

Memorandum

**DATE:** September 18, 2025  
**TO:** Chairman and Members of the Board  
**FROM:** Kevin H. Roche, CEO/General Manager  
**SUBJECT:** **Agenda for the Board of Directors Meeting**

There is an **ecomaine** Board of Directors Meeting scheduled for **Thursday, September 25, 2025 @ 4PM**. The meeting will be held at **ecomaine**. The agenda for this meeting is as follows:

1. Approval of the Minutes of June 18, 2025 (*Attachment A*)
2. Finance & Audit Committee Report – Matthew Sturgis, Chair
3. Resolution Authorizing the Use of Reserves for Debt Service Reserve Fund (*Attachment B1*)  
Resolution Authorizing Amendment to the Cash Reserve & Investment Policy (*Attachment B2*)
4. By-Laws
  - Review & Approval of the Executive Committee Districts and Amendments to the By-Laws (*Attachments C*)
5. Ratification of Union Agreement (*Attachment D*)
6. Outreach & Recycling Committee Report – Caleb Hemphill, Chair
7. Manager’s Report:
  - Update – Recycling Facility (MRF)
  - Update – Recycling Markets (*Attachment E*)

Finance Report – FY 25 – (Year-End)

  - Financial Summary (*Attachments F1*)
  - Tonnage Summary (*Attachments F2*)
  - Statistical Data (*Attachments F3*)
  - Statement of Revenue & Expenses (*Attachments F4*)
  - Statement of Cash Balances (*Attachments F5*)
  - Summary Analysis of All Tons (*Attachments F6*)
  - Electrical Generation (*Attachments F7*)

Finance Report – FY 26 – (Year to Date):

  - Financial Summary (*Attachments G1*)
  - Tonnage Summary (*Attachments G2*)
  - Statistical Data (*Attachments G3*)
  - Statement of Revenue & Expenses (*Attachments G4*)
  - Statement of Cash Balances (*Attachments G5*)
  - Summary Analysis of All Tons (*Attachments G6*)
  - Electrical Generation (*Attachments G7*)
8. Other Business:

**Future Committee Meetings:**

Finance & Audit Committee	10-16-2025 @ 3pm
Full Board of Directors	10-16-2025 @ 4pm
Outreach & Recycling Committee	11-06-2025 @ 4pm
Executive Committee	11-20-2025 @ 4pm
Executive Committee	12-18-2025 @ 4pm
Finance & Audit Committee	01-15-2026 @ 3pm
Full Board of Directors	01-15-2026 @ 4pm
Outreach & Recycling Committee	02-12-2026 @ 3pm
Executive Committee	02-12-2026 @ 4pm
Full Board of Directors	03-19-2026 @ 4pm
Finance & Audit Budge Review	03-26-2026 @ 4pm
Outreach & Recycling Committee	04-09-2026 @ 4pm
Full Board of Directors	04-16-2026 @ 4pm
Finance & Audit Committee	05-21-2026 @ 3pm
Executive Committee	05-21-2026 @ 4pm
Outreach & Recycling Committee	05-28-2026 @ 4pm
Annual Board of Directors Meeting	06-18-2026 @ 11am

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](http://janus.state.me.us/legis/statutes/1/title1ch13sec0.html))

9/19/2025



**Memorandum**

**Attachment A**

**DATE:** June 30, 2025

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

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

**SUBJECT:** **Annual Board of Directors Meeting Minutes – June 18, 2025**

There was an **ecomaine** Annual Board of Directors Meeting held on the date noted above at Halo at the Point (Thompson's Point Facility), Portland Maine.

**Welcome & Remarks: Kevin Roche, CEO**

Kevin Roche began his opening remarks by acknowledging our board of directors, community members, guest speakers, **ecomaine** staff and the eight new owner communities to ecomaine.

Kevin reflected on ecomaine focus of sustainability and growth and embraced the work toward the opening of a new recycling facility. He briefly discussed the States' efforts towards improving recycling and the implementation of EPR (Extended Producer Program) to encourage producers to make smarter decisions about packaging.

In final, Kevin summarized and acknowledged the contributions of staff and the work of our board of directors.

**Business Meeting:**

Kevin introduced Erik Street, Chair of the Board of Directors, and presented him with a gift for his years of service on the **ecomaine** Board and as Chair.

Erik Street thanked everyone who attended the Annual Meeting and called the business meeting to order.

He thanked the board, staff, and leadership for their dedication in shaping the future of waste management in Maine.

**Committee Reports:**

**Outreach & Recycling Committee Report and eco-Excellence Awards – Caleb Hemphill, Chair**

Caleb Hemphill reported on the highlights of the Outreach & Recycling Committee for FY 25, which included the following:

Caleb Hemphill recognized the eco-Excellence Award Winners; they were as follows:

- Waste & Recycling Diversion Grant that helped Maine Schools support recycling efforts.

- Multi Family Recycling Initiative has taken off with our team in place making direct contacts with the communities.
- Outreach education with Mariners, Maine Celtics, and Sea Dogs, spreading the word on waste reduction and recycling.
- Outreach and Recycling Education has reached 94,000 people this year.

He noted in addition to the accomplishments; this year we are proud to recognize six champions of sustainability through the 2025 eco-Excellence Awards.

In final, would like to thank the Outreach & Recycling Committee for their service and look forward to working together another year.

### **Finance & Audit Committee Report – Michae Foley, Chair**

Michael Foley reported that the committee was highly active in FY 25 and reported out the following highlights of the year:

- Our Auditor provided ecomaine with a clean unmodified audit for FY 24.
- The committee reviewed and recommended to the Full Board approval of FY 26 Budget.
- The committee reviewed and recommended to the Full Board of Directors approval of the bond resolution for FY 26 projects, totaling \$6.4 million.
- Reported that ecomaine expects to finish the current fiscal year favorable to budget. This will get us off to a good start for next fiscal year.

Thank you to the Finance & Audit Committee for their commitment to the work of the committee and the continued growth of ecomaine.

### **Nominating Committee, Linda Boudreau, Chair**

Linda Boudreau reported that the Nominating Committee met on May 15, 2025, and discussed nominations for FY 26 Officers and Committees. The committee is recommending the following slate of officers:

- Anne Bilodeau, Chair
- Michael Foley, Vice Chair
- Matthew Sturgis, Treasurer & Chair of the Finance & Audit Committee
- Robert Burns, Secretary
- Caleb Hemphill, Chair of the Outreach & Recycling Committee

Linda thanked the Nominating Committee Members, Matthew Frank, Troy Moon & Rod Regier for their participation on the committee.

### **Approval of Officer & Committee Appointments and Approval of the Minutes**

Erik Street, Chair asked if there were any nominations from the floor. There were no nominations from the floor, he called for a motion to approve the following items:

- Slate of Officers & Committees
- Minutes of the Full Board of Directors Meeting – April 17, 2025

Linda Boudrea motioned to approve the Slate of Officers & Committees brought forward and Approval of the Minutes April 17, 2025, of the Board of Directors. Caleb Hemphil seconded the motion. All in favor.

Approval of Change in Registered Agents (Jensen Baird) for the State of Maine Change from Mark Bower, Esq. To Anna P. Clark Esq. (Jensen Biard)

Linda Boudrea motioned to approve the Change in Registered Agents as presented to motion was seconded by Matthew Sturgis. All in favor.

**Closing Remarks: Erik Street, Chairperson of the Board of Directors**

In closing, Erik noted that he has served on the board since 2012 and reflected on the accomplishments that have been made over the years and looks forward to seeing the future growth of ecomaine and our ecomaine communities.

**Keynote Address – Chris Hawn – CEO Machinex**

Chris Hawn provided presentation Machinex and Innovation in the State of the Industry. He provided insight into their role in the development of our New MRF Facility.

Meeting adjourned.

**Present:**

Dennis Abbott, Lisa Belanger, Carrye Castleman-Ross, Anne Bilodeau, Linda Boudreau, Bob Burns, Linda Cohen, Terry Deering, Michael Foley, Dave Durrell, Matthew Frank, Caleb Hemphil, Doug Howard, Steve Kelley, Troy Moon, Mike Murray, Rod Regier, Erik Street, Amber Swett, Tim Thompson, Tony Ward, Sophia Wilson & Rob Wood.

**Guest Speaker:**

Chris Hawn, CEO - Machinex

**Owner  
Communities**

Bridgton  
Buxton  
Cape Elizabeth  
Casco  
Cumberland  
Falmouth  
Freeport  
Gorham  
Gray  
Harrison  
Hollis  
Kennebunk  
Limington  
Lyman  
North Berwick  
North Yarmouth  
Portland  
Pownal  
Sanford  
Scarborough  
Shapleigh  
South Berwick  
South Portland  
Waterboro  
Windham  
Yamouth

**Contract  
Community  
Members**

Andover  
Appleton  
Augusta  
Baldwin  
Brownfield  
Brunswick  
Chebeague Island  
Comish  
Denmark  
Eliot  
Fayette  
Frye Island  
Fryeburg  
Greenland, NH  
Hiram  
Kennebunkport  
Lamoine  
Liberty  
Limerick  
Livermore Falls  
Monmouth  
Mt. Vernon  
Newington, NH  
Naples  
Old Orchard Beach  
Otisfield  
Owl's Head  
Parsonsfield  
Porter  
Readfield  
Rockland  
Saco  
Somerville  
South Thomaston  
Standish  
Swanville  
Thomaston  
Topsham  
Vinalhaven  
Washington  
Wayne  
Westbrook  
Woolwich

September 25, 2025

**RESOLUTION AUTHORIZING THE USE OF RESERVES FOR DEBT SERVICE  
RESERVE FUND**

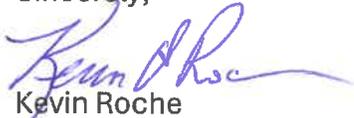
Dear Board of Directors:

The attached Resolution is proposed for your review and approval.

The Board of Directors approved \$41.9 million in bond financing for capital projects at the Waste-To-Energy facility, the Landfill and the new Recycling Facility and directed ecomaine to proceed with the necessary arrangements to make this happen. The Underwriter has required us to put aside 10% of our reserves into a Debt Service Reserve Fund (DSRF) for security. Our Cash Reserve and Investment Policy requires Board approval to establish this fund. This authorization will allow us to transfer cash and/or investments in the approximate amount of \$4,190,000 at the closing of the issuance of the Bonds.

Please let me know if you have any questions.

Sincerely,



Kevin Roche

**ecomaine**

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[www.ecomaine.org](http://www.ecomaine.org)

**ecomaine**  
Board of Directors

**RESOLUTION AUTHORIZING THE USE OF RESERVES FOR DEBT SERVICE**  
**RESERVE FUND**

WHEREAS, the Board of Directors of ecomaine (the “Board”) has authorized one or more series of bonds and notes in the aggregate principal amount not to exceed \$41,900,000 (referred to herein as the “Bonds”) for the purpose of funding the costs of certain capital projects;

WHEREAS, the Bonds shall be special revenue obligations of ecomaine secured by the revenues of the system (“System Revenues”);

WHEREAS, ecomaine has established and funded certain reserve accounts in accordance with its adopted cash reserve and investment policy (“Policy”);

WHEREAS, the Policy requires Board approval prior to the use of funds from a reserve account in a manner not originally intended; and

WHEREAS, it has been determined that the Bonds shall be secured by a debt service reserve fund (“DSRF”) to be established in connection with the sale, issuance and delivery of the Bonds and that in order to fund such DSRF, monies contained in any of its reserve accounts (the “Reserves”) be transferred and deposited into the DSRF at closing;

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

Section 1. Ecomaine is hereby authorized to transfer cash and/or investments from one or more Reserves in the approximate aggregate amount of \$4,190,000, after the liquidation of any investments contained in such Reserves as necessary, to the DSRF at the closing of the issuance of the Bonds. The DSRF shall be pledged as security for the Bonds and shall be available to pay amounts due in respect of the Bonds to the extent that System Revenues are insufficient to make such payments. The Chief Executive Officer of ecomaine is hereby directed to take such actions as necessary to fund the DSRF in accordance with the provisions of this resolution.

Section 2. The terms of this resolution shall govern in case of any conflict with the terms of the Policy.

Section 3. This resolution shall take effect immediately upon its passage.

DATED: September 25, 2025

**Owner  
Communities**

Bridgton  
Buxton  
Cape Elizabeth  
Casco  
Cumberland  
Falmouth  
Freeport  
Gorham  
Gray  
Harrison  
Hollis  
Kennebunk  
Limington  
Lyman  
North Berwick  
North Yarmouth  
Portland  
Pownal  
Sanford  
Scarborough  
Shapleigh  
South Berwick  
South Portland  
Waterboro  
Windham  
Yarmouth

**Contract  
Community  
Members**

Andover  
Appleton  
Augusta  
Baldwin  
Brownfield  
Brunswick  
Chebeague Island  
Comish  
Denmark  
Eliot  
Fayette  
Frye Island  
Fryeburg  
Greenland, NH  
Hiram  
Kennebunkport  
Lamoine  
Liberty  
Limerick  
Livermore Falls  
Monmouth  
Mt. Vernon  
Newington, NH  
Naples  
Old Orchard Beach  
Otisfield  
Owl's Head  
Parsonsfield  
Porter  
Readfield  
Rockland  
Saco  
Somerville  
South Thomaston  
Standish  
Swanville  
Thomaston  
Topsham  
Vinalhaven  
Washington  
Wayne  
Westbrook  
Woolwich

September 25, 2025

**RESOLUTION AUTHORIZING AMENDMENT TO THE CASH RESERVE &  
INVESTMENT POLICY**

Dear Board of Directors:

The attached Resolution is proposed for your review and approval.

The ecomaine Cash Reserve & Investment Policy limits two Reserve Accounts, the Long Term Capital Reserve and the Discretionary Landfill Closure / Post Closure Reserves to hold no less than 50% nor more than 80% in equities without consent of the ecomaine board. By establishing the Debt Service Reserve Fund (DSRF) required by the Underwriter for our Bond financing, each account may exceed the 80% maximum. In order to maintain our investment portfolio in its current position, as recommended by our portfolio manager, HM Payson, we are proposing to recognize the aggregate value of the accounts in equities, including the Debt Service Reserve Fund and not limit it to "each account" as currently stated in the Policy. The policy requires two separate readings for approval.

Please contact Wei Huang or myself if you have any questions.

