payments shall still be due in the event that the [City/Town] withdraws from **ecomaine**. In addition, any default by the [City/Town] under the promissory note may result in [City/Town's] loss of status as a Participating Municipality until such default is cured; provided, however, that loss of status as a Participating Municipality shall not relieve the [City/Town] of any liabilities under Section 5 or 6 of this Agreement or under the Interlocal Agreement.

4.4 In the event that **ecomaine** dissolves under Section 12 of the Interlocal Agreement prior to the [City/Town's] full payment of the Buy-In Amount, any distribution due to the [City/Town] under that section shall be offset by the balance due with respect to the Buy-In Amount.

4.5 The [City/Town's] proportionate share for purposes of setting the [City/Town's] voting interest under the **ecomaine** By-Laws shall be set initially as of the Joinder Date, and the proportionate shares of all other Participating Municipalities shall be adjusted accordingly, in accordance with the **ecomaine** By-Laws. Following the Joinder Date, the [City/Town's] voting interest shall be recalculated at the end of each fiscal year based on a five-year rolling average of municipal solid waste delivered to the facility by the [City/Town] divided by the total municipal solid waste delivered to the facility by all Participating Municipalities.

For the avoidance of doubt, the [City/Town's] Buy-In Amount is a fixed amount and shall not be adjusted up or down during the 30-year term of repayment.

5. Current/Long-Term Indebtedness. As of the Joinder Date, the [City/Town] will become liable for its proportionate share of any outstanding current and/or long-term indebtedness of **ecomaine** incurred in FY2-24-25, and any future indebtedness of ecomaine incurred after the Joinder Date, with such proportionate share to be determined and allocated on the basis of the percentage of solid waste processed by ecomaine from [City/Town], which will be initially set as of July 1, 2025, and then adjusted over time in accordance with waste deliveries, all in accordance with the terms and conditions of the Interlocal Agreement.

6. Continuing Liabilities of the [City/Town].

6.1 Following joinder of the [City/Town], the [City/Town] shall be liable under the Interlocal Agreement for its proportionate share of liabilities incurred by **ecomaine** during the term of the [City/Town's] membership in said corporation beginning July 1, 2025 (the "Membership Period"). The liabilities for which the [City/Town] has ongoing liability include, but are not limited to: (1) closure and post-closure costs for the solid waste disposal facilities owned and operated by **ecomaine**, including the landfill, ashfill, and waste-to-energy facility; and (2) unknown costs resulting from liabilities incurred by **ecomaine** during the Membership Period including, but not limited to, liabilities related to the solid waste disposal facilities incurred prior to closure. The proportionate share to be contributed by the [City/Town] shall be determined and allocated on the basis set forth in Section 8 of the Interlocal Agreement.

6.2 In addition to the foregoing, the [City/Town] shall contribute to **ecomaine** its proportionate share toward the payment of any claims and resulting damages, at the time said damages are paid by **ecomaine** as part of a settlement reasonably consented to or judgment against **ecomaine**, that may arise during the Membership Period caused by the ownership, operation or maintenance of any **ecomaine** solid waste disposal facility, and which are not covered by insurance or other funded reserve. The proportionate share to be contributed by the [City/Town] shall be determined and allocated on the basis set forth in Section 8 of the Interlocal Agreement.

7. Closing.

7.1 Time and Place. The closing of the transaction contemplated by this Agreement shall take place remotely via exchange of documents or at such other place and time as the parties may mutually agree, but in no event later 90 days prior to June 30, 2025 (the "Closing Date").

7.2 Joint Obligations. On the Closing Date, the [City/Town] and **ecomaine** shall execute counterpart signature pages for this Agreement, the Addendum to the Interlocal Agreement, the WHA, and any other documents that may be necessary to effectuate the joinder of the [City/Town] as a Participating Municipality of **ecomaine**.

7.3 [City/Town] Obligations. On the Closing Date, the [City/Town] shall execute and deliver the Promissory Note in the form of Exhibit A attached hereto.

8. Post-Closing Obligations.

8.1 Following the closing of this transaction and on or after the Joinder Date, **ecomaine** agrees to (i) amend its Articles of Incorporation, if necessary; (ii) amend certain provisions of the **ecomaine** By-Laws that are implicated by the [City/Town's] joinder as a Participating Municipality, including without limitation Art. II, Sec. 3 and Art. V, Sec. 1(c).

9. Miscellaneous.

9.1 In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

9.2 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

9.3 This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of the State of Maine.

9.4 The paragraph headings or captions set forth herein are for convenience only and shall not be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

9.5 The [City/Town's] obligation to make the payments as described herein is unconditional and absolute, without right of setoff or abatement.

9.6 Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto.

9.7 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, the [City/Town] and **ecomaine** have entered this Agreement as of the date first written above.

WITNESS:

[CITY/TOWN OF _____]

_____ BY:_____
Its

ECOMAINE

_____ BY:_____
Its

EXHIBIT A

PROMISSORY NOTE

U.S. $_____ _____, 20___

FOR VALUE RECEIVED, the City/Town of _____, a Maine municipality ("Payor") promises to pay to _____, a Maine _____ ("Holder"), or order, without set off or deduction the principal sum of _____ Dollars ($_____), plus interest on the unpaid principal balance from the date of this Note at the rate of ZERO percent (0%) per annum shall be paid as follows:

Payor shall make thirty (30) consecutive annual installment payments of principal on this Note, each in the amount of $_____ commencing on July 1, 2025, and continuing on the same day of each subsequent year until the Maturity Date.

All payments due hereunder shall be made to the Holder at 64 Blueberry Road, Portland, ME 04102, unless another holder or address is given in writing to the parties liable herefor.

Payor reserves for itself and any party liable herefor the right to pay at any time the entire unpaid principal balance or any part thereof without penalty or premium. Any such payments shall be applied to the remainder of the unpaid principal of the debt. Any partial prepayment shall not postpone the due date of any subsequent annual installments or change the amount of such installments, unless the Holder shall otherwise agree in writing.

Payor shall pay to the Holder a late charge of one and one-half percent (1.5%) per month of and for any payment under this Note not received by the Holder within thirty (30) days after the installment is due. In addition, if any payment under this Note is not received within thirty (30) days of when due, including without limitation the payment due at the maturity date, then Payor shall be liable to Holder for the payment of a late payment fee of Six Percent (6%) of the total amount of such delinquent payment, to be assessed at the option of the Holder at any time while any balance remains outstanding hereunder.

In case of default in the payment of principal due under this Note, or in case of default in the terms or conditions of any other obligation of Payor to Holder, and if any such default is continued for a period of ten (10) consecutive days after delivery to Payor of notice in writing from the Holder specifying the nature of such default, the Holder shall have the option to declare due and payable at once the entire unpaid principal balance hereof. Delay or failure on the part of the Holder in exercising these or any other rights hereunder shall not operate as a waiver of these or any other rights under this Note or otherwise. After demand or acceleration of all amounts due and owing, acceptance by the Holder of any payment representing less than the full amount demanded or due and owing shall not constitute a waiver or relinquishment of such demand or acceleration.

Payor and all other parties liable herefor, whether principal, guarantor, endorser or otherwise, hereby severally waive demand, notice, presentment and protest and waive recourse to suretyship defenses generally, including extensions of time, releases of security, releases of rights, releases of parties or other indulgences which may be granted by the Holder to the makers or any party liable herefor, all of which actions the Holder hereof may take at its sole discretion without notice to or further assent from any of the undersigned and without affecting the liability of the undersigned hereon. Holder shall not be deemed to have waived any of its rights under this Note or otherwise unless such waiver is in writing and signed by the Holder. Holder's failure to require strict performance of the terms, covenants and agreements of this Note or any delay or omission on the part of the Holder in exercising any right, or the making of advances notwithstanding the existence of any event or condition of default, or any acceptance of partial or adequate payment or performance shall not waive, affect or diminish such right or Payor's duty of compliance and performance. A waiver on any one occasion shall not be construed as a bar to or waiver of the same or any other right on the same or any future occasion. All rights and remedies of the Holder under this Note or any other of the documents entered into between Payor and Holder shall be cumulative and may be exercised singularly or concurrently.

The undersigned agrees to pay all expenses of any nature with respect to the collection and enforcement of this Note, whether incurred in or out of court, and whether incurred before or after this Note shall become due, including but not limited to reasonable attorney's fees and costs, which the Holder may deem necessary or proper in connection with the satisfaction of the indebtedness evidenced hereby. The Holder is authorized, but not required, to pay at any time and from time to time any or all of such expenses, which expenses will then be added to the amount of indebtedness of this Note.

The word "Holder," as used herein, shall mean the payee or any endorsee of this Note in possession hereof, or the bearer hereof, if this Note is at the time payable to the bearer.

Each notice, demand, election or request provided for or permitted to be given pursuant to this Note (hereinafter in this paragraph referred to as "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery, or by sending same by overnight courier service, or by depositing same in the United States Mail postpaid either by Express Mail or registered or certified return receipt requested, or by national overnight delivery service and addressed as follows:

If to Holder:

_____

If to Payor:

_____

Each Notice shall be effective upon being personally delivered or upon being sent by national overnight courier service or upon being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least thirty (30) days prior Notice thereof, Payor or Holder shall have the right from time to time and at any time

during the term of this Note to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

This Note is entered into in connection with a business or commercial transaction. This Note shall take effect as a sealed instrument.

> **NOTICE**: Under Maine law, no promise, contract or agreement to lend money, extend credit, forebear from collection of a debt or make any other accommodation for the repayment of a debt for more than $250,000 may be enforced in court against the Holder unless the promise, contract, or agreement is in writing and signed by the Holder. Accordingly, the undersigned cannot enforce any oral promise unless it is contained in a document signed by the Holder, nor can any change, forbearance other accommodation relating to the obligations or any other loan document be enforced unless it is in writing signed by the Holder.

If any obligation or portion of this Note is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. All rights and obligations hereunder are to be governed by the laws of the State of Maine.