Sincerely,



Kevin Roche

**ecomaine**

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[www.ecomaine.org](http://www.ecomaine.org)

**ecomaine**  
Board of Directors

**RESOLUTION AUTHORIZING AMENDMENT TO THE CASH RESERVE &  
INVESTMENT POLICY**

WHEREAS, the Board of Directors of ecomaine (the “Board”) adopted a Cash Reserve and Investment Policy by vote taken on October 17, 2019 (the “Policy”);

WHEREAS, the Policy requires that ecomaine’s Long Term Capital Reserve and Discretionary Landfill Closure / Post Closure Reserve accounts hold no less than 50% nor more than 80% of each account’s value in equities without consent of the Board;

WHEREAS, in connection with the issuance of bonds and notes in the aggregate principal amount not to exceed \$41,900,000 (the “Bonds”), as previously authorized by the Board, the Board has authorized the transfer of cash and/or investments from one or more of ecomaine’s existing reserve accounts to fund a debt service reserve fund (the “DSRF”) to secure the payment of the debt service on the Bonds;

WHEREAS, ecomaine anticipates the need to adjust the requirements of the Policy that limit the percentage of equities to be held in each reserve account in order to fund the DSRF; and

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

Section 1. The “Authorized Securities and Transactions for Investments Favoring Reduced Liquidity, and Greater Returns” Section of the Policy is hereby revised as follows:

The Long Term Capital Reserve and the Discretionary Landfill Closure / Post Closure Reserves are to hold no less than 50% nor more than 80% of the aggregate value of the Long Term Capital Reserve, the Discretionary Landfill Closure / Post Closure Reserves, and any Debt Service Reserve Fund accounts that have been or will be established by the Board pursuant to this policy in equities without consent of the ecomaine board. Such consent shall not be given until it has been read on two separate days by the **ecomaine** Board prior to voting. To the extent the Reserve Funds listed in this paragraph are managed by a financial institution or investment advisor pursuant to Section 5706(4), “Equities” shall include, but not be limited to, individual equities, equity mutual funds, bond mutual funds, or other investments that 1) may risk loss of principal, and 2) are subject to Maine law and the Prudent Investor Rule. No single fixed income security will comprise more than 10% of the total value of each of the reserves, unless fully backed by the federal government or its agencies and instrumentalities.

Section 2. The Chief Executive Officer of ecomaine is hereby directed to take such actions as necessary to implement the Policy in accordance with the provisions of this resolution.

Section 3. The terms of this resolution shall govern in case of any conflict with the terms of the Policy.

Section 4. This resolution requires two readings prior to adoption and shall take effect immediately upon its passage following second reading.

DATED: October 16, 2025

## CASH RESERVE & INVESTMENT POLICY

### RESERVES

As part of strengthening **ecomaine's** financial position, we will establish and fund the reserves outlined below with the knowledge that general economic conditions and other **ecomaine** needs may impact on the timing of the funding of these reserves. There may also be conditions that arise requiring the **ecomaine** board to authorize the use of a reserve in a manner not originally intended for unanticipated financial issues. Therefore, with Board approval, funds from a reserve (with the exception of the Required Landfill Closure / Post Closure Reserve) could be used to cover other areas.

#### **FAVORABLE CASH FLOW**

**Objective:** To provide financial relief to owner communities when the financial position of **ecomaine** permits it.

#### **OPERATING CASH RESERVE**

**Objective:** To provide routine operating cash and financial security for extraordinary events that could cause a significant decrease in operating revenues or increase in operating expenses. These would be used to fund operations until any necessary adjustments can be made to provide sufficient cash flow to maintain operations.

**Goal:** We will build and maintain a balance of six months of cash operating expenses.

#### **SHORT TERM CAPITAL RESERVE**

**Objective:** To reserve funds for routine capital projects in the event of unanticipated circumstances.

**Goal:** We will establish a reserve equal to approximately 12 months of short term capital spending.

#### **LONG TERM CAPITAL RESERVE**

**Objective:** To reserve funds for new capital projects which have not been provided for in the annual capital plan. New capital projects are large projects in which the necessity and timing is not known at the present time. These could be projects to upgrade the current facilities or add additional capacity or functionality. It is our intent to fund these projects with internal cash flow to the extent possible but economic conditions and necessity may dictate that we issue some long term debt.

**Goal:** We will establish a reserve equal to the greater of \$3 million or the next year's long term capital spending.

## **DISCRETIONARY LANDFILL CLOSURE / POST CLOSURE RESERVE**

**Objective:** To fund from internal cash flow a discretionary amount periodically for the landfill closure and post closure care costs during the remaining useful life of the landfill. Regulation, technology and other factors will impact the cost and life but as of June 30, 2015, this liability is estimated to be \$22.4 million in today's dollars and it is expected that the landfill will need to be closed in steps with final closing in 2044 and continued maintenance for 30 years thereafter.

**Goal:** We will establish a reserve that will fully fund this liability by the time the landfill is closed.

## **REQUIRED LANDFILL CLOSURE / POST CLOSURE RESERVE**

**Objective:** To provide funding for a Landfill Closure / Post Closure Reserve account as required by section 8 of the Interlocal Solid Waste Agreement dated December 1, 2005.

**Goal:** We will immediately establish a reserve for \$300,000 to meet the terms of this agreement.

## **INCOME EARNED**

Income earned on reserve accounts shall accrue to the respective reserve account.

## **RECORD KEEPING**

These funded reserves may be maintained in separate accounts at financial institutions or may simply be reported separately in the **ecomaine** financial statements whatever is most efficient for **ecomaine**.

## **PERIODIC REVIEW**

Five year cash flow projections and reserve funding requirements will be reviewed annually with the **ecomaine** board.

## **INVESTMENTS**

### **SCOPE**

This policy shall apply to the investment management of all **ecomaine** cash accounts including demand deposits and any reserve funds that are established under this policy. At all times, investments will be managed in accordance with Title 30-A, Sections 5706 through 5719 of the Maine Revised Statutes (see attached) and any revisions to these Statutes will become part of this policy immediately upon being enacted. Board responsibilities as identified in this policy may be delegated to the appropriate committee or staff member.

### **OBJECTIVES**

The principal investment objectives for **ecomaine** are:

- **Safety** – to avoid unreasonable risk while preserving both the capital and the purchasing power of that capital. It is understood that no investment is totally free of risk, and occasional measured losses are inevitable in a diversified portfolio. Risk may include the quality of the investment, the qualifications of the institutions and advisors we deal with, the diversification of the portfolio, the movement of interest rates, inflation and the general state of the economy.
- **Liquidity** – to maintain sufficient liquidity to meet all operating requirements as may reasonably be anticipated by structuring the portfolio with investments that mature as the need for cash occurs.
- **Returns** – to generate a long-term rate of return in the portfolios that is commensurate with the appropriate blended benchmark returns that coincide with the asset allocation for each portfolio over an economic cycle, taking into account risk and liquidity needs.

Each of these factors will be weighted depending on the objective and goal for each reserve account.

### **PRUDENCE & RESPONSIBILITIES**

The standard of prudence to be used for managing our investments shall be Title 30-A, Section 5718 of the Maine Revised Statutes which, in general, states that investments shall be made with the judgment and care that persons of prudence, discretion and intelligence, under circumstances then prevailing, exercise in the management of their own affairs, not for speculation but for investment, considering safety, income and maintenance of liquidity.

Authorized **ecomaine** employees acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion.

### **ETHICS AND CONFLICTS OF INTEREST**

**ecomaine** personnel involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair or create the appearance of an impairment of their ability to make impartial investment decisions. These individuals shall disclose to **ecomaine** any material financial interests they have in financial institutions that conduct business with **ecomaine** and they shall subordinate their personal investment transactions to those of **ecomaine**.

### **DELEGATION OF AUTHORITY & INTERNAL CONTROLS**

Under the Maine Revised Statutes and the **ecomaine** bylaws, responsibility for the investment of **ecomaine** funds covered by this Policy resides with **ecomaine**. Staff will assist the Board in developing policies and procedures and will implement these policies and procedures after approval by the **ecomaine** board. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

Staff will develop written procedures designed to prevent losses of **ecomaine** funds arising from fraud, employee error, and misrepresentation by third parties, or imprudent actions by **ecomaine** employees. Proper documentation for all investment transactions shall be prepared and maintained for an appropriate amount of time.

Staff may engage the support services of outside professionals in regard to its investment program, so long as it can be demonstrated that these services are advantageous or that they provide necessary financial protection of **ecomaine's** financial resources.

### **SELECTION OF ADVISORS**

At least every five years, the Board, or a designated committee will consider issuing an RFP seeking investment services for **ecomaine** pursuant to 30-A M.R.S.A. § 5706(4). Services are to consist of advice, the safekeeping of the funds, collection of interest and dividends, and any other fiscal service that is normally covered in an advisory agreement. Other than Demand Deposit amounts (see below) all **ecomaine** investment activities as addressed in this Policy are to be provided by the selected firm. The Board will approve this selected firm.

All Advisors who desire to become qualified for **ecomaine** investment management must meet all requirements set forth in Section 5706(4) and supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of FINRA (Financial Industry Regulatory Authority) certification (not applicable to certificate of deposit counterparties)
- Proof of registration to buy and sell securities in the State of Maine
- Certification of having read understood and agreed to comply with **ecomaine's** Cash Reserve and Investment Policy.
- Evidence of adequate insurance coverage (FDIC, SIPC, or other appropriate collateral)

When selecting Advisors, consideration will be given to local or regional firms as long as they meet the standards set forth in this policy. The selection of Advisors will be on the basis of their expertise in institutional cash management and their ability to provide services for **ecomaine** along with their fee structure.

Once selected the firm shall be required to resubmit the above on an annual basis and **ecomaine** may review the financial condition and registration annually for the selected firm.

### **AUTHORIZED SECURITIES AND TRANSACTIONS FOR ALL INVESTMENTS FAVORING LOWER RISK AND HIGHER LIQUIDITY**

Monies to be invested under this investment philosophy (of lower risk and higher liquidity) include any cash in excess of the reserves as defined above, 100% of the Operating Reserve, 100% of the Short Term Capital Reserve, 100% of the Required Landfill Closure / Post Closure Reserve, and any Fixed Income Investments associated with the remaining reserves (see below).

As noted above the investment philosophy for these funds favors lower risk and higher liquidity. The need for the funds will be "near term" and the asset allocation in the portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the anticipated cash flow needs. Income received from these funds is to be re-invested in these reserves. The investment of these funds will be in the types of securities and transactions listed below and all are to be guaranteed by the Federal Government or one of its agencies backed by the Federal Government.

1. Demand Accounts & Time Certificates of Deposit: To be provided by institutions insured by the Federal Deposit Insurance Corporation (FDIC), The National Credit Union Share Insurance Fund (NCUSIF), or the successors to these federal agencies. If the amount deposited exceeds the insurable levels the excess must be collateralized by securities authorized by the Federal Home Loan Bank (FHLB). Time Certificates of Deposit will have maturities not exceeding three years.
2. U.S. Treasury Obligations: Treasury Bills, Treasury Notes and Treasury Bonds with maturities not exceeding three years from the date of trade settlement.
3. Federal Instrumentality Securities: Debentures, discount notes and callable securities, with maturities not exceeding three years from the date of trade settlement, issued by the following only: Federal Home Loan Banks (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Banks (FFCB), Federal Home Loan Mortgage Corporation (FHLMC) and Student Loan Marketing Association (SLMA).
4. Money Market Mutual Funds: registered under the Investment Company Act of 1940 which (1) are “no-load” (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of \$1.00; (3) limit assets of the fund to U.S. Treasury Obligations, Federal Instrumentality or Agency Securities or repurchase agreements collateralized by such securities; and (4) have a maximum stated maturity and weighted average maturity in accordance with Federal Securities Regulation 2a-7.

It is the intent of the **ecomaine** board that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be preapproved by the Board.

**ecomaine** investment performance will be reviewed periodically by management with the Board. Fixed income investments will be compared to the appropriate bond index (e.g. Barclays Aggregate, Barclays U.S. Treasury, etc.) based upon bond maturity length. The goal of the fund will be to maintain over a normal market cycle (5 years) an annual rate of return on a comparable aforementioned index portfolio.

#### **AUTHORIZED SECURITIES AND TRANSACTIONS FOR INVESTMENTS FAVORING REDUCED LIQUIDITY, AND GREATER RETURNS.**

As detailed in this policy, **ecomaine** maintains reserves for Long Term Capital needs and for the funding of the Discretionary Landfill Closure / Post Closure Reserve. A portion of these “longer term funds”, due to their nature, are invested under a longer-term investment perspective to include a conservative and balanced portfolio of equity and fixed income investments. There is less interest in liquidity and more interest in returns with safety as the primary focus. Income received from these funds is to be re-invested in these reserves.

The Long Term Capital Reserve and the Discretionary Landfill Closure / Post Closure Reserves are to hold no less than 50% nor more than 80% of each-the aggregate value of the Long Term Capital Reserve, the Discretionary Landfill Closure / Post Closure Reserves, and any Debt Service Reserve Fund accounts that have been or will be established by the Board pursuant to this policy value in equities without consent of the **ecomaine** board. Such consent shall not be given until it has been read on two separate days by the **ecomaine** Board prior to voting. To the extent the Reserve Funds listed in this paragraph are managed by a financial institution or investment advisor pursuant to Section 5706(4), “Equities” shall include, but not be limited to,

individual equities, equity mutual funds, bond mutual funds, or other investments that 1) may risk loss of principal, and 2) are subject to Maine law and the Prudent Investor Rule. No single fixed income security will comprise more than 10% of the total value of each of the reserves, unless fully backed by the federal government or its agencies and instrumentalities.

The balance of each of these reserves (non equity portion) will be in investments as described under **AUTHORIZED SECURITIES AND TRANSACTIONS FOR ALL INVESTMENTS FAVORING LOWER RISK AND HIGHER LIQUIDITY.**

All reserve funds must be invested in accordance with 30-A M.R.S.A. §§ 5706-5719 or managed by a qualified financial institution or investment advisor pursuant to Section 5706(4).

**ecomaine** investment performance will be reviewed periodically by management with the Board. Equity investments are to be measured against the asset class bench mark (e.g. S&P 500 Index, Russell Midcap Index, MSCI Emerging Markets Index, etc.). The goal of the fund will be to maintain over a normal market cycle (5 years) an annual rate of return on a comparable aforementioned index portfolio.

#### **POLICY REVISIONS**

This policy shall be reviewed periodically by the Board and may be amended as conditions warrant.

**Owner  
Communities**

Bridgton  
Buxton  
Cape Elizabeth  
Casco  
Cumberland  
Falmouth  
Freeport  
Gorham  
Gray  
Harrison  
Hollis  
Kennebunk  
Limington  
Lyman  
North Berwick  
North Yarmouth  
Portland  
Pownal  
Sanford  
Scarborough  
Shapleigh  
South Berwick  
South Portland  
Waterboro  
Windham  
Yarmouth

September 25, 2025

**Proposed Amendments to the By-Laws**

Dear Board of Directors:

Information provided below represents the proposed amendments to the By-Laws (*Attachment C*). Significant changes include the following:

- Add the new owner communities of Buxton, Kennebunk, North Berwick, South Berwick, Sanford and Shapleigh.
- For the Executive Committee, an increase to 8 districts (based on population) with 9 members chosen by the District Board Members.

District 1 – Bridgton, Casco, Freeport, Gray, Harrison & Shapleigh  
District 2 – Hollis, Limington, Lyman, Pownal, Waterboro & Buxton  
District 3 – Gorham & Windham  
District 4 – Cumberland, Falmouth, North Yarmouth & Yarmouth  
District 5 – North Berwick, Sanford & South Berwick  
District 6 – South Portland & Cape Elizabeth  
District 7 – Scarborough & Kennebunk  
District 8 – Portland  
District 8 – Portland

- Remove language associated with the ecomaine land owned in Gorham (ecomaine no longer owns that land).

**Contract  
Community  
Members**

Andover  
Appleton  
Augusta  
Baldwin  
Brownfield  
Brunswick  
Chebeague Island  
Cornish  
Denmark  
Eliot  
Fayette  
Frye Island  
Fryeburg  
Greenland, NH  
Hiram  
Kennebunkport  
Lamoine  
Liberty  
Limerick  
Livermore Falls  
Monmouth  
Mt. Vernon  
Newington, NH  
Naples  
Old Orchard Beach  
Otisfield  
Owl's Head  
Parsonsfield  
Porter  
Readfield  
Rockland  
Saco  
Somerville  
South Thomaston  
Standish  
Swanville  
Thomaston  
Topsham  
Vinalhaven  
Washington  
Wayne  
Westbrook  
Woolwich

Please let me know if you have any questions.

Sincerely,



Kevin Roche



Telephone: 207-773-1738

[roche@ecomaine.org](mailto:roche@ecomaine.org)

[www.ecomaine.org](http://www.ecomaine.org)

District 1 - Current	Population by Municipality
Bridgton	5723
Casco	3697
Gray	8361
Harrison	2574
<b>Total</b>	<b>20355</b>

District 2 - Current	Population by Municipality
Hollis	4968
Limington	4130
Lyman	4651
Waterboro	8041
<b>Total</b>	<b>21790</b>

District 3 - Current	Population by Municipality
Gorham	18401
Windham	18770
<b>Total</b>	<b>37171</b>

District 1 Proposed	Population by Municipality
Bridgton	5723
Casco	3697
Freeport	8772
Gray	8361
Harrison	2574
Shapleigh	3035
<b>Total</b>	<b>32162</b>

District 2 Proposed	Population by Municipality
Hollis	4968
Limington	4130
Lyman	4651
Pownal	1574
Waterboro	8041
Buxton	8451
<b>Total</b>	<b>31815</b>

District 3 Proposed	Population by Municipality
No change	

District 4 - Current	Population by Municipality
Cumberland	8912
Freeport	8772
North Yarmouth	4379
Pownal	1574
Yarmouth	8983
<b>Total</b>	<b>32620</b>

District 5 - Current	Population by Municipality
Falmouth	12881
Cape Elizabeth	9602
<b>Total</b>	<b>22483</b>

District 6 - New/Proposed	Population by Municipality
South Portland	26871
Cape Elizabeth	9602
<b>Total</b>	<b>36473</b>

District 4 Proposed	Population by Municipality
Cumberland	8912
Falmouth	12881
North Yarmouth	4379
Yarmouth	8983
<b>Total</b>	<b>35155</b>

District 5 Proposed	Population by Municipality
North Berwick	5076
Sanford	22251
South Berwick	7915
<b>Total</b>	<b>35242</b>

District 7 New/Proposed	Population by Municipality
Scarborough	22361
Kennebunk	12013
<b>Total</b>	<b>34374</b>

District 8 New/Proposed	Population by Municipality
Portland	69104

Note: Portland, Scarborough & South Portland were not previously designated as a District.

**APPROVED BOD – 01-18-2018**

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## **BY-LAWS**

### **OF**

### **ecomaine**

#### **ARTICLE I**

##### **Name, Principal Office, Corporate Seal**

Section 1. **Name**. The name of the Corporation shall be ECO Maine (hereinafter referred to as the “Corporation”). The Corporation ~~will~~ **may** do business in the name of “**ecomaine**.”

Section 2. **Principal Office**. The location and principal office of the Corporation shall be in the City of Portland, State of Maine, but the Corporation may also maintain other offices in such places, either within or without the State of Maine, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 3. **Registered Office**. The registered office of the Corporation in the State of Maine may be (but need not be) the same as the principal office.

~~Section 4. **Seal**. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the word “Maine.”~~

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#### **ARTICLE II**

##### **Definitions**

Section 1. ~~**Contract Associate Member Municipalities**. “**Contract Associate Member Municipalities**” means **Municipalities means** such municipalities which may become party to an **Contract Associate Member Waste Handling and or/Recycling Agreements**, ~~and be accepted by the Board of Directors as an Associate Contract~~ Member Municipality. Any municipality shall cease to be an **Contract Associate** Member Municipality upon the date of termination of its **Contract Associate** Member Waste Handling Agreement.~~

Section 2. **Board**. “Board” refers to the Corporation’s Board of Directors.

Section 3. **Interlocal Agreement**. “Interlocal Agreement” means the ECO Maine

Interlocal Solid Waste Agreement, by and between 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, Windham, Waterboro, ~~and~~ Yarmouth, Buxton, Kennebunk, North Berwick, South Berwick, Sanford and Shapleigh ~~dated as of December 1, 2005, as supplemented by an Addendum dated April 13, 2006, and by an Addendum dated June 30, 2006, and as further amended or supplemented by addendum from time to time.~~

Section 4. Participating Member Municipalities. “Participating Member Municipalities” means any municipalities which are or may later become a party to the Interlocal Agreement and be accepted by the Board of Directors as a Participating Member Municipality. Any municipality shall cease to be a Participating Member Municipality upon the effective date of its withdrawal from the Interlocal Agreement.

**ARTICLE III**  
Members

The Corporation shall have no members and shall be a non-membership Corporation.

**ARTICLE IV**  
Board of Directors

Section 1. Number and Qualifications. The business and affairs of the Corporation shall be managed by a Board of Directors elected in accordance with the procedures set forth in the Bylaws of the Corporation.

Section 2. Term of Office. Each Director shall serve for a term of three (3) years or until his or her successor is appointed and qualified. Directors shall be appointed prior to the annual meeting of the Board.

Section 3. Election of Directors. Each Participating Member Municipality shall appoint a minimum of one (1) Director to represent and vote the Voting Interest held by such Participating Member Municipality. In addition, a Participating Member Municipality whose Voting Interest is greater than five percent (5%) may appoint an additional Director for each

increment of five percent (5%) or portion thereof, provided that the Voting Interest of such Municipality shall be allocated among the Directors representing such Municipality in such proportions as specified by the Municipal Officers of such Municipality, provided, however, in the event that a Participating Member Municipality is represented by more than one Director, unless otherwise provided by the Municipal Officers of such Municipality, the Voting Interest of such Municipality shall be divided equally between and voted by the Directors representing such Municipality who are actually present at such meeting.

The Municipal Officers of each Participating Member Municipality shall have the right to appoint an alternate Director or Directors who may vote the interest of the Participating Member Municipality on the Board in the absence of its appointed representative(s) to the Board.

Section 4. Vacancies. A vacancy in the Board may occur by the following means: death, resignation, or forfeiture. A member of the Board shall forfeit his/her membership if at any time during his/her term he/she lacks any qualifications of membership prescribed by these By-Laws. If he/she fails to attend at least one-half of the meetings of the Board subsequent to the preceding annual meeting of the Board, or if he/she fails to attend two (2) consecutive meetings of the Board without having provided at least one (1) day's prior notice of such absence to the Chairman, Secretary or Chief Executive Officer, the Participating Member Municipality from which the member was appointed shall be so notified by the Chair.

Section 5. Filling of Vacancies. If a vacancy in the membership of the Board should occur, his/her successor shall be elected in accordance with the procedure set forth in Section 3.

Section 6. Powers and Functions. The Board shall be the policy making body of the Corporation, and may exercise on behalf of the Corporation those powers and functions which are necessary or convenient to the accomplishment of the purposes stated in the Interlocal Agreement. Its functions and duties shall include:

- (a) election of officers;
- (b) adoption of the annual budget;
- (c) adoption and amendment of these By-laws;
- (d) election of members and alternate members of the Executive Committee;

- (e) election of members and alternate members of the Finance Committee;
- (f) election of members and alternate members of the Audit Committee;
- (g) election of members and alternate members of the Recycling and Outreach Committee;
- (h) employment and termination of employment of the Chief Executive Officer.

Section 7. Annual Meeting. The Board shall meet annually at a time and place to be determined by the Chair, notice thereof being given to each Director at least five (5) days prior to the meeting. Elections of officers shall be held at the annual meeting.

Section 8. Other Meetings. Special meetings of the Board may be held at any time and place upon call by or at the request of the Chair, by a majority vote of the Executive Committee, by call of the Incorporator in the case of the first meeting of the Directors, or by request of Directors representing twenty-five per cent (25%) of the total Voting Interests of the Corporation, notice thereof being given to each Director at least five (5) days prior to the meeting.

Section 9. Notice. Notice of a meeting may be given by the Chair, Secretary, Chief Executive Officer or by any one (1) of the Directors, and shall be given by written notice ~~sent by delivered personally or sent by mail or~~ e-mail to each Director at his or her ~~physical address or~~ e-mail address as shown by the records of the Corporation. ~~If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If e-mailed, S~~uch notice shall be deemed to be delivered when the e-mail is delivered to the common carrier or Internet service provider.

Section 10. Voting Interest. Each Participating Member Municipality shall have a Voting Interest expressed as a percentage. The Voting Interest of each Participating Member Municipality shall be rounded off to the nearest hundredth of a per cent, and the Voting Interests of all Participating Member Municipalities shall total one hundred percent (100%). The Voting Interest for each Participating Member Municipality shall be calculated at the end of each fiscal year based on a five-year rolling average of Municipal Solid Waste (excluding Recyclable Waste) delivered to the facility by the Participating Member Municipality or its agent and processed by **ecomaine**.

Section 11. Alternates. The Board may appoint one or more alternate members of the Executive Committee, Finance Committee and Audit Committee and any other committee that is created, and may specify their order of preference, provided that alternate members of the Executive Committee may be designated only from among members of the Board. Each such alternate member may attend all meetings of the committee, but shall be without vote unless one or more of the regularly designated members of such committee fails to attend a meeting. In the absence of one or more of the regular members of the committee, such alternate member or members may be counted toward a quorum and may vote as though they were regular members of the committee. In the event that there are more alternate committee members present than there are absent regular committee members, the alternate members shall have the right to vote in the order of preference specified by the Directors in designating them or, if no order of preference was specified, in the order of their appointment or their listing in a single appointment.

Section 12. Voting. A simple majority, determined by the Voting Interests of Directors, shall constitute a quorum, and, except as otherwise provided in these By-Laws, action of the Board shall be by the majority of Voting Interests cast by those Directors present and voting at any duly called meeting. Except as otherwise provided in these By-Laws, each Director shall be entitled to vote the Voting Interest of the Participating Member Municipality represented by such Director or Directors.

Section 13. Restriction on Certain Expenditures. Action of the Board to approve making, financing or refinancing of any expenditure, the cost of which in the opinion of the Board is too great to be met from annual revenues, shall be by a vote of three-fourths (3/4) of the total Voting Interests of the Directors. Notice of any meeting called for the purpose of determining whether to incur the cost of such an expenditure and acting thereon shall be given to each Director at least thirty (30) days prior to the meeting.

Section 14. Rules and Regulations. The Board may adopt rules and regulations not inconsistent with these By-Laws. Except as otherwise provided in these By-Laws or in such rules and regulations, all business at meetings of the Board shall be conducted in accordance with Robert's Rules of Order.

**ARTICLE V**  
Executive Committee

Section 1. Composition and Eligibility.

- (a) There shall be an Executive Committee consisting of the following nine (9) Directors (“Municipal Directors”): ~~two (2) members from Portland, one (1) member from South Portland, one (1) member from Scarborough and One (1) member from each of the five (5) eight (8) Executive Committee Districts selected by the Directors representing the Participating Municipalities of such Districts, except that Portland will have 2 members.~~ In addition, the Committee shall include the Chair, Vice-Chair, Secretary and Treasurer of the Corporation (the “Officers”); provided that, in the event an Officer(s) is not included among the Municipal Directors, the membership of the Committee shall be increased accordingly; ~~and further provided that whenever the Committee votes on any action which directly affects property owned by the Corporation and located in Gorham, and the Director representing Gorham is not a member of the Committee, the membership of the Committee will be increased to add one (1) member from Gorham solely for the purpose of participating in such vote;~~ and further provided that the immediate past Chair, if a member of the Board, shall be a member of the Committee, ~~without vote.~~ In the event that the Directors representing the Participating Municipalities of any Executive Committee District are unable to agree on the selection of a Director to serve as the District’s member on the Committee, the Chair will select a Director to be appointed by the Board to serve as such District’s member on the Committee.
- (b) The representatives to the Executive Committee shall be appointed by the Board at the Annual Meeting.

(c) The Executive Committee Districts shall be composed of the following Participating Member Municipalities:

- (i) District 1: Bridgton; Casco; Gray; Harrison, Shapleigh & Freeport
- (ii) District 2: Buxton, Hollis; Limington; Lyman; Pownal & Waterboro
- (iii) District 3: Gorham; Windham
- (iv) District 4: Cumberland; ~~Freeport~~Falmouth; North Yarmouth; ~~Pownal~~;

Yarmouth

- (v) District 5: ~~Cape Elizabeth~~; ~~Falmouth~~ Sanford, North Berwick & South Berwick

(vi) District 6: South Portland & Cape Elizabeth

(vii) District 7: Scarborough & Kennebunk

(viii) District 8: Portland

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(d) Each member of the Executive Committee shall serve for a term of three (3) years or until his or her successor is appointed and qualified.

#### Section 2. Officers, Vacancies, Filling of Vacancies.

(a) Officers. Officers of the Executive Committee shall include the Chair and President, Vice-Chair, Secretary and Treasurer of the Corporation, and such other officers as the Board of Directors may elect or desire. Only persons who are members of the Board of Directors shall be eligible to be officers of the Executive Committee.

(b) Vacancies. A vacancy in the Executive Committee may occur by the following means: death, resignation, or forfeiture. A member of the Executive Committee shall forfeit his/her office if at any time during his/her term of office he/she lacks any qualifications of the office prescribed by these By-Laws. If he/she fails to attend at least one-half of the meetings of the Executive Committee subsequent to the preceding annual meeting of the Board, or if he/she fails to attend two (2) consecutive meetings of the Executive Committee without having provided at least one (1) day's prior notice of such absence to the Chair, Secretary or Chief Executive Officer, the Participating Municipality from which the member was appointed shall be so notified by the Chair.