WITNESS:	**PAYOR:**
_____	By: _____ Print name:_____ Title:_____

EXHIBIT A

Acton
Buxton
Cornish
Dayton
Kennebunk
North Berwick
Old Orchard Beach
Sanford
Shapleigh
South Berwick
Wells

Attachment D2

JOINDER AGREEMENT

THIS AGREEMENT made as of the __ day of ____ 2025, by and between **ECOMAINE,** a Maine non-capital stock, nonprofit, quasi-municipal corporation ("**ecomaine**") and the _____, a municipality and body corporate existing under the laws of the State of Maine (the "City").

WHEREAS, **ecomaine** is organized as a public waste disposal corporation under 38 M.R.S. § 1304-B, which allows two or more municipalities to organize pursuant to an interlocal agreement and form a nonprofit corporation for the purpose of owning and/or operating one or more waste facilities; and

WHEREAS, in accordance with Title 30-A, chapter 115, twenty-one (21) cities and towns in the State of Maine (the "Participating Municipalities") became parties to the Regional Waste Systems, Inc. ("RWS") Interlocal Solid Waste Agreement, dated November 14, 1984, as amended; and

WHEREAS, RWS merged into and became known as **ecomaine**, effective July 1, 2006, and to that end, the Participating Municipalities of **ecomaine** entered into the **ecomaine** Interlocal Solid Waste Agreement, dated as of December 1, 2005 (the "Interlocal Agreement"); and

WHEREAS, **ecomaine** owns and operates a waste-to-energy plant, a landfill/ashfill site, a baling facility, a recycling facility, a food waste recovery system, where it handles and processes solid waste and recyclable materials from its Participating Municipalities, and also offers outreach and education for Participating Municipalities; and

WHEREAS, Section 10 of the Interlocal Agreement provides for the joinder of additional municipalities as parties to the Interlocal Agreement, upon a 3/4 vote of the **ecomaine** Board of Directors; and

WHEREAS, the City desires to join as a Participating Municipality of **ecomaine** and is willing to sign an Addendum to the Interlocal Agreement; and

WHEREAS, in accordance with the terms of the Addendum to the Interlocal Agreement, the City will be bound by all of the terms and conditions of the Interlocal Agreement and to pay its respective obligations as a Participating Municipality of **ecomaine** under that agreement; and

WHEREAS, the City is willing to enter into a Waste Handling Agreement with **ecomaine** ("WHA"); and

WHEREAS, on _____, 2025, the **ecomaine** Board of Directors authorized, by a vote of at least 3/4 of its membership, the CEO/General Manager to sign this Agreement and take any other steps necessary to have the City join as a Participating Municipality; and

WHEREAS, on _____, 2025, the City's governing body voted to authorize the City Manager to take any necessary steps to join **ecomaine** as a Participating Municipality under the Interlocal Agreement, to enter into the WHA, and to negotiate and execute this Agreement; and

NOW, THEREFORE, the City and **ecomaine** hereby agree as follows:

1. <u>Representations and Warranties of the City.</u> The City warrants and represents to **ecomaine** each of the following:

1.1 The City is a municipal corporation duly organized and validly existing under the laws of the State of Maine and authorized to do business under the laws of the State of Maine.

1.2 The execution and delivery of this Agreement, and all associative documents, has been duly authorized by all appropriate actions of the City's legislative body, executed and delivered by an authorized officer of the City, and constitutes the legal, valid and binding obligation of the Town enforceable upon it in accordance with its terms.

1.3 The execution, delivery and performance by the City under this Agreement does not (i) require any further authorization, approval or consent by any governmental or public regulatory authority of the State of Maine or any subdivision or municipality thereof; or (ii) conflict with or result in the violation of the City charter (if applicable), ordinance or any law or regulation of the State of Maine or any subdivision or municipality thereof.

2. <u>Representations and Warranties of ecomaine</u>. ecomaine warrants and represents to the City each of the following:

2.1 **ecomaine** is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine, and has full power and authority to execute and enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

2.2 The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms.

2.3 The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

3. Joinder.

3.1 The effective date of the City's joinder under the Interlocal Agreement shall be midnight on June 30, 2025 (the "Joinder Date"), at which time the City will become a Participating Municipality of **ecomaine**.

3.2 The term of the WHA shall commence as of the Joinder Date. As of that date, the City shall deliver to **ecomaine** all waste generated in the City and under its control, as required by the terms of the WHA, and will pay **ecomaine's** invoice for the same within 30 days of the date of the invoice.

4. Purchase of Interest in Corporate Assets.

4.1 As a condition of its joinder as a Participating Municipality of **ecomaine** under the Interlocal Agreement, and subject to the other terms and conditions of this Agreement, the City agrees to purchase, and **ecomaine** agrees to sell, a buy-in amount equal to $_____ (the "Buy-In Amount"). The Buy-In Amount shall represent a capital contribution to the corporation.

4.2 Payment of the City's Buy-In Amount shall be in accordance with the Capital Contribution Agreement included as Exhibit A of this Agreement, which the City shall sign as a condition of closing. The thirty (30) installment payments of the Buy-In Amount are non-refundable in the event that the City withdraws from **ecomaine** prior to the satisfaction of the Capital Contribution Agreement. In addition, any default by the City under the Capital Contribution Agreement may result in City's loss of status as a Participating Municipality until such default is cured; provided, however, that loss of status as a Participating Municipality shall not relieve the City of any liabilities under Section 5 or 6 of this Agreement or under the Interlocal Agreement.

4.4 In the event that **ecomaine** dissolves under Section 12 of the Interlocal Agreement prior to the City's full payment of the Buy-In Amount, any distribution due to the City under that section shall be offset by the balance due with respect to the Buy-In Amount.

4.5 The City's proportionate share for purposes of setting the City's voting interest under the **ecomaine** By-Laws shall be set initially as of the Joinder Date, and the proportionate shares of all other Participating Municipalities shall be adjusted accordingly, in accordance with the **ecomaine** By-Laws. Following the Joinder Date, the City's voting interest shall be recalculated at the end of each fiscal year based on a five-year rolling average of municipal solid waste delivered to the facility by the City divided by the total municipal solid waste delivered to the facility by all Participating Municipalities. For the avoidance of doubt, the City's Buy-In Amount is a fixed amount and shall not be adjusted up or down during the 30-year term of repayment.

4.6 **Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted for installment payments for the Buy-In Amount due under this

Section and in accordance with the Capital Contribution Agreement, the City may elect to withdraw from ecomaine in accordance with the terms of the Interlocal Agreement. The City's election to withdraw must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of this Agreement. The City's exercise of its rights under this Paragraph shall not affect the survival of any other provisions (other than the obligation to make Buy-In Payments beyond the applicable fiscal year) which survive the withdrawal from ecomaine. In the event that the [City/Town] elects to withdraw from **ecomaine,** the City shall pay to **ecomaine** an early termination fee in the amount of fifty percent (50%) of the remaining balance outlined in the Capital Contribution Agreement at the time of withdrawal.

5. Current/Long-Term Indebtedness. As of the Joinder Date, the City will become liable for its proportionate share of any outstanding current and/or long-term indebtedness of **ecomaine** incurred in FY2-24-25, and any future indebtedness of ecomaine incurred after the Joinder Date, with such proportionate share to be determined and allocated on the basis of the percentage of solid waste processed by ecomaine from City, which will be initially set as of July 1, 2025, and then adjusted over time in accordance with waste deliveries, all in accordance with the terms and conditions of the Interlocal Agreement.

6. Continuing Liabilities of the City.

6.1 Following joinder of the City, the City shall be liable under the Interlocal Agreement for its proportionate share of liabilities incurred by **ecomaine** during the term of the [City/Town's] membership in said corporation beginning July 1, 2025 (the "Membership Period"). The liabilities for which the City has ongoing liability include, but are not limited to: (1) closure and post-closure costs for the solid waste disposal facilities owned and operated by **ecomaine**, including the landfill, ashfill, and waste-to-energy facility; and (2) unknown costs resulting from liabilities incurred by **ecomaine** during the Membership Period including, but not limited to, liabilities related to the solid waste disposal facilities incurred prior to closure. The proportionate share to be contributed by the City shall be determined and allocated on the basis set forth in Section 8 of the Interlocal Agreement.

6.2 In addition to the foregoing, the City shall contribute to **ecomaine** its proportionate share toward the payment of any claims and resulting damages, at the time said damages are paid by **ecomaine** as part of a settlement reasonably consented to or judgment against **ecomaine**, that may arise during the Membership Period caused by the ownership, operation or maintenance of any **ecomaine** solid waste disposal facility, and which are not covered by insurance or other funded reserve. The proportionate share to be contributed by the City shall be determined and allocated on the basis set forth in Section 8 of the Interlocal Agreement.

7. Closing.

7.1 Time and Place. The closing of the transaction contemplated by this Agreement shall take place remotely via exchange of documents or at such other place and time

as the parties may mutually agree, but in no event later 90 days prior to June 30, 2025 (the "Closing Date").

7.2 Joint Obligations. On the Closing Date, the City and **ecomaine** shall execute counterpart signature pages for this Agreement, the Addendum to the Interlocal Agreement, the WHA, and any other documents that may be necessary to effectuate the joinder of the City as a Participating Municipality of **ecomaine**.

7.3 City Obligations. On the Closing Date, the City shall execute and deliver the Capital Contribution Agreement in the form of Exhibit A attached hereto.

8. Post-Closing Obligations.

8.1 Following the closing of this transaction and on or after the Joinder Date, **ecomaine** agrees to (i) amend its Articles of Incorporation, if necessary; (ii) amend certain provisions of the **ecomaine** By-Laws that are implicated by the [City/Town's] joinder as a Participating Municipality, including without limitation Art. II, Sec. 3 and Art. V, Sec. 1(c).

9. Miscellaneous.

9.1 In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

9.2 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

9.3 This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of the State of Maine.

9.4 The paragraph headings or captions set forth herein are for convenience only and shall not be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

9.5 The [City/Town's] obligation to make the payments as described herein is unconditional and absolute, without right of setoff or abatement.

9.6 Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto.

9.7 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, the City and **ecomaine** have entered this Agreement as of the date first written above.