(c) Filling of Vacancies. If a vacancy in the Executive Committee should occur, the Board Members from that district shall appoint a new representative to serve on the Executive Committee, more than one hundred twenty (120) days prior to the

~~next annual meeting of the Board, the Executive Committee shall call a meeting of the Board for the purpose of filling said vacancy. The Executive Committee may fill any other vacancy at any regular or special meeting from the membership of the Board, subject to the requirements of Section 1.~~

Section 3. Function and Powers. Except as may otherwise be provided by the Board, the Executive Committee shall have the following functions and powers:

- (a) To conduct the business of the Corporation within the policy guidelines of the Board.
- (b) To ~~review the propose an~~ annual budget.
- (c) To provide for an annual audit.
- (d) To appoint ad hoc or special committees.
- (e) To receive, hold and disburse funds, set fees for services for owner communities, seek and accept grants, and enter into necessary contracts for the Corporation.
- (f) To review requests for membership to the Corporation and to make a recommendation to the Board concerning such requests.
- (g) To direct the Chief Executive Officer to employ or contract for the employment of a staff, including fixing of salary and benefits in accordance with policies established by the Executive Committee, except that the employment and termination of employment of the Chief Executive Officer shall be the responsibility of the Board in accordance with Article IV, Section 6.
- (h) To review and evaluate annually the performance of the Chief Executive Officer.
- (i) To exercise such municipal powers as may be delegated to the Corporation by any Participating Municipality.

Section 4. Procedure.

- (a) Meetings. The Executive Committee shall meet monthly or on the call of the Chair or Vice-Chair, or at the direction of the Board.
- (b) Voting Interest. Each member of the Committee shall have a voting interest equal to one (1) vote, ~~except as otherwise provided in this subsection (“Executive Committee Voting Interest”). Whenever pursuant to Section 1(a) of this Article V, the size of the Committee exceeds nine (9) members as a result of the addition of Officer(s), the Executive Committee Voting Interest of such Officer(s) and the Executive Committee Voting Interest of the Municipal Director(s), who represent the same municipality or a different municipality that is in the same Executive~~

~~Committee District as the municipality represented by the Officer, shall be equal to a proportion of the total Executive Committee Voting Interest of such municipality or District. By way of example, if an Officer and an Executive Committee District representative are from the same Municipality, the Executive Committee Voting Interest of each would equal 1/2 (one half) vote. Notwithstanding any provisions in these By-Laws to the contrary, whenever, pursuant to Section 1(a) of this Article V, the size of the Committee is increased to add one (1) member from Gorham for the purpose of participating in votes on any action directly affecting property owned by the Corporation and located in Gorham, the Executive Committee Voting Interest of the member from Gorham and the member from Executive Committee District 3 shall each equal 1/2 (one half) vote.~~

- (c) Voting. A simple majority, determined by Executive Committee Voting Interests of the members of the Executive Committee, shall constitute a quorum. Action of the Executive Committee shall be by an affirmative vote of a majority of the Executive Committee Voting Interests of those members of the Executive Committee present and voting at any duly called meeting.
- (d) Rules. The Executive Committee may adopt rules and regulations not inconsistent with these By-Laws. Except as otherwise provided in these By-Laws or in such rules and regulations, all business at meetings of the Executive Committee shall be conducted in accordance with Robert's Rules of Order.

## **ARTICLE VI**

### **Finance Committee**

Section 1. Membership. There shall be a Finance Committee of the Treasurer, as Chair, and four (4) or more other persons appointed by the Board, ~~provided that no more than two (2) persons who are not Directors shall be members.~~

Section 2. Filling of Vacancies. If a vacancy in the membership of the Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. Function and Powers. The Finance Committee shall be responsible for ~~review preparation~~ of the annual budget ~~and for review by the Executive Committee, for~~ oversight of the Corporation's financial matters at the direction of the Executive Committee, and for any other duties assigned to the Committee by the Board of Directors.

Section 4. Meetings. The Finance Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting.

Section 5. Voting. Each member of the Finance Committee shall have one vote, and a simple majority of the members of the Finance Committee shall constitute a quorum. No action of the Finance Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the voting members of the Finance Committee present and voting at any duly called meeting.

#### **ARTICLE VII** Recycling and Outreach Committee

Section 1. Membership. There shall be a Recycling and Outreach Committee of four (4) or more persons appointed by the Board at the Annual Meeting, provided that no more than two (2) persons who are not Directors shall be members.

Section 2. Filling of Vacancies. If a vacancy in the membership of the Recycling and Outreach Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. Function and Powers. The Recycling and Outreach Committee shall be responsible for the Corporation's recycling activities for review by the Executive Committee and oversight of other matters at the direction of the Executive Committee.

Section 4. Meetings. The Recycling and Outreach Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting.

Section 5. Voting. Each member of the Recycling and Outreach Committee shall have one vote, and a simple majority of the members of the Recycling and Outreach Committee shall constitute a quorum. No action of the Recycling and Outreach Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the voting members of the Recycling and Outreach Committee present and voting at any duly called meeting.

#### **ARTICLE VIII** Audit Committee

Section 1. Membership. Except as otherwise provided in these By-Laws, there shall be an Audit Committee of three (3) or more Directors appointed by the Board.

Section 2. Filling of Vacancies. If a vacancy in the membership of the Audit Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. Function and Powers. The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its oversight responsibilities related to corporate accounting, financial reporting practices, quality and integrity of financial reports as well as legal compliance and business ethics. Key components of fulfilling this charge include:

- (a) Facilitating and maintaining an open avenue of communication among the Board, the Audit Committee, senior management and the independent external accountants;
- (b) Serving as an independent and objective party to monitor the Corporation's financial reporting process and internal control system; and
- (c) Engaging, reviewing and appraising the efforts of the independent accountants.

Section 4. Meetings. The Audit Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting. All meetings will focus primarily on audit/financial issues but will also devote time to ethics and business conduct issues. The Committee will request legal updates from the Corporation's legal counsel and/or outside legal resources as they determine the need exists. The Committee members will have sole discretion in determining the meeting attendees and agenda.

- (a) Voting. Each member of the Audit Committee shall have one (1) vote, and a simple majority of the members of the Audit Committee shall constitute a quorum. No action of the Audit Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the members of the Committee present and voting at any duly called meeting.
- (b) Rules and Regulations. The Audit Committee may adopt rules and regulations,

not inconsistent with these By-Laws, which permit the Committee to remain flexible in order to best react to changing conditions and provide reasonable assurance to the Board that the accounting and reporting practices of the Corporation are in compliance with all legal requirements.

Section 5. Transfer of Duties. At the discretion of the Board of Directors, the function and powers of the Committee, as set forth in Article VIII, Section 3, may be delegated to the Finance Committee in lieu of the Audit Committee. Such transfer of duties must be authorized by an affirmative vote of the majority of the Voting Interests of the Directors present and voting at any duly called meeting.

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#### **ARTICLE IX** Officers, Elections and Vacancies

Section 1. Officers. The officers of the Corporation shall consist of a Chair and President, a Vice-Chair, a Secretary and a Treasurer. Only persons who are members of the Board shall be eligible to be officers.

Section 2. Nominations. The Chair shall appoint a nominating committee of four (4) Directors. The nominating committee shall recommend a slate of officers for election at the annual meeting of the Board. Nominations may also be made from the floor by any Director present.

Section 3. Elections. Elections shall be held at the annual meeting of the Board. A majority of the Voting Interests of the Directors present is required for election to any office.

Section 4. Vacancies, Filling of Vacancies.

- (a) Vacancies. A vacancy may occur by the following means: death, resignation, or forfeiture. An officer forfeits his office if at any time during his term he lacks the qualifications of his office as determined by these By-Laws.
- (b) Filling of Vacancies. Should a vacancy occur in the office of Chair and President, it shall be filled temporarily by the Vice-Chair. If the vacancy in the office of Chair and President should occur more than one hundred twenty (120) days prior to the annual meeting of the Board, then a special meeting shall be called by the Vice-Chair or Secretary for the purpose of electing a new Chair and President. The

Board may fill any other vacancy.

Section 5. Powers and Duties of the Chair. The Chair shall preside over all meetings of the Board and in his or her absence, the Vice-Chair shall preside. In the absence of the Vice-Chair, the Secretary or Treasurer may preside at such meetings.

Section 6. Powers and Duties of the Secretary and Treasurer. The Secretary shall record or shall cause to be recorded all the votes and proceedings of the Board meetings in books kept for that purpose. The Secretary and the Treasurer shall also perform such further duties as the Board and/or the Executive Committee may from time to time direct. The Treasurer shall chair the Finance Committee. The Treasurer may be required to give bond for the faithful discharge of his/her duties, in such sum and with such sureties as the Board may require and approve.

## **ARTICLE X** **Finances**

Section 1. Disbursements of Funds. Funds which accrue to the Corporation for its use in furthering the aims and purposes of the Corporation shall be controlled, disbursed, and accounted for in a manner prescribed by the Executive Committee for general purposes.

Section 2. Fiscal Year. The Corporation's fiscal year shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.

Section 3. Payment In Lieu of Taxes. In partial consideration for the obligations of the Participating Member Municipalities resulting from provisions of the Interlocal Agreement and the applicable waste handling agreements, the Corporation shall pay in lieu of taxes a sum not less than Five Hundred Thousand Dollars (\$500,000.00) annually, based upon the 1987 annual waste tonnage of Regional Waste Systems, which amount shall be increased in proportion to the waste tonnage increase from all sources, other than municipal waste, from the Participating Member Municipalities, and excluding all spot market waste, for the term of the waste handling agreements with Participating Member Municipalities, to be apportioned as follows: five-sevenths (5/7) to Portland; one-seventh (1/7) to South Portland; and one-seventh (1/7) to Scarborough. The Corporation may pay in lieu of taxes additional amounts to any Participating or Associate Member Municipality in which any portion of the realty of the Corporation is located.

## **ARTICLE XI** **Indemnification**

To the extent permitted by the laws of the State of Maine as they may now or hereafter

exist, the Corporation shall indemnify any officer, director, employee or agent of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he or she is or was an officer, director, employee or agent of the Corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; provided that no indemnification shall be provided with respect to any matter as to which he or she shall have been finally adjudicated in any civil proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation or, in any criminal proceeding, to have had reasonable cause to believe that his or her conduct was unlawful. To the extent permitted by law, the Corporation may purchase and maintain insurance against the liability of its officers, directors, employees or agents.

**ARTICLE XII**  
Amendments to By-Laws

These By-Laws may be amended or altered at any meeting of the Board, provided that a written notice shall be sent to each Director, in the same manner as prescribed in Article IV, Section 9, no less than five (5) days before the date of such meeting, which notice shall state the proposed amendments. A two-thirds (2/3) vote of the Voting Interests of the Directors present at a duly called meeting is necessary for passage of amendments.

(Adopted 4/13/06)  
(Amended 6/30/06)  
(Amended 9/21/06)  
(Amended 10/18/07)  
(Amended 01/20/11)  
(Amended 10/16/14)  
(Amended ~~01/18/18~~)  
(Amended 09/25/25)

**Owner  
Communities**

Bridgton  
Buxton  
Cape Elizabeth  
Casco  
Cumberland  
Falmouth  
Freeport  
Gorham  
Gray  
Harrison  
Hollis  
Kennebunk  
Limington  
Lyman  
North Berwick  
North Yarmouth  
Portland  
Pownal  
Sanford  
Scarborough  
Shapleigh  
South Berwick  
South Portland  
Waterboro  
Windham  
Yarmouth

**Contract  
Community  
Members**

Andover  
Appleton  
Augusta  
Baldwin  
Brownfield  
Brunswick  
Chebeague Island  
Cornish  
Denmark  
Eliot  
Fayette  
Frye Island  
Fryeburg  
Greenland, NH  
Hiram  
Kennebunkport  
Lamoine  
Liberty  
Limerick  
Livermore Falls  
Monmouth  
Mt. Vernon  
Newington, NH  
Naples  
Old Orchard Beach  
Otisfield  
Owl's Head  
Parsonsfield  
Porter  
Readfield  
Rockland  
Saco  
Somerville  
South Thomaston  
Standish  
Swanville  
Thomaston  
Topsham  
Vinalhaven  
Washington  
Wayne  
Westbrook  
Woolwich

September 25, 2025

Dear Board of Directors:

I've attached a red-lined version of the Collective Bargaining Agreement (CBA) between ecomaine and Local 877 and Local 4 of the International Union of Operating Engineers.

In summary, the more significant changes include the following:

Term: 7/1/25 – 6/30/28  
Retirement: Increases .25% from 5.25% to 5.5%  
Wages: Year 1: 4.5% (ranging from 4% - 5%)  
Year 2: 4%  
Year 3: 3.75% (ranging from 3.5% to 4%)

This year, we negotiated quite a few additional changes to the agreement as it had been quite a while since we last negotiated with the two units. Please feel free to contact me should you have any questions.

I've included the ratification of this agreement of the September 25, 2025 agenda.

Sincerely,

Kevin Roche



Telephone: 207-773-1738

[roche@ecomaine.org](mailto:roche@ecomaine.org)

[www.ecomaine.org](http://www.ecomaine.org)

COLLECTIVE BARGAINING AGREEMENT

Between

**ecomaine**

and

**LOCAL 877 & LOCAL 4, INTERNATIONAL UNION  
OF OPERATING ENGINEERS**

July 1, ~~2018-2025~~ through June 30, ~~2028-18~~

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## AGREEMENT

Agreement entered into this ~~18~~ day of ~~June~~, ~~2015-2025~~ by and between **ecomaine**, hereinafter referred to as "**ecomaine**" and LOCAL 877 & LOCAL 4, INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter referred to as "Union."

### 1. DEFINITIONS

The following terms shall have the following meanings when used in this Agreement unless otherwise provided:

1.1 Agreement – This collective bargaining agreement between **ecomaine** and the Union.

1.2 Confined Entry Area – As defined in the **ecomaine** Safety Manual.

1.3 Director – The Director of Finance and Administration and/or the Plant Manager, or their designee.

1.4 Employee – A person who has been employed by **ecomaine** for at least six (6) months in the classifications of Plant Operator, Utility Operator, Relief Operator, Lead Mechanic, Mechanic, Instrument and Control Technician, Electrician, ~~Electro-Mechanical Technician~~, Crane Operator, Tipping Hall Attendant, WTE Equipment Operator (~~non-CDL~~), ~~WTE Equipment Operator / CDL Driver~~, Scale House Attendant, Recycling Operator, Recycling Sorter, Lead Recycling Operator, ~~Recycling Laborer~~<sup>1</sup>, Custodian, ~~Head Warehouse Clerk~~, ~~Senior Warehouse and Procurement Specialist~~-, Warehouse ~~and Procurement Specialist~~<sup>2</sup>, ~~Landfill Laborer~~<sup>3</sup>, Landfill Operator, Landfill Equipment Operator, ~~Truck Driver/Laborer~~ or a temporary, seasonal or on-call Employee in one of the above classifications.

1.5 General Manager – The General Manager of **ecomaine** or his/her designee.

1.6 Grievance Committee – The committee comprised of the Business Agents of IUOE Local #877 and Local #4, ~~or their designee~~, the Director of Finance and Administration of **ecomaine**, ~~or his/her designee~~, and the General Manager of **ecomaine**, ~~or his/her designee~~. The committee will establish mutually agreeable guidelines by which it will carry out the functions assigned to it by this Agreement.

<sup>1</sup> See extension of collective bargaining agreement dated May 10, 2023.

<sup>2</sup> See sidebar agreement dated May 15, 2019 related to January 11, 2018 agreement.