WITNESS:

CITY/TOWN

_____ BY:_____
Its

ECOMAINE

_____ BY:_____
Its

EXHIBIT A
Capital Contribution Agreement

U.S. $_____ _____, 20___

FOR VALUE RECEIVED, the City/Town, a Maine municipality ("City") promises to pay to ecomaine, a Maine non-capital stock, nonprofit, quasi-municipal corporation ("ecomaine"), or order, without set off or deduction, the sum of _____ Dollars ($_____) shall be paid as follows:

City shall make thirty (30) consecutive annual installment payments, each in the amount of $_____ commencing on July 1, 2025, and continuing on the same day of each subsequent year until the conclusion of the Agreement, subject to the Terms in the Joinder Agreement between the City and ecomaine dated _____, including but not limited to the provisions in Section 4.6 of said Joinder Agreement.

All payments due hereunder shall be made to ecomaine at 64 Blueberry Road, Portland, ME 04102, unless another entity or address is given in writing to the parties liable herefor.

City reserves for itself and any party liable herefor the right to pay at any time the entire unpaid annual payments or any part thereof without penalty or premium. Any such payments shall be applied to the remainder of the unpaid annual payments. Any partial prepayment shall not postpone the due date of any subsequent annual payments or change the amount of such annual payments, unless ecomaine shall otherwise agree in writing.

City shall pay to ecomaine a late charge of one and one-half percent (1.5%) per month of and for any payment under this Capital Contribution Agreement not received by ecomaine within thirty (30) days after the installment is due. In addition, if any payment under this Capital Contribution Agreement is not received within thirty (30) days of when due then City shall be liable to ecomaine for the payment of a late payment fee of Six Percent (6%) of the total amount of such delinquent payment, to be assessed at the option of ecomaine at any time while any balance remains outstanding hereunder.

In case of default in the payment of an annual payment under this Capital Contribution Agreement, or in case of default in the terms or conditions of any other obligation of City to ecomaine, and if any such default is continued for a period of ten (10) consecutive days after delivery to City of notice in writing from ecomaine specifying the nature of such default, ecomaine shall have the option to require the early termination fee outlined in Section 4.6 of the Joinder Agreement.

ecomaine shall not be deemed to have waived any of its rights under this Capital Contribution Agreement or otherwise unless such waiver is in writing and signed by ecomaine. ecomaine's failure to require strict performance of the terms, covenants and agreements of this Capital Contribution Agreement or any delay or omission on the part of the ecomaine in exercising any right, or the making of advances notwithstanding the existence of any event or condition of

default, or any acceptance of partial or adequate payment or performance shall not waive, affect or diminish such right or City's duty of compliance and performance. A waiver on any one occasion shall not be construed as a bar to or waiver of the same or any other right on the same or any future occasion. All rights and remedies of ecomaine under this Capital Contribution Agreement or any other of the documents entered into between City and ecomaine shall be cumulative and may be exercised singularly or concurrently.

The undersigned agrees to pay all expenses of any nature with respect to the collection and enforcement of this Capital Contribution Agreement, whether incurred in or out of court, and whether incurred before or after this Capital Contribution Agreement shall become due, including but not limited to reasonable attorney's fees and costs, which ecomaine may deem necessary or proper in connection with the satisfaction of City's obligations under this Agreement. ecomaine is authorized, but not required, to pay at any time and from time to time any or all of such expenses, which expenses will then be added to the amount of the annual payments outlined in this Capital Contribution Agreement.

Each notice, demand, election or request provided for or permitted to be given pursuant to this Capital Contribution Agreement (hereinafter in this paragraph referred to as "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery, or by sending same by overnight courier service, or by depositing same in the United States Mail postpaid either by Express Mail or registered or certified return receipt requested, or by national overnight delivery service and addressed as follows:

If to ecomaine:

_____

If to City:

_____

Each Notice shall be effective upon being personally delivered or upon being sent by national overnight courier service or upon being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least thirty (30) days prior Notice thereof, City or ecomaine shall have the right from time to time and at any time during the term of this Capital Contribution Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

If any obligation or portion of this Capital Contribution Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. All rights and obligations hereunder are to be governed by the laws of the State of Maine.

WITNESS: **CITY:**

_____	By: _____ Print name:_____ Title:_____
WITNESS:	**ECOMAINE:**
_____	By: _____ Print name:_____ Title:_____

Attachment D3

Addendum to ECO Maine Interlocal Solid Waste Agreement

WHEREAS, ECO Maine, a Maine non-profit corporation ("ECO Maine"), was duly created and is existing pursuant to the provisions of Title 30-A, Chapter 115 of the Maine Revised Statutes, as amended, Title 38, Section 1304-B of the Maine Revised Statutes, as amended, and Title 13-B of the Maine Revised Statutes, for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated December 1, 2005, as amended (the "Agreement") and Articles of Incorporation and Bylaws of ECO Maine, as amended from time to time; and

WHEREAS, the Participating Municipalities of ECO Maine consist of the Cities of Portland and South Portland and the Towns of Bridgton, Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Gorham, Gray, Harrison, Hollis, Limington, Lyman, North Yarmouth, Pownal, Scarborough, Yarmouth, Waterboro and Windham; and

WHEREAS, under the Agreement, the ECO Maine Board of Directors may vote to accept additional municipalities to join ECO Maine, as Participating Municipalities under said Agreement; and

WHEREAS, the City/Town of _____ (hereinafter the "City/Town") has voted to join ECO Maine as a Participating Municipality and to execute this Addendum to the Agreement; and

WHEREAS, the ECO Maine Board of Directors has duly voted pursuant to the Agreement to accept the City/Town as a Participating Municipality under the Agreement.

NOW, THEREFORE, the undersigned ECO Maine hereby amends the Agreement to accept and admit the City/Town as a Participating Municipality of ECO Maine, and the City/Town hereby approves the Agreement and agrees to be bound by all of the terms and conditions of the Agreement and to perform and pay its respective obligations as a Participating Municipality of ECO Maine under the Agreement. This Addendum may be executed in separate counterparts.

DATED this __ day of ____, 2025.

ECO MAINE	**CITY/TOWN OF _____**
By: _____	By: _____
Its:	Its:

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

City/Town of _____:

_____

By:_____

Name:

Its:_____

Attachment D4

WASTE HANDLING AND RECYCLING AGREEMENT BETWEEN CITY/TOWN OF _____ AND ECOMAINE

This AGREEMENT, dated as of _____, 2025, is entered into by and between the **CITY/TOWN OF _____**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ECO Maine,** a Maine non-capital stock nonprofit corporation organized and existing under the laws of the State of Maine (hereinafter referred to as "**ecomaine**").

WHEREAS, the MUNICIPALITY is required by Maine law to provide disposal services for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** owns and operates a waste-to-energy plant located at 64 Blueberry Road in Portland, Maine that is licensed by the Maine Department of Environmental Protection as a solid waste disposal facility; and

WHEREAS, **ecomaine** and is willing and able to accept and handle the MUNICIPALITY's solid waste at its waste-to-energy plant upon the terms contained herein; and

WHEREAS, **ecomaine** also owns and operates a single-sort recycling facility located at 64 Blueberry Road in Portland, Maine; and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the MUNICIPALITY is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing and able to accept and process the MUNICIPALITY's recyclable materials for processing at its single-sort recycling facility;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

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ARTICLE I
DEFINITIONS

In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

"Acceptable Waste" means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the MUNICIPALITY characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than four and one-half (4½) feet in any dimension unless **ecomaine** reasonably determines that the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than four and one-half (4 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be Acceptable Waste and is explicitly excluded therefrom. Furthermore, any substances which, as of the date of this Agreement, are included as Acceptable Waste, but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be Acceptable Waste under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of Acceptable Waste because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered Acceptable Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered Unacceptable Waste or Hazardous Waste.

"*Agreement*" means this Agreement, as it may be amended from time to time.

"Bonds" means the bonds issued by **ecomaine** or another entity from time to time to finance:

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(1) All or a portion of the cost of designing, constructing and installing all or any portion of the Facility; and

(2) Such additional amounts as may be required to pay any costs of issuance of the Bonds and interest on the Bonds and to fund any reserves required to be funded from Bond proceeds; provided that the Bonds include, but are not limited to, all other bonds now outstanding or hereafter issued pursuant to a Trust Indenture to be entered by **ecomaine**, including, without limitation, bonds issued to refund in whole or in part any outstanding bonds or to finance costs of acquisition of the Facility.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday that is not a holiday as may be designated by **ecomaine**.

"Contaminant" means any material, including free flowing liquid, included within a load of Recyclable Materials that is not included in **ecomaine**'s Program List (defined below).

"Delivery Hours" means the period of time on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Facility. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so.

"Effective Date" means January __, 2025.

"Facility" means the waste-to-energy plant and the recycling facility (consisting of all ancillary buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

"Food Waste" means source-separated food scraps that are discarded from a household.

"Handle" means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

"Hauler" means any entity or person that performs solid waste services on behalf of the MUNICIPALITY, including, without limitation, the delivery of Municipal Waste or Recyclable Materials to the Site. "Hauler" shall also mean the MUNICIPALITY when the MUNICIPALITY delivers Municipal Waste or Recyclable Materials to the Facility with its own employees or agents.

"Hazardous Waste" means Waste that, by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. Hazardous Waste shall also mean Waste that is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 et seq., as amended; and (iii) any other federal, state, or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic,

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dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered Hazardous Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.

"Municipal Waste" means Acceptable Waste, excluding Recyclable Materials, which is collected by or on behalf of the MUNICIPALITY and for which Tipping Fees are paid by the MUNICIPALITY to **ecomaine** under this Agreement.

"Pit" means the storage area or areas at the Site from which Municipal Waste will be extracted for disposal or other Handling.

"Processed Waste" means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

"Processing Fee" means the per-ton fee paid by the MUNICIPALITY for the processing of Recyclable Materials by **ecomaine** at the Facility.

"Program List" means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.

"Recyclable Materials" means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

"Residue" means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessible Wastes.

"Shutdown" means a full or partial cessation of operation of the Facility.

"Single Sort Recycling Program" means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby residentially-generated materials to be recycled are not required to be sorted into categories, but this term shall not be construed to include commercially-generated recyclables or source-separated recyclables.

"Site" means, collectively, the Facility and ancillary buildings and operations located at 64 Blueberry Road, Portland, Maine.

"Solid Waste" means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

"Substitute Facility" means any properly licensed solid waste disposal facility not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to Handle any Acceptable Waste of the MUNICIPALITY during periods that Facility is not in operation.

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"Tipping Fee" means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Section 5 hereof.

"***Ton"*** means a quantity of 2,000 pounds.

"Unacceptable Waste" means that portion of Solid Waste that is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

"Waste" means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

"Weight Slip" means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations of **ecomaine**. **ecomaine** warrants and represents to the MUNICIPALITY the following:

(a) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(b) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(c) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine**'s by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

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(d) To the best of the knowledge of **ecomaine**, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against **ecomaine** by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect **ecomaine** or its financial condition.

2.2 Representations of MUNICIPALITY. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

(a) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(b) To the best of the knowledge of the MUNICIPALITY, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(c) As of the effective date of the Agreement, the MUNICIPALITY will not be a party to another waste disposal agreement (other than this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(d) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

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ARTICLE III
OPERATION OF THE SYSTEM

3.1 Waste Handling. **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

3.2 Benefits. Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Municipal Waste and Recyclable Materials delivered to the Facility by or on behalf of the MUNICIPALITY.

3.3 Residue Handling. **ecomaine** shall be obligated to Handle all Residue generated by the processing of Municipal Waste and Recyclable Materials at the Facility.

3.4 Compliance with Law. At all times during the term of this Agreement, **ecomaine** shall operate the Facility and the Site and Handle all Municipal Waste, Recyclable Materials and Residue in compliance with all federal, state and local laws and regulations applicable thereto.

3.5 Program List for Recycling. **ecomaine** shall provide the MUNICIPALITY with the Program List, which may be revised by **ecomaine** up to twice per year upon sixty (60) days' prior notice to the MUNICIPALITY.

ARTICLE IV
DELIVERY AND HANDLING OF ACCEPTABLE WASTE

4.1 Obligations of the MUNICIPALITY. The MUNICIPALITY agrees to deliver or cause to be delivered to the Site all Acceptable Waste, including all Recyclable Materials on the Program List, generated by residential households within the boundaries of the MUNICIPALITY and under the MUNICIPALITY's control. The MUNICIPALITY shall be responsible for all costs associated with collection and transportation of Acceptable Waste to the Site. For the avoidance of doubt, Acceptable Waste "under the MUNICIPALITY'S control" does not include any Municipal Waste or Recyclable Materials collected by a commercial Hauler using a dumpster service.

4.2 Obligations of **ecomaine**. **ecomaine** agrees to receive and Handle, as provided herein, all Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY, and agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.

4.3 Delivery Requirements. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles that are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours and may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste during Delivery Hours for all Business Days.

4.4 Weighing of Loads. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total tonnage of loads of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Municipal Waste or Recyclable

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Materials to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such loads. Tare weights may be utilized if agreeable to both parties. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

4.5 Estimating Tonnage. **ecomaine** shall estimate the quantity of Municipal Waste and Recyclable Materials delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, that the MUNICIPALITY, at its expense, may have such loads weighed at an alternate State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

4.6 Title. Municipal Waste that is delivered to the Site and that is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit, and Recyclable Materials shall be deposited at the recycling facility. No Municipal Waste or Recyclable Materials may be dumped outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Except as otherwise provided in this Agreement, title to and responsibility for all Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

4.7 Hazardous Waste. Neither **ecomaine** nor the MUNICIPALITY shall knowingly permit deliveries of Hazardous Waste to the Site by the MUNICIPALITY or its employees, agents, Haulers or contractors.

4.8 Unacceptable Waste. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, Haulers or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

4.9 Responsibility of the MUNICIPALITY. Until delivery to the Facility by the MUNICIPALITY or its Hauler, all Waste shall remain the property of the MUNICIPALITY and all responsibility for safe and lawful Handling of the same rests with the MUNICIPALITY.

4.10 Responsibility of **ecomaine**. Upon acceptance of Waste by **ecomaine** from the MUNICIPALITY or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the MUNICIPALITY to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the MUNICIPALITY.

4.11 Contamination of Recyclable Materials.

(a) The MUNICIPALITY shall use its best efforts to ensure that Contaminants are not included with loads of Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur an additional contamination fee as determined by **ecomaine**.

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(b) For loads of Recyclable Materials containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the MUNICIPALITY or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste delivered to the Site by the MUNICIPALITY will be at the sole expense of the MUNICIPALITY.

4.12 Alternative Disposal.

(a) In the event that no economically feasible market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for some or all of the Recyclable Materials, including without limitation disposal at a waste-to-energy plant or landfill.

(b) In the event that the Facility is temporarily shut down or is running over capacity, **ecomaine** may, in its sole discretion, bypass loads of Municipal Waste and/or Recyclable Materials to the **ecomaine** landfill in Westbrook or other location of similar distance, in which case the MUNICIPALITY'S Hauler will be instructed to deliver its load to that location.

ARTICLE V
FEES

5.1 Municipal Waste and Recyclable Materials. The MUNICIPALITY agrees to pay **ecomaine** (1) Tipping Fee for each Ton of Waste; and (2) a Tipping Fee for each Ton of Recyclable Materials delivered by the MUNICIPALITY, its employees, agents or contractors. The Tipping Fees for each Fiscal Year shall be calculated by:

(i) Calculating the "total cost of the System" of the previous Fiscal Year; and

(ii) Subtracting from the aforesaid "total cost of the System" all revenues received by **ecomaine** from the operation of the System during the previous Fiscal Year, from any source other than Tipping Fees received from Member Municipalities or any agency, instrumentality or subdivision thereof; and

(iii) Dividing the resulting amount by the number of Tons of Municipal Waste and Recyclable Materials delivered during the previous Fiscal Year, by Member Municipalities, or any agency, instrumentality or subdivision thereof for which a Tipping Fee may be charged.

5.2 Total Cost of the System. As used herein, the "total cost of the System" for any Fiscal Year shall mean all expenses associated with the System during that year and shall include, but not be limited to:

(i) The current expenses of operating, maintaining and managing the System, including transportation and other ancillary costs;

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(ii) Payments of principal, premium, interest penalties and other charges on all bonds, notes and other obligations issued by **ecomaine** including any amount owing to the issuer of a credit or liquidity facility provided in connection with said bonds, notes and other obligations as such bonds, notes and other obligations become due or upon an accelerated basis;

(iii) The creation and maintenance of such reserves sufficient to provide funds available for debt service equal to 125% of expected debt service, or as may be required by any trust agreement or resolution securing bonds, notes and other obligations of **ecomaine**, or as may be deemed necessary by **ecomaine** for any reasonable contingency;

(iv) The provision of funds for paying the cost of all necessary repairs, replacements and renewals of the System;

(v) Payment or provisions for any and all amounts that **ecomaine** may be obligated to pay or provide for by law or contract, including any resolution or contract with or for the benefit of the holders of its bonds, notes and other obligations and for the benefit of the issues of a credit or liquidity facility provided in connection with said bonds, notes and other obligations;

(vi) Any deficit or anticipated deficit for the current year's operation, including any deficit resulting from the failure of a Member Municipality or any other person or entity to pay Tipping Fees when due and owed; and

(vii) Payments in lieu of taxes to Member Municipalities where all or a portion of the System is located.

5.3 Payment of Tipping Fees. On or before July 15 of each year following the Commencement Date of Operations, **ecomaine** shall adopt a final budget for operation and maintenance of the System for the ensuing Fiscal Year which shall include an estimate of the total Tipping Fees to be paid by the MUNICIPALITY during the ensuing Fiscal Year based on the actual Tonnages delivered at the Facility by the MUNICIPALITY during the previous Fiscal Year and upon the Tipping Fee for the Fiscal Year as calculated in Section 5.1 of this Article. The MUNICIPALITY shall pay not later than the 15th day of each following month an amount of money which shall equal 1/12th of the estimated total Tipping Fees to be paid by the MUNICIPALITY during the Fiscal Year.

5.4 Adjustments. The Tipping Fee shall be adjusted during any Fiscal Year to reflect substantial and unanticipated increases in costs, decreases in revenues or changes in waste deposited at the Facility, provided that the MUNICIPALITY shall receive 30 days' prior notice of any adjustment of the Tipping Fee. Any such adjustments shall be made using the calculation method set forth in Section A of this Article, including such increases in costs, decreases in revenues, and changes in Waste deposited at the Facility. If (a) **ecomaine** gives written notice to the MUNICIPALITY either (i) that in the judgment of **ecomaine** that any liabilities or expenses (including but not limited to any amounts due on or in connection with any Bonds of **ecomaine** or under any agreement with any Credit Enhancement Provider and any amounts necessary to provide adequate reserves) cannot be paid when due, or (ii) that any such liabilities and expenses have not been paid when due; and (b) **ecomaine** has not obtained other sources of funds or

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revenues to pay such liabilities and expenses, then the Tipping Fee shall be increased by such amount as determined in accordance with Section A of this Article, including such increases in costs, decreases in revenues and changes in waste deposited at the site.

5.5 Invoices. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice detailing all Tipping Fees due under Sections 5.1 and 5.2, all Processing Fees due under Section 5.3, any contamination fees due under Section 4.11, and any other amounts due from the MUNICIPALITY for Waste and Recyclable Materials deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. The MUNICIPALITY shall pay the invoice amount within thirty (30) days of the invoice date. If the MUNICIPALITY fails to pay the invoice when due, the MUNICIPALITY shall be obligated to pay such invoiced amount together with a late charge equal to one and one-half percent (1.5%) per month on the unpaid portion of that invoice. The MUNICIPALITY shall have the right to dispute in good faith any invoiced amount by notifying **ecomaine** of such dispute within thirty (30) days of the MUNICIPALITY's receipt of the invoice. The parties agree to use good faith efforts to resolve such dispute promptly and the MUNICIPALITY shall pay **ecomaine** the amount that is determined to be due within ten (10) days of resolution of the dispute.