<sup>3</sup> See extension of collective bargaining agreement dated May 10, 2023.

1.7 Hours Worked – Hours actually worked by an Employee at **ecomaine**.

1.8 Immediate Family – Spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, stepchildren or other relatives in the same household of the Employee.

1.9 Job Seniority – The length of continuous service in a particular job classification.

1.10 Overtime Work – Hours Worked by an Employee in excess of forty (40) hours per Work Week. For purposes of this Section 1.10, hours that are compensated by holiday pay and Hours not worked on a scheduled shift pursuant to Section 5.2 shall be considered as Hours Worked.

1.11 Plant – The incinerator, solid waste management and ~~facility and the~~ recycling facilities located at 64 Blueberry Road, 62 Blueberry Road and 90 Blueberry Road, Portland, Maine, and the ash/balefill in Scarborough, South Portland and Westbrook.

1.12 Regular Pay – The hourly rate paid an Employee for Hours Worked, not including Overtime Work.

1.13 Reserve Service Leave – Leave for Employees who are members of the organized military reserves and who are required to perform field duty.

1.14 Seniority – Uninterrupted employment at the job site subsequent to the original date of hire, including absences from employment resulting from Reserve Service Leave, Bereavement Leave, Witness/Jury Duty Leave, Sick Leave and Service-related injuries covered under the Workers' Compensation Act.

1.15 Service – Uninterrupted employment at the job site subsequent to October 1, 1985.

1.16 Union – Local 877 & Local 4, International Union of Operating Engineers.

1.17 Work Week – A regularly recurring period of seven consecutive twenty-four (24) hour periods, commencing at 0600 hours Sunday and ending at 0559 hours on the following Sunday.

2. RECOGNITION

2.1 **ecomaine** recognizes the Union as the sole and exclusive representative of the bargaining unit composed of the Employees for the purpose of collective bargaining in accordance with the provisions of the Maine Municipal Public Employees Labor Relations Act (26 M.R.S.A. Chapter 9A).

2.2 The provisions of this Agreement shall be applied to all Employees without discrimination based on sex, race, color, national origin, religion, age, sexual orientation or physical or mental disability.

2.3 Any Employee who at any time on or after the effective date of this Agreement is or becomes covered by the Agreement and is not a member of the Union shall within thirty (30) days after such conditions are met choose from the options of membership in the Union or payment to the Union of a service fee as the Employee's fair share toward the Union's cost of collective bargaining, contract administration and the adjustment of grievances. The Union shall establish annually said fair share amount by job classification.

Any Employee may change his/her status with respect to these options by giving written notice to the Union and **ecomaine** sixty (60) days prior to the expiration of the Agreement. Any such change in status will become effective only during the thirty (30) days prior to the expiration of the Agreement.

2.4 **ecomaine** agrees to deduct Union membership dues and initiation fees from the pay of those Employees who individually and voluntarily request in writing that such deductions be made. Any such deductions shall be made weekly and all money so collected shall be paid to the treasurer or financial secretary of the Union by the fifteenth (15th) day of the following month.

2.5 The Union shall indemnify and hold **ecomaine** harmless against any and all claims, suits, orders or judgments which may arise as a result of action taken pursuant to this Article.

3. GRIEVANCE PROCEDURE

3.1 Any dispute between **ecomaine** and the Union or between **ecomaine** and any Employee concerning the interpretation or application of any specific provision of this Agreement shall be a grievance. Two or more Employees may file a single grievance if their claims involve a common set of circumstances other than discipline or discharge.

3.2 Informal Procedure:

The grievance shall be discussed by the affected Employee with the Supervisor. A representative of the Union may, at the request of the grievant, be present at this meeting.

3.3 Formal Procedure:

3.3.1 Step One: If a satisfactory settlement is not reached under the Informal Procedure, the grievance shall be reduced to writing, signed by the aggrieved Employee and a representative of the Union, with a statement of the section(s) of the Agreement allegedly violated and delivered to the Director of Finance and Administration, or his/her designee, within thirty (30) calendar days, ten (10) calendar days in the cases of suspension, after the event giving rise to the grievance becomes known to the Union or the aggrieved Employee. After receipt of the written grievance by the Director of Finance and Administration, the Grievance Committee will schedule a review of the grievance within thirty (30) calendar days of the receipt of the grievance and attempt to reach a satisfactory resolution.

3.3.2 Step Two: If the Grievance Committee is unable to resolve a grievance at Step One, the grievant may request the Union to submit the grievance to mediation. There shall be a permanent mediator appointed to hear such grievances for the term of this Agreement. The mediator shall spend no more than one (1) day on each case. The mediator shall recommend a resolution of the grievance to the parties, and such recommendation shall not be binding on the parties, but must be acted on by the parties within

seven (7) [calendar](#) days of receipt of the recommendation. There shall be no limitation on the mediator as to the scope of his/her recommendation. The parties shall not use any comments, positions or recommendations of the other party or the mediator in the arbitration process. All expenses of the mediator shall be borne equally by the parties.

3.3.3 Step Three: If the grievance is not resolved at Step Two, the grievant may request the Union to submit the grievance to arbitration. The Union may, within thirty (30) [calendar](#) days after receipt of the decision at Step Two, submit the grievance to arbitration by so notifying **ecomaine** in writing through the General Manager. The Union and **ecomaine** shall endeavor to agree upon a mutually acceptable arbitrator. If within ten (10) [calendar](#) days after receipt of the written notice an arbitrator has not been selected, the Union shall make written request within an additional five (5) [calendar](#) days to the American Arbitration Association to utilize its procedures for selection of an impartial arbitrator.

3.3.3.1 The expenses and fees of the arbitration tribunal, if any, shall be shared equally by **ecomaine** and the Union.

3.3.3.2 Only questions involving the interpretation, application or claim of violation of this Agreement shall be arbitrable and the arbitrator shall have no power to add to, subtract from or otherwise modify the terms of this Agreement.

4. HOURS OF WORK

4.1 Work schedules showing Employee shifts, work days, and hours shall be posted, in accordance with the provisions of Appendix B, attached hereto. Meal breaks shall be as indicated in Appendix B.

4.2 An Employee shall not leave at the end of his/her shift until he/she has been relieved.

4.3 If an Employee is caused by ecomaine due to work-related conflicts to miss the normal time for their unpaid meal break as set forth in Appendix B, the Employee may elect not to take a meal break and get paid for one half-hour meal break time, subject to the approval of his or her supervisor, or the Employee may be given an unpaid one half-hour meal break at a different time on the same workday, which may include the last one half-hour of that workday, subject to the approval of and scheduled by his or her supervisor. Supervisor approval for the alternate lunch break options outlined in this section shall not be unreasonably withheld.<sup>4</sup>

Commented [AT2]: Change to "required by"

Commented [AT3]: Delete this language.

~~4.34~~ Each Employee shall record his/her time at work through a procedure designated by **ecomaine**; provided however, Employees shall also be permitted to record their time on cards approved by **ecomaine**. Except as otherwise provided in this Agreement, Employees shall be compensated only for Hours Worked.

4.45 With seven (7) days notice, except in the case of emergencies when no notice will be required, **ecomaine** has the right to change schedules as follows:

To cover extended absences once it has been determined by **ecomaine** that it is probable the absence will last for two weeks or more. Each such change will last for no more than seven (7) months and will change Employees only to shifts described in 'Appendix B'. Such changes will use the bidding process, but if there are no volunteers, Employees shall be assigned to shifts on the basis of Job Seniority. This paragraph does not apply to absences caused by vacation use.

<sup>4</sup> See Sidebar Agreement dated February 3, 2000.

For scheduled and/or unscheduled outages or shutdowns, **ecomaine** may change Employees to any shifts **ecomaine** determines will best accomplish the purposes and desired results of **ecomaine**'s operations. Such changes will not be limited to shifts described in 'Appendix B'. Each such change will last until the end of the outage or shutdown, as determined by **ecomaine**, for which it was done. Such changes will initially use the bidding process but if there are no volunteers, Employees shall be assigned to shifts on the basis of Job Seniority. **ecomaine** and the Union will mutually agree on special procedures for outages and shutdowns that will be documented by side agreement(s) to this Agreement.

At the end of a semi-annual scheduled boiler maintenance outage and/or shutdown or future schedules to accomplish the same maintenance, as determined by ecomaine, ecomaine will attempt to use a volunteer process, applicable only to those Employees who have been working on the outage/shutdown, to provide the coverage needed to complete work resulting from the outage/shutdown just completed, as well as the normal work load. Such coverage will initially use volunteers from those Employees above who are regularly scheduled and then, if there are not sufficient volunteers, from the Employees above using the overtime list starting with the low person. All Employees will return to their normal schedules at the start of the next Work Week.<sup>5</sup>

**Commented [AT4]:** If there is work not completed, then the outage is not completed. This should be revised to clarify.

Daily lunch breaks for Employees assigned to a semi-annual scheduled boiler maintenance outage and/or shutdown or future schedules to accomplish the same maintenance, as determined by ecomaine, will be one half-hour paid. If an Employee wishes to leave site during the lunch break, and is permitted to do so by his or her supervisor, the Employee must punch out for the half-hour lunch break and will not be paid for that time.<sup>6</sup>

For skill level training, **ecomaine** may change Employees' schedules, provided that any required backfilling of positions will be done in accordance with the regular contract provisions.

4.56 With two (2) weeks' notice, **ecomaine** may change Employees' schedules for up to 96 hours per calendar year for required training.

<sup>5</sup> See Sidebar Agreement dated October 5, 1999

<sup>6</sup> See Sidebar Agreement dated October 5, 1999

4.67 Any changes to Employees' schedules under this section shall be negotiated in good faith by **ecomaine** and the union. From time to time **ecomaine** may be in a position where there is a need to change Employees' schedules to address legitimate business needs, including, but not limited to, changes in customer requirements or to address material financial issues. **ecomaine** will provide five (5) days prior written notice to the union of any such proposed schedule change. On or before the end of the five (5) day notice, the union must notify **ecomaine** whether it agrees or disagrees with the proposed schedule change. If the union disagrees with the proposed schedule change, it must meet with **ecomaine** within five (5) days after notifying **ecomaine** of its disagreement or at such other time as may be mutually agreeable to the parties to discuss and/ or negotiate the matter. If the parties are unable to reach agreement at that meeting, **ecomaine** may submit the proposed schedule to an arbitrator. The arbitrator shall conduct an expedited hearing, including a review of both business need and the proposed change, and issue a decision within 30 days of receipt of the request to review the proposed schedule change. Nothing in this section prohibits the parties from negotiating schedule changes during contract negotiations.

4.78 Employees shall be assigned to shifts on the basis of their Job Seniority.

4.89 Under reasonable circumstances and subject to prior written approval by a Director, Employees may exchange shifts.

4.10 The parties acknowledge that **ecomaine** will be opening a new recycling facility during the term of this Agreement and the Union further acknowledges that the opening of the new recycling facility constitutes a legitimate business need for purposes of this Article 4. The parties agree to follow the process outlined in Section 4.7 above and to negotiate in good faith any changes in schedules needed to meet the business needs resulting from the opening of the new recycling facility.

5. OVERTIME

5.1 **ecomaine** may authorize such Overtime Work as it deems necessary.

5.2 No Employee shall be required to work more than eighteen (18) hours in any twenty-four (24) hour period. Any Employee who has worked eighteen (18) hours in a twenty-four (24) hour period shall be entitled to an eight (8) hour break before starting his/her next shift. If an Employee does not work part of his/her shift because of the eight (8) hour break, the hours not worked on a scheduled shift shall be considered to be Hours Worked for purposes of Overtime Work only. An Employee may take less than an eight (8) hour break if the Employee and **ecomaine** mutually agree.

5.3 Employees shall be compensated at a monetary rate of one and one-half (1½) times their Regular Pay for each hour of Overtime Work.

5.4 **ecomaine** will distribute the Overtime Work equally among Employees within each job classification through the use of an overtime list as set forth in Section 5.5 below. ~~—~~Overtime Work will be offered to the qualified Employee within the job classification with the lowest number of hours on the overtime list who is available on a volunteer basis. When **ecomaine** is unable to distribute Overtime Work to qualified Employees within the job classification on a volunteer basis, qualified Employees in such a job classification may be required to accept Overtime Work. When Overtime Work is necessary outside of a job classification, such work will be offered first to qualified Employees on the weekly volunteer list. Such Overtime Work will be offered to the Employee on that week's volunteer list with the lowest number of hours on the current Overtime List. When **ecomaine** determines that no qualified Employees are available on a volunteer basis or that an emergency exists, qualified Employees with the lowest number of hours worked on the overtime list will ~~may~~ be required to accept Overtime Work, except as otherwise provided in Section 5.2. **ecomaine** may use on-site Employees during their regular shift to fill vacancies.<sup>7</sup>

**Commented [AT5]:** Do we want to add a definition for Overtime List?

<sup>7</sup> See Sidebar Agreement dated 12/14/1999

5.5 The overtime distribution list shall be posted on a weekly basis and will include overtime Hours Worked, ~~and overtime hours refused~~, and the sum of both overtime worked and refused for each Employee during the calendar year. Overtime hours worked shall include (1.) all overtime compensated hours worked as part of an Employees regular work schedule; 2.) all additional hours worked outside of an Employee's regular work schedule, including out of classification work; 3.) all hours worked on a call-in or 2.7 overtime hours for each 4 hour minimum call-in pad; 4.) hours paid for standby or pager pay shall be recorded at 1.4 hours for each day of standby or pager time; 5.) all hours awarded in resolution to grievances associated with lost overtime; 6.) all hours compensated as overtime for holidays or working on a holiday; and 7.) all overtime hours assigned during regular scheduled boiler maintenance shutdowns. Overtime hours refused shall include all additional work offered to employees within a job classification. Overtime hours refused shall be counted as Hours Worked on the overtime distribution list. Overtime shall not be charged on the overtime list for overtime offered and declined by employees outside of their job classification or overtime missed due to vacation, illness or injury that has resulted in time lost from work.<sup>8</sup>

**Commented [AT6]:** Change from 1-7 to a-g

5.6 The overtime record for new Employees, promoted Employees, or Employees on an extended leave of absence of more than two weeks shall automatically be adjusted to the average number of hours worked and hours refused for Employees in the same job classification.<sup>9</sup>

5.7 Each calendar year, the overtime list shall be adjusted by reducing Employees with the lowest number of overtime hours worked in each classification to zero. All remaining Employees in the job classification shall be reduced by the same number of hours. The overtime refused hours shall be adjusted to zero for all Employees. On the beginning of the calendar year in which this Agreement is due for renewal, the overtime hours worked shall be reduced to zero, one,

**Commented [AT7]:** Propose to zero everyone out at the beginning of each calendar year.

<sup>8</sup> See Sidebar Agreement dated February 2, 2000.