5.6 Full Faith and Credit. To the extent permitted by law, the MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, Processing Fees and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

ARTICLE VI
FORCE MAJEURE

6.1 Defined. Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

(a) Acts of God, hurricane, tornado, lightning, earthquake, epidemic or pandemic;

(b) Acts of war, civil insurrection or terrorism;

(c) Fire or flood not caused by the party unable to perform; or

(d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit or license, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

6.2 Notice. A party claiming the benefit of a Force Majeure under this article shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use

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commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

ARTICLE VII
DAMAGE, DESTRUCTION, CLOSURE

7.1 Closure of Facility by **ecomaine**. If the System or any substantial portion thereof is damaged or destroyed to an extent that it cannot function as contemplated by the parties, then **ecomaine** shall restore, repair and reconstruct the System to the best of its ability. If restoration, repair or reconstruction is impractical, then ECO Maine may terminate this Agreement by written notice to the MUNICIPALITY within one-hundred twenty (120) days after the date of damage or destruction, provided that whether restoration, repair or reconstruction is impractical shall be determined by **ecomaine** and further provided that this Agreement may be terminated pursuant to the terms of this Article only after the Bonds have been paid or defeased in full and any amounts owing to any Credit Enhancement Provider for the Bonds has been paid. This Agreement will terminate thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

ARTICLE VIII
TERM

8.1 Term of Agreement. This Agreement shall remain in effect as long as the **ecomaine** Interlocal Solid Waste Agreement remains in full force and effect and the MUNICIPALITY has not withdrawn from said Agreement in accordance with the provisions thereof, except that, notwithstanding any provision to the contrary, this Agreement shall remain in effect until the Bonds have been paid or defeased in full and any amounts owing to any Credit Enhancement Provider have been paid.

8.2 Continuity of Service. If **ecomaine** shall propose to continue to operate the Facility beyond the term hereof, **ecomaine** shall so advise the MUNICIPALITY, and if the MUNICIPALITY so agrees, the MUNICIPALITY shall then have the right to continue delivering Acceptable Waste to the Facility on terms no less favorable than those then accorded other Member Municipalities. The MUNICIPALITY may elect to exercise such right by providing **ecomaine** with written notice of this election on the later of the date sixty (60) days after the date on which **ecomaine** informs the MUNICIPALITY of its intent to continue to operate the Facility or one hundred eighty (180) days before the end of the term of this Agreement. However, the MUNICIPALITY shall have no right to make such election unless it is a Member Municipality as of the date the election is made. The MUNICIPALITY agrees that it shall execute all documents and take whatever other actions are necessary to effectuate such election and the failure of the MUNICIPALITY to do so by at least ten (10) days after the election is made shall void that election.

8.4 Termination. Neither **ecomaine** nor the MUNICIPALITY has the right to terminate this Agreement prior to the time provided in this Article for any reason whatsoever, including without limitation, by reason of the default, continuing or persistent default or non-performance of either party hereunder, the withdrawal of any Member Municipality from the Interlocal Agreement or the termination or dissolution of the Interlocal Agreement.

ARTICLE IX

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REMEDIES FOR NONPERFORMANCE

9.1 Material Breach. If at any time subsequent to the Commencement Date of Operations, the MUNICIPALITY delivers Acceptable Waste to the Facility which is required to be accepted by **ecomaine** pursuant to this Agreement, and **ecomaine** fails to accept such Acceptable Waste, then **ecomaine** shall be liable to pay to the MUNICIPALITY the reasonable cost which the MUNICIPALITY had to pay for disposing of the Acceptable Waste which **ecomaine** did not accept. **ecomaine** shall pay such costs within forty five (45) days of receipt of an itemized bill from the MUNICIPALITY.

9.2 Default by the MUNICIPALITY.

(a) Failure of the MUNICIPALITY to deliver or cause to be delivered to the Facility all Municipal Waste generated within the boundaries of the MUNICIPALITY and under its control, as set forth in Section 4.1, shall constitute a breach of this Agreement.

(b) Failure of the MUNICIPALITY to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the MUNICIPALITY and under its control, as set forth in Section 4.1, shall constitute a breach of this Agreement.

(c) The parties agree and acknowledge that because of the unique nature of the Facility it is difficult or impossible to determine with precision the amount of damages that would or might be incurred as a result of a failure of the MUNICIPALITY to deliver or cause to be delivered all Acceptable Waste and/or Recyclable Materials generated in the MUNICIPALITY to the Facility, except as otherwise provided in Article V of this Agreement. Accordingly, the parties agree and acknowledge that in the event of a breach under this Section, the MUNICIPALITY shall pay **ecomaine** an amount equal to the Tipping Fee or Processing Fee in effect for the period of breach times the estimated number of tons of Municipal Waste or Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of undelivered tons on a monthly basis by:

(i) Calculating the number of tons of Municipal Waste or Recyclable Materials generated in the MUNICIPALITY and delivered to the Facility in the calendar month prior to the commencement of the breach; and

(ii) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and

(iii) Subtracting from the resulting figure the number of tons of Municipal Waste or Recyclable Materials generated in the MUNICIPALITY and actually delivered to the Facility during each month in which the breach occurs.

(c) In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Municipal Waste or Recyclable Materials as the result of a breach under this Section, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

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9.3 Other Remedies. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

9.4 Waiver. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article X
Assignment/Delegation

10.1 No Assignment without Consent. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by either party without the prior written consent of the other party.

10.2 Assignment to Successor of **ecomaine**. Anything to the contrary notwithstanding, **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

10.3 Assignment for Secured Transactions.

(a) Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with providers of credit enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights under this Agreement to the trustee or other lender and/or to any credit enhancement providers as security for its debt obligations in event of default.

(b) The MUNICIPALITY consents to the assignment of this Agreement to such parties, including the trustee and any credit enhancement providers (hereinafter collectively called the "Assignee"), providing financing or credit enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

(i) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.

(ii) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all

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notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.

(iii) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the bonds, or under any agreement with any credit enhancement provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.

(iv) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.

(v) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right and obligation to operate the Site in accordance with and subject to the other terms of this Agreement. The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

ARTICLE XI
INSURANCE

11.1 Obligation to Indemnify. To the extent practicable and financially feasible as determined by **ecomaine** in its sole discretion, **ecomaine** shall obtain and maintain or cause to be obtained and maintained, with financially sound and reputable insurers, insurance with respect to the Facility, and against such liabilities, casualties, business interruptions and contingencies and of such types and in such amounts as shall be deemed by **ecomaine** to be customary in the case of municipal organizations engaged in the same or similar activities or having similar properties similarly situated.

ARTICLE XII
MISCELLANEOUS

12.1 Non-Discrimination. **ecomaine** shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

(a) In the persons served, or in the manner of service; or

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(b) In the hiring, assignment, promotion, salary determination, or other conditions of employment.

12.2 Applicable Law. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine, without regard to conflicts of law principles.

12.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.4 Amendments. No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require, the written consent of such assignee shall also be required before any amendment becomes effective.

12.5 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

12.6 Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by U.S. mail, postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102

With a copy to: Mark A. Bower, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112

If to MUNICIPALITY:

Said notice shall be deemed given upon receipt when hand delivered and three (3) business days after mailing when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Section.

12.7 Binding Effect. The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.8. Other Documents. Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to

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give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

12.9 Consents. To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

12.10 Headings. Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

12.12 Integration. This instrument embodies the whole agreement of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions or obligations with respect to such subject matter other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective duly authorized officers.

Witnesses: **ecomaine**

_____ By:_____
Name:
Its CEO/General Manager

CITY/TOWN OF _____

_____ By:_____
Name:
Its

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Attachment D-B

ecomaine
Board of Directors

RESOLUTION ON WASTE HANDLING & RECYCLING AGREEMENTS

RESOLVED: That the CEO/General Manager is hereby authorized to negotiate and execute long-term agreements with any of the municipalities listed on Exhibit A, attached hereto and incorporated herein, for the handling and disposal of municipal solid waste and recyclable materials at the **ecomaine** facility under terms and conditions deemed by the CEO/General Manager to be in the best interests of **ecomaine**, and to take all other actions necessary to contract with such municipalities. For purposes herein, "long-term" means a term of more than five (5) years but less than thirty (30) years.

DATED: _____, 2025

EXHIBIT A

Acton
Buxton
Cornish
Dayton
Kennebunk
Kennebunkport
North Berwick
Old Orchard Beach
Sanford
Shapleigh
South Berwick
Wells

Attachment D5

CONTRACT MEMBER MUNICIPALITY WASTE HANDLING AGREEMENT

This Agreement, dated as of March 31, 2025 is entered into by and between _____ , a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine,** a Maine non-capital stock nonprofit corporation .

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that

the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Agreement means this Agreement, as it may be amended from time to time.

C. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

D. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

E. Effective Date means July 1, 2025.

F. Facility means the waste-to-energy plant, landfill and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

G. **RESERVED**

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§ 1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

N. Recycle means to recover, separate, collect and reprocess Recyclable Materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.

O. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessible Wastes.

P. Shutdown means a full or partial cessation of operation of the Facility.

Q. Site means the Ecomaine facilities including the WTE facility, the transfer station the landfill or the recycling facility.

R. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

S. Substitute Facility means any facility or landfill for disposal of Solid Waste not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's Waste to substitute facilities that are not properly licensed to handle and accept such Waste.

T. Tipping Fee means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Article VI hereof.

U. Ton means a quantity of 2,000 pounds.

V. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

W. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

X. Weight Slip means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

Article II

Representations, Warranties and Covenants

A. **ecomaine** warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine**'s by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

(4) To the best of the knowledge of **ecomaine**, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against **ecomaine** by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect **ecomaine** or its financial condition.

B. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

(1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(3) As of the effective date of the Agreement, the MUNICIPALITY will not be a party to any agreement (except this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(4) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

Article III

Operation of the System

A. **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

B. **ecomaine** shall be solely responsible for and exclusively entitled to any Acceptable Waste and Recyclable Materials, and any benefits derived therefrom, delivered to the Facility by or on behalf of the MUNICIPALITY.

C. **ecomaine** shall be obligated to Handle all Residue generated by the Facility.

D. At all times during the term of this Agreement, **ecomaine** shall operate the Facility and the Site and Handle all Municipal Waste, Recyclable Materials and Residue in compliance with all federal, state and local laws and regulations applicable thereto.

Article IV

Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste generated by residential households within the boundaries of the MUNICIPALITY and under the MUNICIPALITY's control. The MUNICIPALITY shall be responsible for all costs associated with collection and transportation of Acceptable Waste to the Site.

B. **ecomaine** will Handle as provided herein all Municipal Waste delivered to the Site by or on behalf of the MUNICIPALITY.

C. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

Article V

Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours and may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such Waste. Tare weights may be utilized if agreeable to both parties. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. **ecomaine** shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at

an alternative State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

D. Waste that is delivered to the Site and which is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Except as otherwise provided in this Agreement, title to and responsibility for all Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

E. Neither **ecomaine**, nor the MUNICIPALITY shall knowingly permit deliveries by the MUNICIPALITY or its employees, agents or contractors of Hazardous Waste to the Site.

F. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

G. Until delivery to the Facility by the MUNICIPALITY or its Hauler, all Waste shall remain the property of the MUNICIPALITY and all responsibility for safe and lawful Handling of the same rests with the MUNICIPALITY.

H. Upon acceptance of Waste by **ecomaine** from the MUNICIPALITY or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the MUNICIPALITY to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the MUNICIPALITY.

I. In the event that the Facility is temporarily shut down or is running over capacity, **ecomaine** may, in its sole discretion, bypass loads of Waste to the **ecomaine** landfill in Westbrook, in which case the MUNICIPALITY'S Hauler will be instructed to deliver its load to that location. In the alternative, **ecomaine** may, in its sole discretion, bypass loads of Waste to another suitable disposal facility, in which case **ecomaine** will be responsible for transporting the bypassed Waste to that location. In the event of a bypass under this subparagraph, the Tipping Fees are the same as set forth in Article V.

Article VI

Tipping Fees

A. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site.

B. The Tipping Fee for all Municipal Waste delivered to the Site for Handling by **ecomaine**, shall be equal to the sum of $125.00 dollars per Ton from the Effective Date until June 30, 2026, at which time and annually thereafter, the sum shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in the first five-year period of the agreement. After five years, the full CPI-U, Northeast will apply, regardless of percentage.

C. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice for all Tipping Fees and any other amounts due from the MUNICIPALITY for Waste deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, Weight Slips shall be attached to the invoice for reconciliation purposes. The MUNICIPALITY shall pay undisputed amounts set forth in each such invoice on or before thirty (30) days after issuance of the invoice. If the MUNICIPALITY fails to pay any invoice when due, the MUNICIPALITY shall be obligated to pay such invoice together with a late charge equal to one and one-half percent (1.5%) per month on the unpaid portion of that invoice.

D. To the extent allowable by law, the MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

Article VII

Force Majeure

A. Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

(1) Acts of God, hurricane, tornado, lightning, earthquake, epidemic or pandemic;

(2) Acts of war, civil insurrection or terrorism;

(3) Fire or flood not caused by the party unable to perform; or

(4) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the

revocation or suspension, or failure to issue or to obtain or renew any permit or license, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

B. A party claiming the benefit of a Force Majeure under this article shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Article VIII

Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or Handle Waste or Recyclable Materials at the Facility, then **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing and obligations which by the terms of this Agreement survive such termination.

Article IX

Term of Agreement

A. This Agreement shall be effective upon the Effective Date and remain in effect for 30 years, unless sooner terminated pursuant to the terms hereof.

B. To ensure continuous service, this Agreement will be automatically renewed for successive five year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent five year term.

C. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article X

Remedies for Nonperformance

A. In the event that either party commits a material breach of any of the representations, warranties or covenants set forth in Article II, or fails to make payment of any amounts due as provided in this Agreement, which itself shall constitute a material breach, and such party fails to remedy such breach within thirty (30) days of written notice given by the non-breaching party, such non-breaching party may terminate this Agreement.

B. Unless caused by force majeure as provided in Article VII hereof, in the event that **ecomaine** fails to Handle Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

C. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

D. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article XI

Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. Anything to the contrary notwithstanding, **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Providers of Credit Enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

(1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.

(2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.

(3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.

(4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.

(5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

Article XII

Indemnification

A. To the extent permitted by law, each of **ecomaine** and the MUNICIPALITY hereby shall indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages arising from or relating to (i) injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the negligent acts or omissions or willful misconduct of the indemnifying party, including its authorized agents, contractors or employees; provided, however, that the indemnifying party shall not be liable for indemnification under this Article to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, contractors or employees, and (ii) the indemnifying party's breach of any of its warranties and representations under Article II of this Agreement.

B. The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, defenses, limitations of liability, and benefits available to it under law.

C. This Article shall survive termination of the Agreement.

Article XIII

Insurance

ecomaine shall maintain insurance sufficient to protect itself from risks associated with performance of this Agreement. Such insurance shall include the types and minimum limits set forth below:

- Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Contractual Liability, and Completed Operations Liability in an amount not less than $1,000,000 combined single limit, per occurrence, and $2,000,000 aggregate.
- Workers' Compensation: Statutory limits are required.
- Automobile Liability: In an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
- Umbrella or Excess Liability Coverage: Not less than $5,000,000 per occurrence and in the aggregate.
- Environmental Liability: Not less than $1,000,000 per claim and in the aggregate.

Article XIV
Miscellaneous

A. **ecomaine** shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

(1) In the persons served, or in the manner of service; or

(2) In the hiring, assignment, promotion, salary determination, or other conditions of employment.

B. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine, without regard to conflicts of law principles.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

D. No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

E. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

F. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**:

Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102
roche@ecomaine.org

With a copy to: Mark Bower, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112
mbower@jensenbaird.com

If to MUNICIPALITY: NAME
With a copy to:

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

G. Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

H. Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

I. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

J. This instrument embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

K. To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.

Witnesses: **ecomaine**

_____ By:_____

Its CEO/General Manager

THE TOWN/CITY OF

_____ By:_____

Its

Attachment D6

[Rev/Cost Share]

RECYCLING SERVICES AGREEMENT

AGREEMENT made this 31st day of March 2025, by and between **ECO Maine,** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, "**ecomaine**"), and the _____, located in York County, in the State of Maine (hereinafter, the "Municipality").

WHEREAS, **ecomaine** owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the "Facility"); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing to accept and handle Municipality's recyclable materials for processing at the Facility;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and the Municipality hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

    a. Agreement means this Agreement, as it may be amended from time to time.

    b. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

    c. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute

Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

d. Effective Date means July 1, 2025

e. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

f. Contaminant means any material, including free flowing liquid, that is not included in **ecomaine**'s Program List.

g. Hauler means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. "Hauler" shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.

h. Hazardous Waste means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 *et seq.*, as amended; and (iii) any other federal, state, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.

i. Processing Fee means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by **ecomaine** at the Facility.

j. Ton means a quantity of 2,000 pounds.

k. Program List means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.

l. Recyclable Materials means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location,

and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

m. Single Sort Recycling Program means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be sorted into categories.

n. Municipality means a municipality, as defined in 30-A M.R.S. § 2001, or any other governmental entity that is party to this Agreement.

o. Shutdown means a full or partial cessation of operation of the Facility.

p. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.

q. Substitute Facility means any facility not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Recyclable Materials of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's materials to substitute facilities that are not properly licensed to handle and accept such materials

r. Average Commodity Revenue (ACR) is based on the blended revenue earned or costs incurred by ecomaine from the marketing and transport of recyclable materials received through its Single Sort Recycling Program. Excluded from revenue and its respective tonnage are materials received sorted, the value and tonnage of which is not included in the single sort revenues. Additionally, the cost of residue municipal solid waste is deducted from single sort revenues received before distribution. Total ACR revenues after deduction for sorted revenues and residue are then divided by total single sort inbound tons to arrive at an average per ton ACR.

2. Delivery of Recyclable Materials.

a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.

b) **ecomaine** shall provide the Municipality with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the Municipality.

c) Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

a) The Municipality shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.

b) Until delivery to the Facility, Recyclable Materials remain the property of the Municipality and all responsibility for safe and lawful handling rests with the Municipality.

c) Upon acceptance of Recyclable Materials by **ecomaine** from the Municipality or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Municipality.

d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.

e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:

- 6-10% contaminants by volume will receive a warning.
- 11-15% contaminants by volume will incur an additional $25 per ton fee.
- 16-20% contaminants by volume will incur an additional $45 per ton fee.
- 21-25% contaminants by volume will incur an additional $55 per ton fee.
- 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.

f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.

g) In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at **ecomaine's** landfill or waste-to-energy facility**.**

4. Term of Agreement.

a) This Agreement is effective for 30 years, commencing on July 1, 2025, unless sooner terminated under the terms hereof.

b) To ensure continuous service, this Agreement will be automatically renewed for successive five year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent five year term.

5. Processing Cost and Revenue Share.

a) The Municipality shall pay **ecomaine** a Processing Fee of $130.00 per ton of Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2026, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in the first five-year period of the agreement. After five years the CIP-U, Northeast will apply, regardless of percentage.

b) **ecomaine** shall issue a revenue/cost sharing rebate/charge to the Municipality based on the year-to-date Average Commodity Revenue (ACR) per ton value and the Recyclable Tons delivered by the Municipality (except for any loads containing 10% or more contamination as those will not be eligible for any credit or rebate for the recyclable material). When ACR is above $10 per ton, the value of the rebate shall be 50% of the ACR on an inbound non-contaminated per-ton basis. When ACR is between $0 and $10 per ton, no rebate is provided. When ACR is below $0 per ton, the Municipality will be charged 100% of the negative ACR for all tons. The revenue/cost sharing rebate/charge shall be billed quarterly based on ecomaine's cumulative fiscal year calculation and shall be paid or billed within 45 days of each quarter. The calculation is based on an annual basis and quarterly installments payments/charges offset the annual amount due or owed for the cumulative fiscal year ending June 30.

Commented [GI1]: Town to review whether this sharing of revenues or costs is acceptable.

6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of the invoice date. In the event that a

credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the fiscal year. In the event that a charge is issued to the Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the fiscal year.

7. Default. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

a) Calculating the number of tons of Recyclable Materials generated in the Municipality and delivered to the Facility in the calendar month prior to the commencement of the breach; and

b) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and

c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

In the event that Town's failure to deliver all Recyclable Materials collected is attributable to a default by the Hauler, and reasonable notice explaining the circumstances of such default is provided to ecomaine, such failure shall not constitute a breach of this Agreement.