<sup>9</sup> See Sidebar Agreement dated February 2, 2000.

two, three, etc. for each Employee in the job classification in order of the lowest number of hours worked to the highest on the overtime list. The overtime hours refused shall be adjusted to zero.<sup>10</sup>

5.68 Any Employee required to work seven (7) consecutive days shall be paid at the rate of two (2) times the Employee's hourly rate for each Hour Worked on such seventh (7th) day. Hours worked on the days referred to in this Section shall be calculated on the basis of hours worked from 0600 hours to 0559 hours. For purposes of this section, a day will only be considered a day worked if the Employee has at least four (4) Hours Worked on that day; however, in the case of a call in as provided for in Section 6. of this agreement, any amount of time worked on a call in will qualify that day as a day worked.

5.79 If an Employee is not reached by telephone because there is no answer to the call, a busy signal, an answering machine is reached or the Employee does not come to the telephone, the Employee will be marked as having refused the overtime and the next name on the list will be called. If requested, **ecomaine** will provide documentation of calls made, barring malfunctions with the computer tracking system. When **ecomaine** determines that an emergency exists, **ecomaine** may hold over an Employee engaged in a job in progress that will be completed within three hours of the end of that Employee's shift for that day, without having to use the above overtime distribution procedures.

5.10 Overtime will be distributed within the Electro-Mechanical job classification pursuant to this Article 5, except that the Electro-Mechanical Technician will also be considered a qualified employee to accept overtime work for the Electrician, I&C Technicians or Mechanics positions. Any such overtime work by the Electro-Mechanical Technician will be considered backup and shall not take precedence over the distribution of overtime to employees in the Mechanic, I&C Technician, or Electrician positions.<sup>11</sup>

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<sup>10</sup> See Sidebar Agreement dated February 2, 2000.

<sup>11</sup> See Sidebar Agreement dated May 23, 2022.

6. CALL IN

6.1 Any Employee who is required to work outside of and not continuous with his/her scheduled hours will be paid for a minimum of four (4) hours or for the hours actually worked, whichever is greater. This section shall not apply to an Employee who is required to work for four (4) hours or less prior to the start of his/her workday or shift and who continues to work that day or shift or to an Employee held over at the end of his/her workday or shift. An Employee called in may leave upon completion of the task for which he/she was called in to perform. Provided however, employees who are consulted through a telephone conversation that is substantive in nature and related to the employee's job responsibilities will be paid a minimum of one hour of time or the time actually worked, whichever is greater at the appropriate rate of pay. Time actually spent on a telephone call will be counted as time worked toward a call in if the employee is required to come in on a call in on the matter. Alternatively for Maintenance Workers who are called in between the hours of 18:00 to 06:00 may elect to be paid at the rate of one and one half 1 ½ times their Regular Pay for hours worked on the task they were called in to perform and can continue to work into their regular shift at their Regular Pay rate after the task is completed. Maintenance employees will resume their Regular Pay rate at the start of their scheduled workday regardless of whether the task they were called in for is complete. Employees electing this alternative call-in provision shall leave after working the number of hours they were scheduled to work that day or until released by their supervisor.

**Commented [AT8]:** We should define these employee classifications since this term is not defined in the contract.

6.2 ecomaine will issue pagers to volunteers with the lowest number of total hours on the overtime list as set forth in Section 5.4. If it becomes necessary to require someone to take a pager because of a lack of volunteers, the person with the lowest number of Hours Worked on the overtime list as set forth in Section 5.4 will be required to accept the pager. If it becomes necessary

to call in Employees in a specific classification, the person in that classification with the pager will be called in first.<sup>12</sup>

6.3 Any Employee who is required by **ecomaine** to be on standby or to wear a pager shall be compensated at the rate of two hours of Regular Pay for each day, or part thereof, the Employee is required to be on standby or wear a pager. Failure to respond when called will result in loss of the pay described above. Discipline in accordance with Article 19 may be imposed. Employees who don't have a phone, or who cannot be reached by phone five times in a ninety (90) day period, may be required by **ecomaine** to wear a pager.

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<sup>12</sup> See Sidebar Agreement dated December 14, 1999.

7. SENIORITY

7.1 A list of Employees .by Seniority and by Job Seniority in their current classifications at **ecomaine** shall be posted and shall be updated at least once every six (6) months.

7.2 All new Employees are on probation for the first six (6) months of employment. During the probationary period, an Employee may be terminated by **ecomaine** at any time and for any reason without recourse to the Grievance Procedure and/or Arbitration. If an Employee is retained at the end of the probationary period, his/her Seniority will be based on his/her first date of employment. Upon promotion, lateral transfer or voluntary demotion, an Employee shall be on probation for sixty (60) days. If an Employee fails to qualify (in such a position) or chooses to return to his/her former position, he/she shall be entitled to return to his/her former position. Any Employee filling a vacancy created by such a promotion, lateral transfer or voluntary demotion shall be likewise entitled to return to his/her former position when the employee returns to his/her former position in accordance with the above provisions.

7.3 Seniority shall be lost for the following reasons:

- a. When an Employee voluntarily leaves the employ of **ecomaine**.
- b. When an Employee is discharged for just cause and the cause is sustained.
- c. When an Employee is laid off and not recalled for work within two (2) years from the date of layoff.
- d. When an Employee who has been laid off is notified to return to work by registered mail, return receipt requested, to his/her last known address and he/she fails to notify **ecomaine** of his/her intent to return within five (5) days from the date of receipt of the letter or fails to report for work within two (2) weeks after notifying **ecomaine**.

7.4 Layoff and Recall:

- a. In the event that **ecomaine** determines a reduction in Employee positions is necessary, probationary Employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-

probationary Employees within that job classification with the least Job Seniority shall be the next to be laid off; provided however that any such Employee so laid off shall be permitted to return to a position which was previously held by such Employee and which such Employee is qualified to fill at the time of layoff.

- b. Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in the reverse order in which they were laid off. If the number of Employees to be recalled within a job classification exceeds the number of Employees then on layoff from that classification, Employees then on lay off from another job classification shall be recalled providing that they are qualified to perform the work for which they are recalled. **ecomaine** shall notify Employees on layoff of a recall by written notice sent registered mail, return receipt requested. If an Employee fails to notify **ecomaine** of his/her intent to return five (5) days from receipt of the written notice or fails to report for work within two (2) weeks after notifying **ecomaine**, said Employee shall lose all rights to recall.

7.5 All new or vacant jobs within the bargaining unit shall be posted by **ecomaine** on the bulletin board for five (5) days. Any Employee who desires to be employed in such new or vacant job shall bid in writing during such five (5) day period. All Employees may bid to fill the vacancy, and all bids will be considered except in cases where the bidding Employee lacks the qualifications necessary for the job. Where two or more qualified Employees bid for the vacancy, the Employee with the most Seniority shall be given the job. If no bidding Employee is qualified to perform the job, **ecomaine** shall have the right to fill the new or vacant job after the expiration of the posting period at its sole discretion.

7.6 When a vacancy occurs in a job classification on a shift, as provided in Appendix B, the vacancy shall be filled by bidding Employees by Job Seniority within the same classification as the vacancy.

8. WAGES

8.1 Employees shall be paid the wages as set forth in Appendix A.

8.2 An Employee assigned to a higher rated job shall be paid the rate applying to such higher rated job for all Hours Worked at that job.

8.3 An Employee assigned to a lower rated job shall be paid the rate applying to the Employee's classification for all Hours Worked at that job.

8.4 Anyone who works between 1800 hrs. and 0559 hrs. shall be paid a shift differential of ~~five percent (5%)~~ two dollars and fifty cents (\$2.50) for each hour worked during that period, except personnel assigned to scale house, tipping hall, recycling and custodian who shall be paid shift differential only for working before or after a normal shift, but only if those hours fall within shift differential hours. Four employees who hold the job classification of WTE Equipment Operator (CDL) as of July 1, 2025 will be transitioning from their current night shift schedule to a day shift schedule. When that schedule transition occurs, these four employees will be paid a stipend of one dollar and twenty-five cents (\$1.25) per hour during each shift as a means to phase out the shift differential they have previously received. The hourly wage rate shown on Appendix A for the WTE Equipment Operator (CDL) job classification for these four employees in Year 1, Year 2 and Year 3 of this Agreement shall be adjusted to ensure that these four employees do not receive more than the Year 3 wage rate. Once these four employees reach the Year 3 wage rate, they will no longer be eligible for the \$1.25 stipend.

8.5 Employees assigned to work in Confined Entry Areas such as the fire boxes, gas ducts, scrubber, precipitator, stacks above seventy (70) feet, will be paid an additional four percent (4%) while engaged in these tasks. Employees assigned to a semi-annual scheduled boiler maintenance outages and/or shutdowns or future schedules to accomplish the same maintenance, as determined by ecomaine, who are required to enter Confined Entry Areas, as determined by ecomaine, shall receive additional pay as set forth in this section for all hours worked while engaged in such tasks. Additional pay under this section for Employees assigned to work in Confined Entry Areas during an outage or shutdown shall be rounded up to the next higher hour.

**Commented [AT9]:** Crane Operator and Utility Operator assigned to ash loading duties will receive \$5.00 stipend for hours assigned to that duty. Will be paid for entire shift if assigned, or will split stipend if duties are shared on shift. Duty added to job descriptions.

Four employees (truck drivers) who are currently EO-CDL will retain \$1.25 stipend when they move off night shift and redlined at current wages until caught up on wage scale.

**Commented [AT10]:** Current practice for unscheduled outages?

except at the end of the work day. Additional pay under this section for Employees assigned to work in Confined Entry Areas during an outage or shutdown shall not apply to lunch breaks, but shall apply to rest breaks taken when the Employee is assigned to work in Confined Entry Areas.<sup>13</sup>

8.6 If direct deposit banking can be provided by **ecomaine**, all reasonable means available to **ecomaine** will be used to ensure, to the extent possible, the confidentiality of Employee account numbers and **ecomaine** will establish a fixed time on payday by which the payroll wire transfer will be made.

8.7 During the annual boiler shutdowns and OCC and ONP planned outages, Employees listed in the following classifications shall be paid the step-up rate for all work performed offered on the volunteer list: a.) Laborers working on shutdown, whether on their regular or overtime schedule; b.) Recycling Operator; c.) Recycling Sorter; d.) Scale House Attendant; and e.) Truck Driver/Laborer.<sup>14</sup> The step-up rate shall be increased on the same date and by the same percentage as the negotiated annual increases of successor Collective Bargaining Agreements.<sup>15</sup>

8.8 The parties agree that investing in employees through jobsite-related licenses and certifications is a critical step toward building a stronger, more skilled workforce and encourages internal promotion. To support this goal, the Union and Employer will work together following ratification of this Agreement to design a meaningful incentive program that recognizes and rewards employees for earning relevant licenses and certifications. Eligibility for the incentive program will focus on advancing to new licenses and certifications and will be structured through a bonus that will reflect the level of challenge and achievement. The program will be launched on July 1, 2026. While the parties are aligned on the importance of this initiative, the exact financial structure is still being developed. However, this article reflects a firm commitment to building the

**Commented [AT11]:** Propose to change to, "All classifications below step up laborer rate..."

**Commented [AT12]:** Add Landfill Laborer and Custodian

**Commented [AT13]:** Sidebar includes step-up rate. \$20.10 as of 7/1/16 and \$20.40 as of 7/1/17. 5/15/19 agreement increased this by rate of pay increase for each contract thereafter. Current is \$26.05 (shutdown laborer rate)

**Commented [AT14]:** /Laborer

**Commented [AT15]:** N/A - now makes more than the shutdown laborer rate.

**Commented [AT16]:** Position no longer exists.

<sup>13</sup> See Sidebar Agreement dated October 5, 1999.

<sup>14</sup> See Sidebar Agreement dated May 17, 2017.

<sup>15</sup> See Sidebar Agreement dated May 15, 2019.

framework now so that the program can be implemented July 1, 2026. This effort represents a positive step forward in supporting career growth and advancement within the bargaining unit.

9. LIFE INSURANCE AND LONG TERM DISABILITY

9.1 Employees shall be provided with Basic Life Insurance coverage by **ecomaine** in an amount equal to the Employee's annual base salary. Supplemental and/or Dependent Life Insurance can be purchased by the Employee at his/her expense, if available.

9.2 **ecomaine** shall contribute as follows for all Hours Worked to the Union's Benefit Fund for Long Term Disability.

Effective July 01, 2007 - \$.40 per hour

10. HEALTH INSURANCE

10.1 **ecomaine** shall provide each Employee with a group health insurance plan which provides high level medical and surgical coverage and, in addition, major medical coverage. The specific provider and plan will be determined by **ecomaine**. All Employees will share in the costs of this benefit by payroll deduction for each weekly pay period as follows:

Retroactive to July 1, 2012, Employees will pay 12.5% of the total premiums for Health Insurance and effective July 1, 2013; Employees will pay 15% of the total premiums. However, Employees who actively participate in the economic wellness program will continue to pay 12.5% of the total premium effective July 1, 2013.

**Commented [AT17]:** ecomaine proposed to add HRA values here. Confirm this was T/A'd  
Single  
HRA 213 \$625  
HRA Deductible \$2,500  
Employee with Child/Married  
HRA 213 \$1,250  
HRA Deductible \$5,000

11. WORKER'S COMPENSATION

11.1 ecomaine Employees shall be provided with worker's compensation insurance benefits in accordance with the laws of the State of Maine.

11.2 When an Employee is sent by an ecomaine supervisor to ecomaine's occupational health provider or an emergency treatment facility during their working hours due to a possible work-related injury or illness, the time starting when the employee leaves the ecomaine facility until they return to the facility or it is determined that they are unable to return that day will be paid time to the extent the Employee was scheduled to work. Such time away from work will not be charged to the Employee's sick time. Subsequent absences due to the same illness or injury will be handled as they are determined to be work-related or non work-related absences and will be administered under the appropriate applicable rules and regulations.<sup>16</sup>

11.3 <sup>[17]</sup>

**Commented [AT18]:** 6/8/04 handwritten notes: "When an Employee suffers a work-related injury or illness, the Employee may choose one of the following: 1.) receive pay from ecomaine through the use of sick time accruals if no claim is filed with workers' compensation insurance; 2.) submit a request for leave without pay for time spent at medical appointments in connection with the work-related injury or illness (sick time will not be charged and a claim will be filed with workers' compensation insurance); 3. ) receive pay from ecomaine through the use of sick time accruals and buy back sick time used with workers' compensation benefits received, and 4.) submit a request for leave without pay and don't receive pay workers' compensation insurance benefit or sick time used." These really should not be options. Employees should report work-related injury and we have to file claim

<sup>16</sup> See Sidebar Agreement dated December 17, 2002.

<sup>17</sup> See Sidebar Agreement dated December 17, 2002, as amended June 8, 2004.

12. SICK LEAVE

12.1 Sick leave shall accrue at the rate of 8.0 hours for each calendar month of Service. The month in which employment begins or ends will be counted as a month of Service if the employment begins before the 16th or ends after the 15th day of the month. Employees shall be required to call in sick a minimum of one (1) hour prior to shift unless unable to do so. If an Employee is out sick on an unexcused absence the day before and/or the day after a holiday, the Employee is not entitled to receive holiday pay.

12.2 Sick leave may be used only in the following cases:

1. Personal illness, disability or physical incapacity of such a degree as to render the Employee unable to perform the duties of the assigned position unless the Employee is capable of other work and is assigned to such other work. If requested by **ecomaine**, the Employee shall furnish a certificate from a physician attesting to the Employee's ability to perform the duties of the assigned position. If the Employee has been examined by a physician, such a certificate shall be provided at the Employee's expense. If the Employee has not been examined by a physician, the Employee shall furnish such a certificate from the **ecomaine** physician at **ecomaine'** expense.
2. Attendance upon members of the Employee's Immediate Family, when the illness requires care by such Employee, but not to exceed twelve (12) sick leave days per year.
3. At the discretion of the General Manager, sick leave may be used in the event of the death of an Immediate Family member, but not to exceed six (6) sick leave days.

12.3 In cases of injury covered under the Maine Workers' Compensation Act, an Employee will receive from his accumulated sick leave the difference between the amount of his Regular Pay and the amount received as workers' compensation. The difference shall be charged

on a pro rata basis to the Employee's accumulated sick leave and shall cease when the Employee's sick leave is exhausted. An Employee shall refund to **ecomaine** any payments received in excess of those permitted herein.

12.4 In December of each year, Employees with sufficient accumulated sick leave account balances may select one of the following two options:

Employees with more than 500 hours in their accumulated sick leave account may elect to have up to ninety-six (96) hours of accumulated sick leave bought out and receive 60 % of the value of the sick leave, before taxes, provided the Employee's accumulated sick leave balance remains greater than 500 hours after the buyout of sick leave.

Employees with more than 1,000 hours in their accumulated sick leave account may elect to have up to one hundred ninety-six (196) hours of accumulated sick leave bought put and receive 60% of the value of the sick leave, before taxes.

Payment under either option will be made in the following January.

12.5 Employees who terminate service with **ecomaine** in "good standing" shall be entitled to ~~reimbursement of payment for all~~ unused sick leave up to a maximum of ~~260-300~~ hours ~~and receive at~~ 100% of the ~~value employee's rate of pay as of separation~~ before taxes-. After being ~~reimbursed-paid~~ for the first ~~260-300~~ hours, employees with remaining accumulated sick leave balances may ~~elect to have up to receive up to 50% of~~ an additional ~~400-240~~ hours of accumulated ~~sick time bought out and receive 60% of the value of the~~ sick leave, before taxes.

12.6 "Good standing" is defined as termination of employment with **ecomaine** following two calendar weeks' written notice prior to the actual date of termination, following proper return of all equipment belonging to **ecomaine** and submit to any required exit physical exam pursuant to Article 22.4.

12.7 Disciplinary action for abuse of sick leave may be taken in accordance with Article 19.

13. BEREAVEMENT LEAVE

An Employee shall be allowed up to three (3) days leave, with pay, because of absence resulting from a death in the Employee's Immediate Family. After notification to their supervisor, Employees shall be excused from work for up to one (1) day for attendance at the funeral of relatives not included in their Immediate Family. The Employee shall be paid his/her regular rate of pay.

14. JURY/WITNESS DUTY LEAVE

**ecomaine** shall pay an Employee called for jury duty or subpoenaed as a witness to a case (wherein the Employee is not a plaintiff or defendant in the case) the difference between the number of hours of work missed times their Regular Pay and the juror's pay or witness fee upon presentation of evidence of payment received. Employees are expected to be at work on a day they are not needed in court. When Employees are released early from court, they may be required to report for work, if they are available to work two (2) hours or more of their schedule for that day. Employees must call their Supervisor daily to advise them of their court schedule.

15. RESERVE SERVICE LEAVE

Employees who are members of the organized military reserves, and who are required to perform field duty, will be granted reserve service leave, in addition to vacation leave, but such reserve service leave shall not exceed two (2) weeks in any calendar year. For any such period of reserve service leave, **ecomaine** will pay the Employee the difference between gross pay received for such field duty and the Employee's Regular Pay, provided that the sum of both payments shall not exceed the Regular Pay of the Employee during the period of leave. The Employee using reserve service leave shall furnish the General Manager with an official statement of pay received for reserve service.

16. LEAVE WITHOUT PAY

An Employee may be granted a leave of absence without pay for up to five (5) days, in writing, by a Director with the approval of the Director of Finance and Administration. Any Employee requesting a leave of absence must submit the request, in writing, to the Director of his/her department stating the anticipated length of the leave of absence and the reason for the leave. Requests for a leave exceeding five (5) days may be granted only by the General Manager and such written requests must be submitted to him/her. Requests to the General Manager will be for a period deemed necessary by the Employee for the purpose of the leave, but will not exceed ninety (90) days for each such period of leave. Each such request will be reviewed individually and will be granted only when the Director of the department, the Director of Finance and Administration and General Manager, in their sole discretion, determine that such leave would not adversely affect **ecomaine**.

17. HOLIDAYS

17.1 Employees shall have the following paid holidays: New Year's Day, Martin Luther King Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and one floating holiday to be used with the prior approval of the Supervisor. Maintenance employees shall be entitled to exchange New Year's Day for one floater holiday.

**Commented [AT19]:** Define which positions fall in this category.

17.2 All Employees shall receive the number of hours normally scheduled to work at Regular Pay for a holiday. If an Employee is out sick on an unexcused absence the day before and/or the day after a holiday, the Employee is not entitled to receive holiday pay.

17.3 If a holiday falls on a Saturday, the preceding Friday shall be the observed holiday, and if the holiday falls on a Sunday, the following Monday shall be the observed holiday, except for the floating holiday. In the case of Employees who are normally scheduled to work on the calendar date of a holiday, but are allowed by **ecomaine** to have the holiday off, the day off will be the calendar date rather than the observed date and the Employee will receive holiday pay for the calendar date only.

17.4 Any Employee who is required to work on a holiday during his/her Work Week will be paid his/her Regular Pay and an additional time and one-half for Hours Worked on the holiday. If the calendar date and the observed date of a holiday do not fall on the same date, Employees who work on both the calendar date and the observed date of the holiday shall receive the additional time and one-half for Hours Worked on only the calendar date of the holiday. Employees who work the calendar date and who are off on the observed date shall be paid an additional time and one-half for Hours Worked on the calendar date only. Employees who are off on the calendar date and who work on the observed date shall be paid an additional time and one-half for Hours Worked on the observed date only. Hours worked on the days referred to in this Section shall be calculated on the basis of hours worked from 0600 hrs. to 0559 hrs.

18. VACATION LEAVE

18.1 After six (6) months of Service, Employees shall be granted vacation leave with pay in accordance with the following schedule with vacation time to be granted on July 1st for time to be used in the ensuing year.

<u>Length of Service</u>	<u>Vacation Leave</u>
6 months – 5 years	80 hours
5 years – 10 years	120 hours
10 years – 20 years	160 hours
Over 20 years	200 hours

New Employees will be granted, on a pro-rata basis, for leave earned between 6 months and the first July 1st following their date of hire. This grant will occur on the 1st day of the seventh month of employment.

18.2 All vacation time shall be taken in increments of not less than one work day. Vacation usage of single days shall be limited to four (4) days per year for Employees assigned to ten (10) or twelve (12) hour schedules and ~~five-six (65)~~ days per year for Employees assigned to eight (8) hour schedules (Schedule #7 and Schedule #15 as shown on Appendix B). Those Employees who work a mix of eight (8) and ten (10) hour schedules shall be considered to work ten (10) hour schedules for purposes of this section. Employees who assigned to ten (10) or twelve (12) hour schedules who have been employed by ecomaine for less than five (5) years and accrue vacation of eighty (80) hours shall be permitted to use one (1) additional single day of vacation until they reach five (5) years of service and begin accruing more than eighty (80) hours of vacation leave. For emergency purposes, **ecomaine** may allow usage of vacation time in increments of as little as one (1) hour. For purposes of this section, usage of a single vacation day on a holiday shall count toward the four (4) or five (5) days of single vacation day usage. Employees will be able to use up to two of their allowed usage of single vacation days in half day increments annually, with 24 hours' notice, provided there is adequate staffing in the plant and Employees will not be compelled to cover the time.

18.3 The month in which employment begins or ends will be counted as a month of Service if the employment begins before the 16th or ends after the 15th day of the month.

18.4 Requests for vacation leave submitted prior to April 1st, immediately preceding each vacation year, shall be granted on the basis of Job Seniority. After April 1, requests for vacation leave must be submitted with a minimum of two (2) week's prior notice and such requests shall be considered on a first come first serve basis.

18.5 When a holiday falls within an Employee's vacation leave, the Employee shall not be charged vacation leave for that day, provided it is a day that the employee was scheduled to work.

18.6 **ecomaine** reserves the right to make changes or adjustments in vacation schedules where necessary for the efficient operation of **ecomaine**, provided that the Employee is reimbursed for all non-refundable deposits, late cancellation fees and all penalties he/she may have incurred as a result of cancellation of reservations and that he/she be granted an alternative vacation. In order to receive such reimbursement, the Employee must provide **ecomaine** with documentation of such expenses.

18.7 Employees who leave employment with **ecomaine**, after being granted an advance for vacation leave will be entitled to be paid for only those hours earned based on the date of termination and the pro-rata share earned. Appropriate pay will be withheld for leave taken but not earned.

18.8 ~~Employees must utilize a minimum of eighty (80) hours vacation leave each year if they have accrued such leave, except for an Employee in his/her first full year of employment who must utilize forty (40) hours of vacation leave. If an Employee has not utilized the minimum vacation leave or scheduled said leave by April 1 of each year, then the employer will assign said vacation time to said Employee.~~ Employees may cash in unused vacation time hours accrued as

of June 30<sup>th</sup> each calendar year, up to a maximum of 80 hours, upon request by submitting a form as may be required by ecomaine no later than July 7<sup>th</sup> of each calendar year.<sup>18</sup>

18.9 Employees may accrue vacation leave up to a maximum of two times their annual vacation allowance.

18.10 Employees will not be authorized more than two (2) consecutive weeks of vacation during June, July, August or November, without approval of a Director.

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<sup>18</sup> See letter dated January 12, 2010.

19. DISCIPLINE

19.1 **ecomaine** may take appropriate disciplinary action for just cause including, but not limited to, written warning, suspension or dismissal.

19.2 A copy or notification of any disciplinary action taken shall be delivered to the Employee and the Union and shall be placed in the Employee's personnel file.

19.3 The parties agree that all discipline imposed during the previous contract term shall be reviewed to determine whether it should be removed from the file; provided, however, such review will occur only upon the request of the affected Employee. Employees may request the removal of discipline related documents from their personnel file within 60 days from the date of the Agreement. Within 60 days thereafter, management will respond with its decision on each item requested. The Union will provide a signed authorization from the Employee to **ecomaine** prior to any such review.

19.4 Suspensions, except in cases which pose an immediate threat to **ecomaine's** operation, will be served only after Grievance Committee review, provided the Grievance Committee has scheduled a meeting within 20 working days from the date of notice. If the Grievance Committee has not scheduled a meeting within the 20 days, the suspension will be served, and the Grievance Committee will review the matter afterwards.

**Commented [AT20]:** Ecomaine has agreed to remove discipline for Mechanick. Will not expunge discipline for Gerrish and Rench. Two other employees (Newell and Harless have left employment).

20. TRAINING

20.1 **ecomaine** shall provide reimbursement to Employees for courses which are work-related or lead to certification as a licensed High Pressure Boiler Operator or Engineer.

20.2 **ecomaine** will reimburse Employees for tuition, books and supplies as follows:

- |    |                     |              |
|----|---------------------|--------------|
| 1. | Grade of A or B     | 100% of cost |
| 2. | Grade of C          | 75% of cost  |
| 3. | Grade of D or lower | None         |

20.3 To receive reimbursement, the Employee must (1) have prior written approval of the course(s) by the General Manager; (2) complete the course(s) with a grade of C or higher; (3) deliver to the General Manager the official transcript of the course(s) and grade(s) and a receipted Bursar's bill within thirty (30) days after issuance of final grades.

21. SAFETY

21.1 Each Employee shall use good safety practices while employed at **ecomaine**. All Employees are required to comply with the procedures and directives contained in the **ecomaine** Safety Programs, copies of which will be provided to each Employee and all Employees are required to comply with the procedures and directives promulgated jointly by the safety committee and management.

21.2 Employees shall report any accident to their immediate supervisor within twenty-four (24) hours and shall fill out an accident form.

21.3 **ecomaine** will make reasonable provisions for the safety and health of its Employees during their hours of employment as required by state and federal regulations.

21.4 **ecomaine** may implement a random drug and alcohol testing plan for Employees who are not tested pursuant to federal law as CDL employees provided that the testing is conducted under the same terms and conditions as testing for CDL employees. **ecomaine** may begin such testing only when it implements a random drug and alcohol testing plan for all employees, excluding those employees whose regular assignment is primarily in an office setting. The testing plan for employees not covered by this Agreement need not be the same as the plan for Employees subject to this Agreement, but it must be a *bona fide* random drug and alcohol testing plan.

22. PHYSICAL EXAMS

22.1 **ecomaine** may require an Employee to furnish a certificate from a physician selected by **ecomaine**, at the cost of **ecomaine**, attesting to the Employee's ability to perform the duties of the Employee's assigned position in the event that the Employee is involved in an accident at the Plant.

22.2 **ecomaine** may require a physical examination in cases where an Employee is returning from a disability, injury or illness. Such an exam shall be conducted prior to returning to work and shall be limited to the injury or illness directly causing the disability.

22.3 **ecomaine** will provide respiratory examinations, including spirometer tests, at least once every three (3) years.

22.4 **ecomaine** may require exit physical examinations for those Employees who are leaving employment with **ecomaine**. Submitting to such exams will be considered part of leaving in "good standing" and refusal may result in loss of termination pay.

23. WORK RULES

23.1 The Union acknowledges the right of **ecomaine** to promulgate and post reasonable rules and regulations governing the conduct of its Employees as are not specifically inconsistent with the provisions of this Agreement.

23.2 Employees will comply with all such existing rules which are not in conflict with the terms of this Agreement.

24. MANAGEMENT RIGHTS

The Union agrees that **ecomaine** has and will continue to retain the sole and exclusive right to manage its operations, unless specifically abridged, modified or delegated by the provisions of this Agreement.

25. WORK STOPPAGE AND SLOWDOWN

25.1 Employees, the Union and its officers at all levels agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

25.2 In the event Employees participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the Employees to return to their normal duties.

26. CONSTRUCTION

Whenever the masculine gender appears in this Agreement it shall also include the feminine gender. Words of the singular number may include the plural; and words of the plural number may include the singular.

27. SEVERABILITY

If any provisions of these principles and procedures or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provisions or applications of these principles and procedures.