8. Force Majeure. Neither party shall be liable to the other for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;

b) Acts of war, civil insurrection or terrorism;

c) Fire or flood not caused by the party unable to perform; or

d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action

or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102
roche@ecomaine.org

With a copy to: Mark Bower, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112
mbower@jensenbaird.com

If to MUNICIPALITY: NAME

With a copy to:

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.

11. Insurance. **ecomaine** shall maintain insurance sufficient to protect itself from risks associated with performance of this Agreement. Such insurance shall include the types and minimum limits set forth below:

- Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Contractual Liability, and Completed Operations Liability in an amount not less than $1,000,000 combined single limit, per occurrence, and $2,000,000 aggregate.
- Workers' Compensation: Statutory limits are required.
- Automobile Liability: In an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
- Umbrella or Excess Liability Coverage: Not less than $5,000,000 per occurrence and in the aggregate.
- Environmental Liability: Not less than $1,000,000 per claim and in the aggregate.

Commented [DWM2]: ecomaine to provide its current coverages

12. Indemnification. To the extent permitted by law, **ecomaine** and the Municipality shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the negligent acts or omissions or willful misconduct of the indemnified party or its authorized agents, officers, contractors, and employees; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, officers, contractors or employees.

The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, defenses, limitations of liability, and benefits available to it under law.

This section shall survive termination of the Agreement.

13. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.

14. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction,

or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

15. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.

16. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The counterparts may be executed by digital or electronic signatures. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness: TOWN/CITY OF _____

_____ By: _____

Its:

Witness: **ecomaine**

_____ By: _____

Its: CEO/General Manager

Attachment A

ecomaine

With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Here's a look at what is (and isn't) recyclable at **ecomaine**:

ecomaine

DO recycle

PAPER
- All clean cardboard, paperboard, & pizza boxes (*NO FOOD*)
- Newspaper & inserts
- Magazines
- Mail & catalogs
- Paper bags
- Office paper, envelopes, & window envelopes
- Wrapping paper
- Phone books
- Books
- Paper plates (*clean*)
- Milk & juice cartons
- Drink boxes & aseptic containers
- Shredded paper (*put in clear plastic bags - this the ONE exception to our 'no plastic bags' rule!*)

PLASTIC
- Water bottles
- Milk jugs
- Detergent bottles
- All rigid containers marked #1-7 (*except Styrofoam*)

METAL
- Tin cans
- Aerosol cans (*empty*)
- Aluminum cans & foil
- Pots & pans

GLASS (all colors)
- All glass bottles & jars

All rigid containers must be EMPTY (not perfectly clean)

ecomaine RECYCLOPEDIA

This is not a complete list! Search more than 1,500 items at **ecomaine.org/101**

DON'T recycle

NO PLASTIC BAGS!

Plastic bags & wrap:
- Trash & shopping bags (*empty or full*)
- Plastic wrap or film
- Bubble wrap or mailers
- Tyvek or plastic envelopes
- Bread bags
- Potato chip & snack bags
- Sandwich baggies
- Animal food bags
- Frozen vegetable bags
- Pellet bags
- Newspaper bags
- Boat wrap or tarps

Straws & cup lids
Styrofoam (*even if it's #6!*)
Paper towels, napkins, or tissue
Needles & sharps
Large metal parts
Gas tanks (*propane, helium, oxygen, etc.*)
Wood & lumber
Pipes (*metal or plastic*)
Clothing & shoes
Bedding & pillows
Batteries:
alkaline
button-cell
rechargeable & lithium-ion
Light bulbs (*any type*)
Garden hoses
Diapers (*baby or adult*)
Food or plants (*compost these*)
Kitty litter
Knives & blades
Toys
Vinyl siding
Wax-coated paper & boxes
Rope, string, chain

ecomaine

Do not bag recyclables
No garbage

No plastic bags or film
Return to retailers
(*Check out www.plasticfilmrecycling.org*)

ecomaine's
THREE RULES OF PLASTIC RECYCLING

Plastic containers - except Styrofoam - are recyclable if they meet ALL three of these rules:

1. It must have a #1-7 recycling symbol
2. It must be rigid, or hard plastic
3. It must be a container

No batteries of any kind
No electronics

No "tanglers"
No cords, electronics, hoses, ropes, etc.

No hazardous waste
No explosives - No sharps

No clothing or linens
Use donation programs

No food or liquid
Empty all containers

Questions? Look up more than 1,500 items on **ecomaine**'s FREE Recyclopedia app!
www.ecomaine.org/101

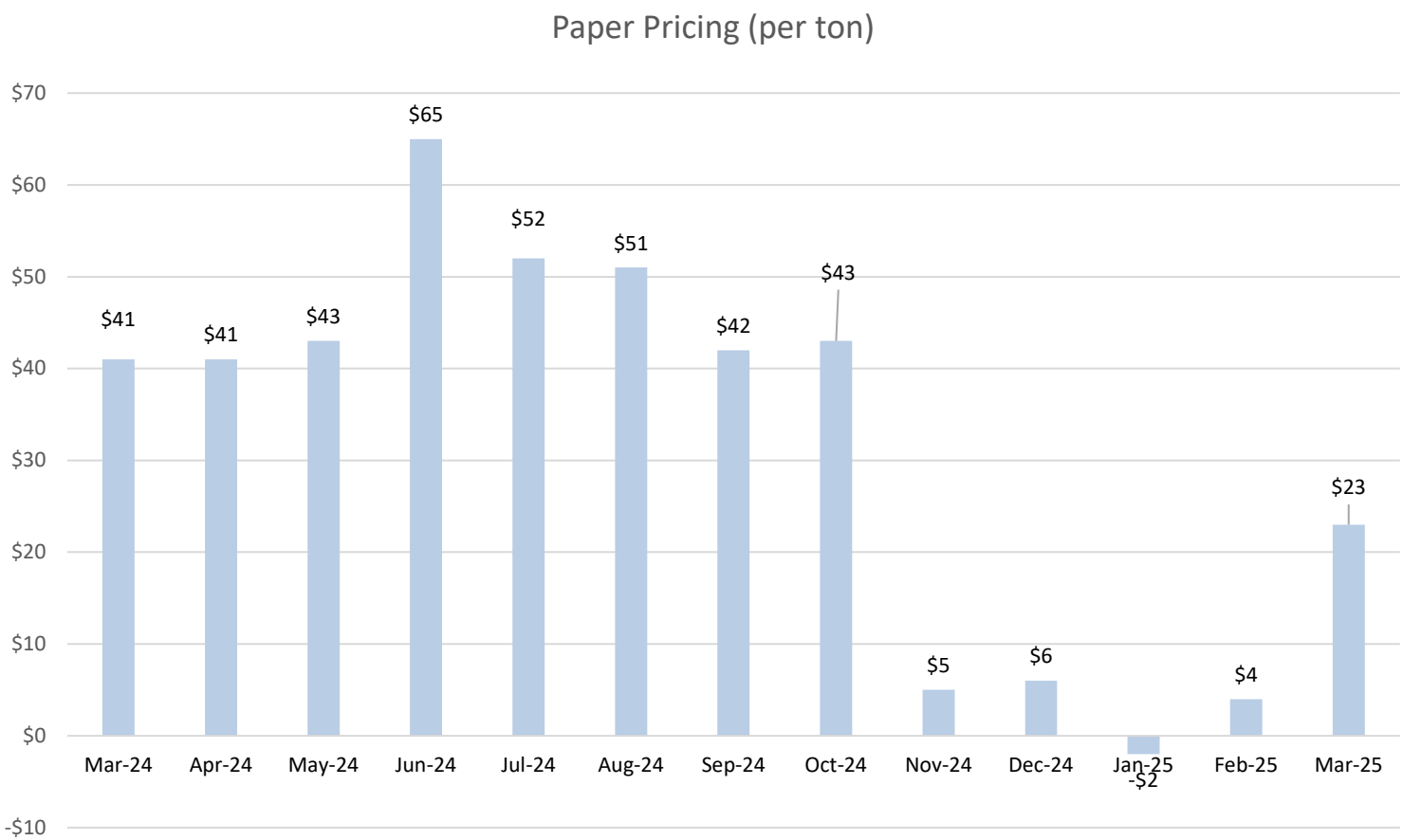
ecomaine RECYCLOPEDIA

<u>When in doubt, throw it out!</u> If it's not on the DO side, it should be considered on the DON'T side!

Updated 3/31/2023

Mixed Paper

Attachment E

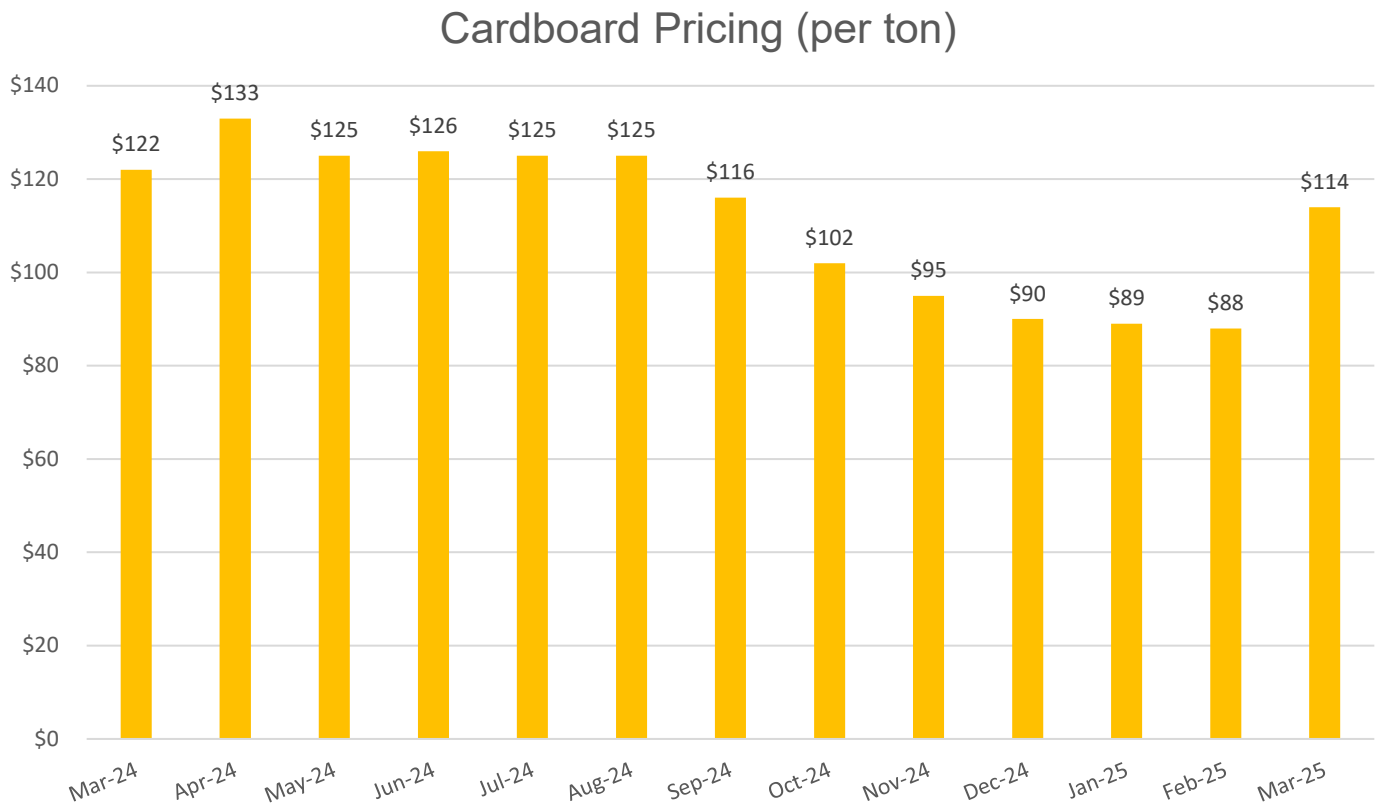


44% Decrease
(Mar'24 to Mar'25)

Markets & pricing are subject to fluctuation, due to supply & demand and transportation / shipping

All information property of ecomaine

Cardboard

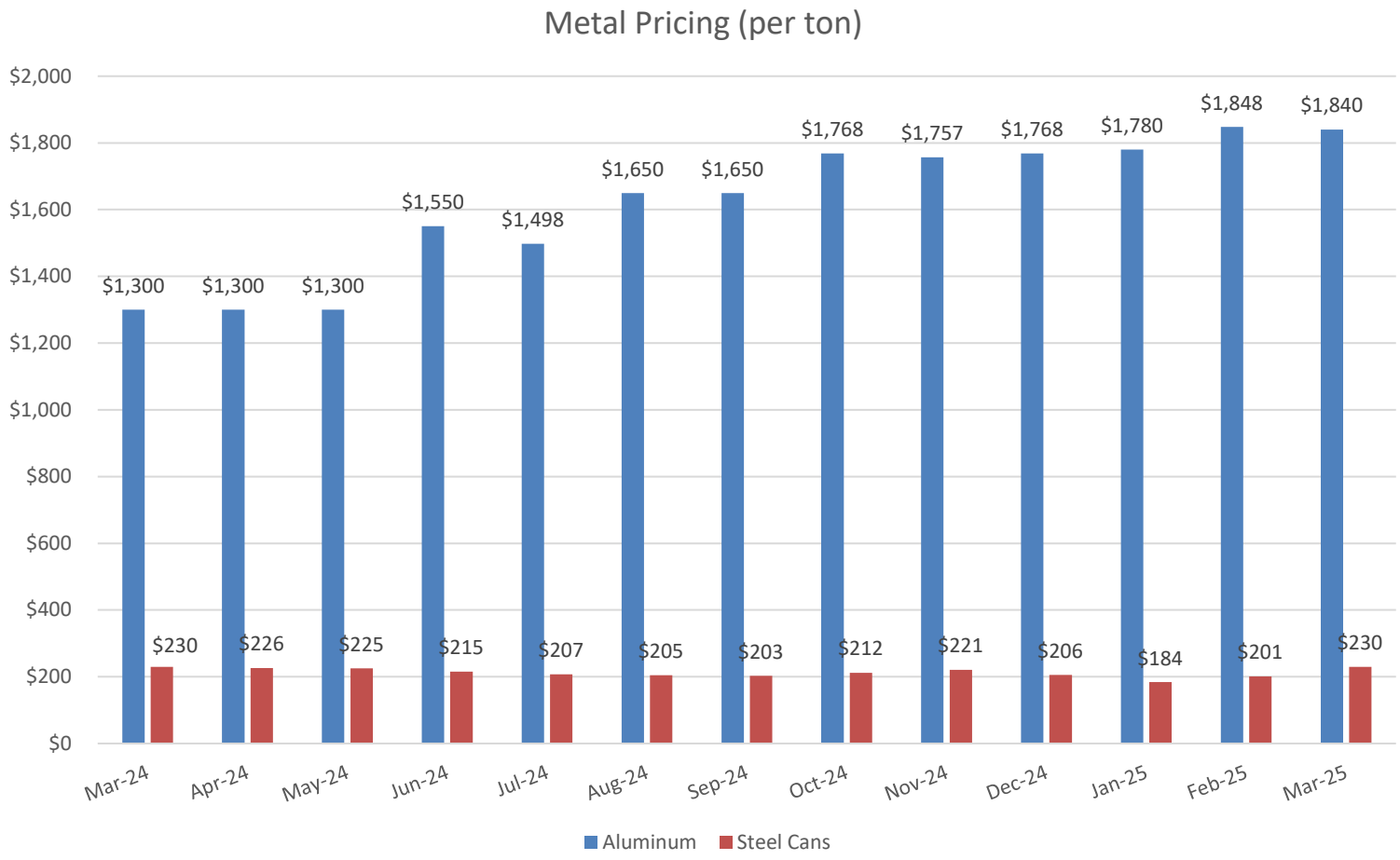


7% Decrease
(Mar'24 to Mar'25)

Markets & pricing are subject to fluctuation, due to supply & demand and transportation / shipping

All information property of ecomaine

Metal



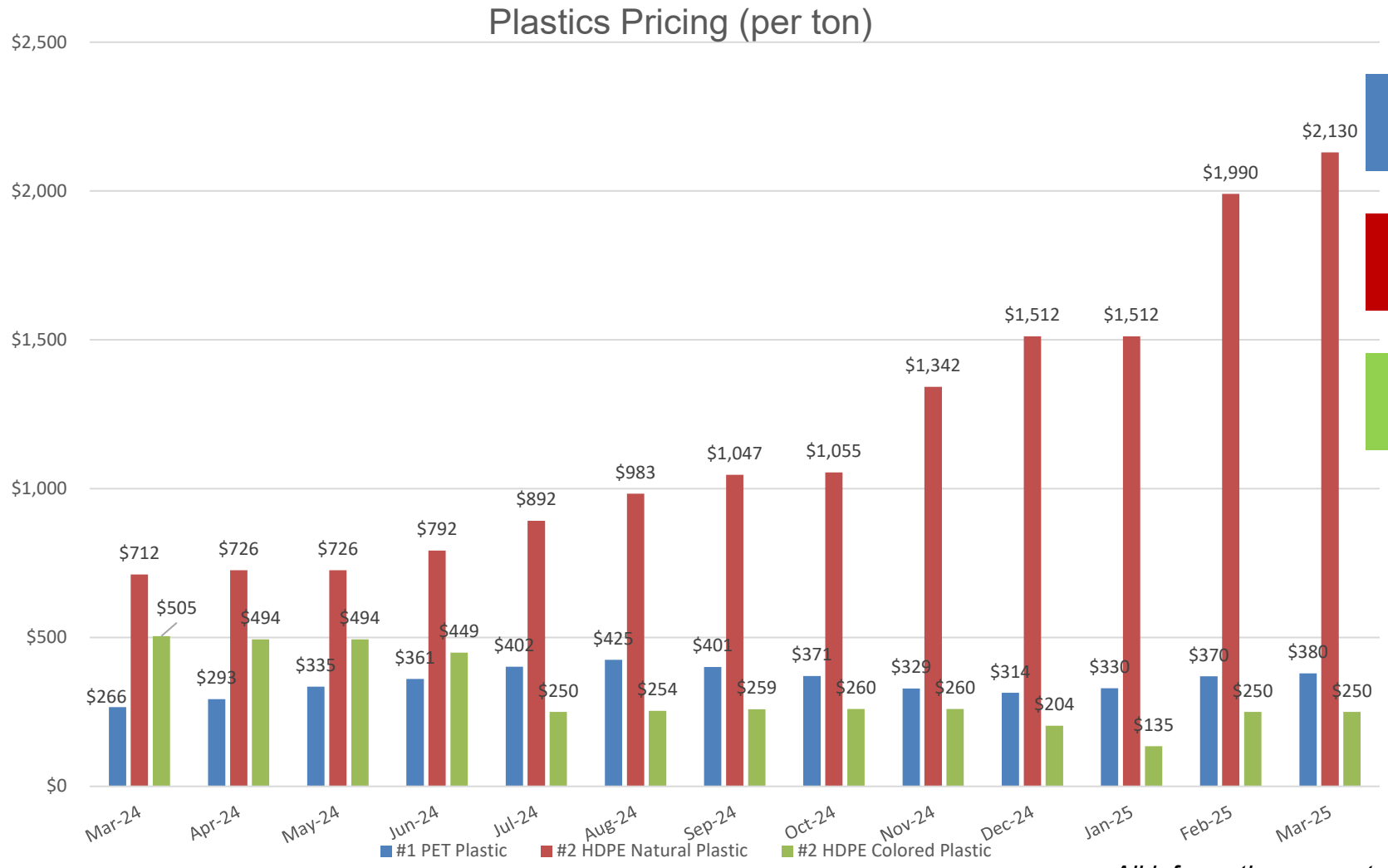
42% increase
(Mar '24 to Mar '25)

0% Balanced
(Mar'24 to Mar'25)

Markets & pricing are subject to fluctuation, due to supply & demand and transportation / shipping

All information property of ecomaine

Plastics



43% Increase
(Mar'24 to Mar'25)

199% Increase
(Mar'24 to Mar'25)

50% Decrease
(Mar'24 to Mar'25)

Markets & pricing are subject to fluctuation, due to supply & demand and transportation / shipping

All information property of ecomaine