28. PENSION / RETIREMENT

**ecomaine** shall contribute an amount equal to 5.25% of compensation received for Hours Worked of each Employee to the Union's Central Pension Fund effective upon ratification of this Agreement. ~~Effective January 1, 2007 the contribution rate will be 5.25%.~~ In addition to ecomaine's contribution to the pension fund, ecomaine shall contribute 0.25% to a 401 (a) deferred compensation plan upon ratification of this Agreement and subject to any time period necessary to complete enrollment for Union members.

29. SHOP STEWARD

29.1 The Union shall appoint a Shop Steward and may appoint an Assistant Shop Steward, whose duties it shall be to represent the Employees in those matters pertaining to the application and administration of this Agreement and in the handling of grievances in accordance with the procedure as set forth in this Agreement.

29.2 The Steward shall in no way interfere with the operation of **ecomaine**'s business, nor shall he/she have any authority to alter, amend, violate or otherwise change any part of this Agreement.

29.3 The Union shall notify **ecomaine** in writing of its selection of a Shop Steward, as well as any subsequent change of a Shop Steward.

29.4 The Shop Steward or the Assistant Shop Steward, shall be given reasonable time off for the purpose of handling those duties as outlined in Section 29.1 of this Article. The Shop Steward shall be able to attend meetings of either the executive board of Local 877 or Local 4 of the International Union of Operating Engineers, but not both. Permission for such time off shall not be unreasonably withheld.

30. MISCELLANEOUS

30.1 **ecomaine** shall reimburse Employees the cost of safety shoes that are approved by **ecomaine**, up to a maximum of ~~Two One~~ Hundred ~~Twenty Seven~~ Five Dollars (\$~~175~~225.00) per year, effective upon ratification of this Agreement.

30.2 **ecomaine** shall supply up to a maximum of ~~five-nine (59)~~ sets of uniforms for Operations and Recycling Employees and up to a maximum of ~~nine-eleven (119)~~ sets of uniforms for Maintenance Employees, nine (9) sets of uniforms for Landfill Employees, and four (4) sets of coveralls for all Employees. All Employees receiving such uniforms shall be required to wear such uniforms while working. **ecomaine** will launder uniforms as necessary.

**Commented [AT21]:** Define groups of employees - Maintenance, Operations and Recycling.

31. UNIT WORK & TEMPORARY EMPLOYEES

**Commented [AT22]:** Do we want to add a definition for Temporary Employees?

31.1 **ecomaine** shall not contract out work normally performed by the Employees at the Plant when such contracting-out would result in the layoff of an Employee. **ecomaine** may contract out work normally performed by the Employees at the Plant when **ecomaine** does not possess the tools or equipment necessary to perform the work or when no Employees possess the qualifications necessary to perform the work or when no Employees who possess such qualifications are available to perform the work at such times as the work is commenced. **ecomaine** may contract out all the work of all Employees at the Plant to successor employer(s), provided the successor employer(s) assumes the obligations set forth in this Agreement.

31.2 **ecomaine** may utilize the services of prisoners and/or employees of an employment agency to perform work at the recycling center. Said prisoners and employees of an employment agency may work at the **ecomaine** recycling center for more than six (6) months. This will not be considered to be the contracting out of unit work. Performance of services by a prisoner or employee of an employment agency at the recycling center will not result in the layoff of any **ecomaine** Employees at the recycling center. If overtime work becomes available, it will be offered first to the Recycling Sorter classification and **ecomaine** may then use prisoners and/or employment agency staff if additional help is needed. **ecomaine** reserves the right to reduce staff in the future if prisoners and employment agency staff are no longer being used.<sup>19</sup> **The Union** agrees that **ecomaine** shall not be required to fill one vacant Recycling Sorter position and may opt not to fill three Recycling Sorter positions as they become vacant, but may fill them with prisoners, temporary help or employees of an employment agency. The parties agree that should staffing requirements grow significantly in the future, **ecomaine** will discuss with the Union the nature of any additional positions that may be required.<sup>20</sup>

**Commented [AT23]:** I did not include item 3 or item 6 from the 03/02/06 Sidebar here. #3 was replaced by the 09/29/06 Sidebar and #6 seems no longer applicable. Please review 09/29/06 sidebar - are #2 and #3 still relevant?2

31.3 Temporary employees may be employed by **ecomaine** in the job classifications listed in Section 1.4 of this Agreement under in the following circumstances: 1.) A position that

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<sup>19</sup> See Sidebar Agreements dated March 2, 2006 September 29, 2006 and September 27, 2016.

<sup>20</sup> See Sidebar Agreement dated September 29, 2006.

remains vacant after posting and filling pursuant to Article 7 may be filled with a temporary employee for up to 180 days (six months) from the time the position becomes vacant; 2.) If after internal opportunities for current Employees to exercise their options under this Agreement to step-up to a higher-skilled / higher-paying job, the remaining position of an Employee who is on workers' compensation leave, family medical leave or long-term sick leave may be filled by temporary employees after fourteen (14) calendar days from the date the leave or absence began or sooner if the absence was known to ecomaine in advance, as in the case of scheduled surgery or severe injury on the job. When temporary employees are employed under either of the circumstances in this section, ecomaine will notify the Union of the position being filled and the name of the temporary employee. Temporary employees who fill positions under this section will be placed on the overtime list and will be subject to overtime under the same terms and conditions governing permanent Employees as outlined in Article 5. Temporary employees shall become permanent employees after six months of employment, except that ecomaine may continue to utilize the services of temporary employees to perform laborer duties at the ecomaine facilities for periods exceeding six months to the extent that they have done so historically or as outlined in the side agreements to the CBA. The pay rate for temporary employees shall be the same as the pay rates established in Appendix A of this Agreement for the applicable job classification. ecomaine will determine the benefits, if any, that will be provided to temporary employees, which benefits shall not exceed those set forth in this Agreement for permanent Employees in the same job classification. Temporary employees do not include casual laborers who perform unskilled manual labor that is supplemental.<sup>21</sup>

31.4 Employees may be required to work with and train students in trainee (co-op) programs. Such students will not be employed as to take work away from regular Employees, but may be used to fill-in for vacancies when qualified.<sup>22</sup>

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<sup>21</sup> See Sidebar Agreement dated March 14, 2011.

<sup>22</sup> See Sidebar Agreement dated March 14, 2011.

31.5 Temporary employees may be hired as hole watchers during shut-downs. Such temporary employees shall be paid not less than the ~~Equipment Operators~~ ~~HWTE Equipment Operator (CDL)~~ job classification pay rate as set forth in Appendix A. Regular Employees assigned as hole watchers shall be paid at the ~~WTE Equipment Operator (Non-CDL)~~ ~~Equipment Operator I~~ job classification pay rate as set forth in Appendix A, or their current pay rate, whichever is higher.<sup>23</sup>

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<sup>23</sup> See Sidebar Agreement dated March 14, 2011.

32. TERM

32.1 This Agreement shall be effective as of July 1, 2025 ~~July 1, 2015~~ and shall remain in full force and effect until ~~June 30, 2018~~ June 30, 2028.

32.2 This Agreement incorporates the entire understanding on all matters which were or could have been the subject of negotiations. During this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

32.3 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both **ecomaine** and the Union and endorsed in writing.

32.4 This contract shall be binding on any and all successors or assigns.

**ecomaine**

LOCAL 877 INTERNATIONAL UNION  
OF OPERATING ENGINEERS

By: \_\_\_\_\_ By: \_\_\_\_\_

LOCAL 4 INTERNATIONAL UNION  
OF OPERATING ENGINEERS

By: \_\_\_\_\_

[Appendix A – Hourly Pay Schedule](#)

[Appendix B – Work Schedules](#)

**APPENDIX A**  
**Collective Bargaining Agreement between ecomaine and Local 877 & Local 4, International Union of Operating Engineers**

**July 1, 2025 – June 30, 2028**

	<b>Current</b> <b>07/01/2024 to</b> <b>06/30/2025</b>	<b>YEAR 1</b> <b>07/01/2025 to</b> <b>06/30/2026</b>	<b>YEAR 2</b> <b>07/01/2026 to</b> <b>06/30/2027</b>	<b>YEAR 3</b> <b>07/01/2027 to</b> <b>06/30/2028</b>
Custodian	\$22.44	\$23.56 5.00%	\$24.50 4.00%	\$25.48 4.00%
Crane Operator <sup>1</sup>	\$31.72	\$32.99 4.00%	\$34.31 4.00%	\$35.51 3.50%
Electrician	\$45.78	\$47.61 4.00%	\$49.52 4.00%	\$51.25 3.50%
Electro-mechanical technician	\$40.67	\$42.30 4.00%	\$43.99 4.00%	\$45.53 3.50%
I&C Technician	\$45.78	\$47.61 4.00%	\$49.52 4.00%	\$51.25 3.50%
Landfill Operator	\$33.00	\$34.32 4.00%	\$35.69 4.00%	\$36.94 3.50%
Landfill Equipment Operator	\$29.65	\$31.13 5.00%	\$32.38 4.00%	\$33.67 4.00%
Landfill Laborer	\$22.44	\$23.56 5.00%	\$24.50 4.00%	\$25.48 4.00%
Lead Mechanic	\$42.02	\$43.70 4.00%	\$45.45 4.00%	\$47.04 3.50%
Lead Recycling Operator	\$31.24	\$32.49 4.00%	\$33.79 4.00%	\$34.97 3.50%
Mechanic	\$38.78	\$40.33 4.00%	\$41.94 4.00%	\$43.41 3.50%
Plant Operator	\$41.17	\$42.82 4.00%	\$44.53 4.00%	\$46.09 3.50%
Recycling Operator	\$25.03	\$26.28 5.00%	\$27.33 4.00%	\$28.43 4.00%
Recycling Operator CDL Driver	\$28.41	\$29.83 5.00%	\$31.02 4.00%	\$32.26 4.00%
Recycling Sorter	\$16.41	\$17.23 5.00%	\$17.92 4.00%	\$18.64 4.00%
Recycling Laborer	\$21.33	\$22.40 5.00%	\$23.29 4.00%	\$24.22 4.00%
Relief Operator	\$43.00	\$44.72 4.00%	\$46.51 4.00%	\$48.14 3.50%
Relief Operator II	\$35.65	\$37.08 4.00%	\$38.56 4.00%	\$39.91 3.50%
Scale Attendant	\$28.35	\$29.77 5.00%	\$30.96 4.00%	\$32.20 4.00%
Senior Warehouse & Procurement	\$33.80	\$35.15 4.00%	\$36.56 4.00%	\$37.84 3.50%
Tipping Hall Attendant	\$31.72	\$32.99 4.00%	\$34.31 4.00%	\$35.51 3.50%
Utility Operator <sup>2</sup>	\$35.65	\$37.08 4.00%	\$38.56 4.00%	\$39.91 3.50%
Warehouse and Procurement Specialist	\$31.35	\$32.60 4.00%	\$33.91 4.00%	\$35.09 3.50%
WTE Equipment Operator (Non CDL) <sup>5</sup>	\$28.35	\$29.77 5.00%	\$30.96 4.00%	\$32.20 4.00%
WTE Equipment Operator CDL Drivers <sup>3,4</sup>	\$31.72	\$32.99 4.00%	\$34.31 4.00%	\$35.51 3.50%
WTE Laborer	\$22.44	\$23.56 5.00%	\$24.50 4.00%	\$25.48 4.00%
Adjustment		4.00%	4.00%	3.50%
Average (Top and Bottom)	\$31.10	5.00%	\$ 33.72	4.00%

<sup>1</sup> The Crane Operator, when assigned to ash load out duties, shall receive an additional stipend of \$5.00 per hour for hours assigned to such duties.

<sup>2</sup> The Utility Operator, when assigned to ash load out duties, shall receive an additional stipend of \$5.00 per hour for hours assigned to such duties.

<sup>3</sup> See 03/18/22 Sidebar Agreement. Additionally, employees in this job classification who work night shift as of the July 1, 2024 and who have received the shift differential as outlined in Article 8.4 of the contract shall continue to receive a stipend of \$1.25 per hour when they are moved off night shift as outlined in Article 8.4.

<sup>4</sup> Regular Employees assigned as hole watchers shall be paid at the WTE Equipment Operator (Non-CDL) job classification pay rate, or their current pay rate, whichever is higher.

<sup>5</sup> Temporary employees hired as hole watchers during shut-downs shall be paid not less than the WTE Equipment Operator (CDL) job classification pay rate.

Appendix B  
**ecomaine**  
 Work Schedules  
 7/1/2025 - 06/30/2028  
 Page 2 of 2

#1	Plant Operator	Utility Operator	Crane Operator	WTE Equipment Operator/CDL Driver <sup>1</sup>	WTE Equipment Operator/Non CDL Driver
#2	Plant Operator	Utility Operator	Crane Operator	WTE Equipment Operator/CDL Driver <sup>1</sup>	WTE Equipment Operator/Non CDL Driver
#3	Plant Operator	Utility Operator	Crane Operator	WTE Equipment Operator/CDL Driver <sup>1</sup>	WTE Equipment Operator/Non CDL Driver
#4	Plant Operator	Utility Operator	Crane Operator	WTE Equipment Operator/CDL Driver <sup>1</sup>	WTE Equipment Operator/Non CDL Driver
#5	Tipping Hall Attendant				
#6	Tipping Hall Attendant				
#7	<del>Electrician</del>	Landfill Operator	Landfill Equipment Operator	Lead Recycling Operator	Electro-Mechanical Technician
#7	Senior Warehouse and purchasing Specialist	Warehouse and purchasing Specialist	Lead Mechanic	Landfill Laborer	Recycling Laborer <sup>2</sup>
#8	Mechanic	WTE Equipment Operator			
#9	Mechanic	WTE Equipment Operator			
#10	Mechanic	WTE Equipment Operator	Lead Mechanic		
#11	Mechanic		Lead Mechanic	WTE Equipment Operator	Mechanic(assigned to Recycling)
#12	I & C Technician	<del>Electrician</del>			
#13 <sup>3</sup>	<del>I &amp; C Technician</del>				
#14	Periodic crane maintenance				
#15	Custodian				
#16	Relief Operator	Relief Operator II			
#17					
#18	Recycling Sorter	Recycling Operator	Recycling Laborer		
#19	Recycling Sorter	Recycling Operator	Recycling Laborer		
#20	Recycling Sorter	Recycling Operator	Recycling Laborer	Lead Recycling Operator	
#21	Recycling Sorter	Recycling Operator	Recycling Laborer		
#22	Recycling Sorter	Recycling Operator	Recycling Laborer	Lead Recycling Operator	
#23					
#24	Scale House Attendant				
#25	Scale House Attendant				
#26					
#27	Scale House Attendant				

<sup>1</sup> See sidebar agreement dated March 18, 2022

<sup>2</sup> This schedule may be changed temporarily to meet the needs of ecomaine with 7 days' notice to the employees. See sidebar agreement dated September 27, 2016.

<sup>3</sup> Employee Tony Dickson is an I&C Technician who has been on schedule #13 and will remain on schedule #13 notwithstanding the changes to this scheduled negotiated by the parties effective July 1, 2025.

The schedule adjustments listed in the sidebar agreements dated April 8, 2005 and May 24, 2007 are no longer applicable.

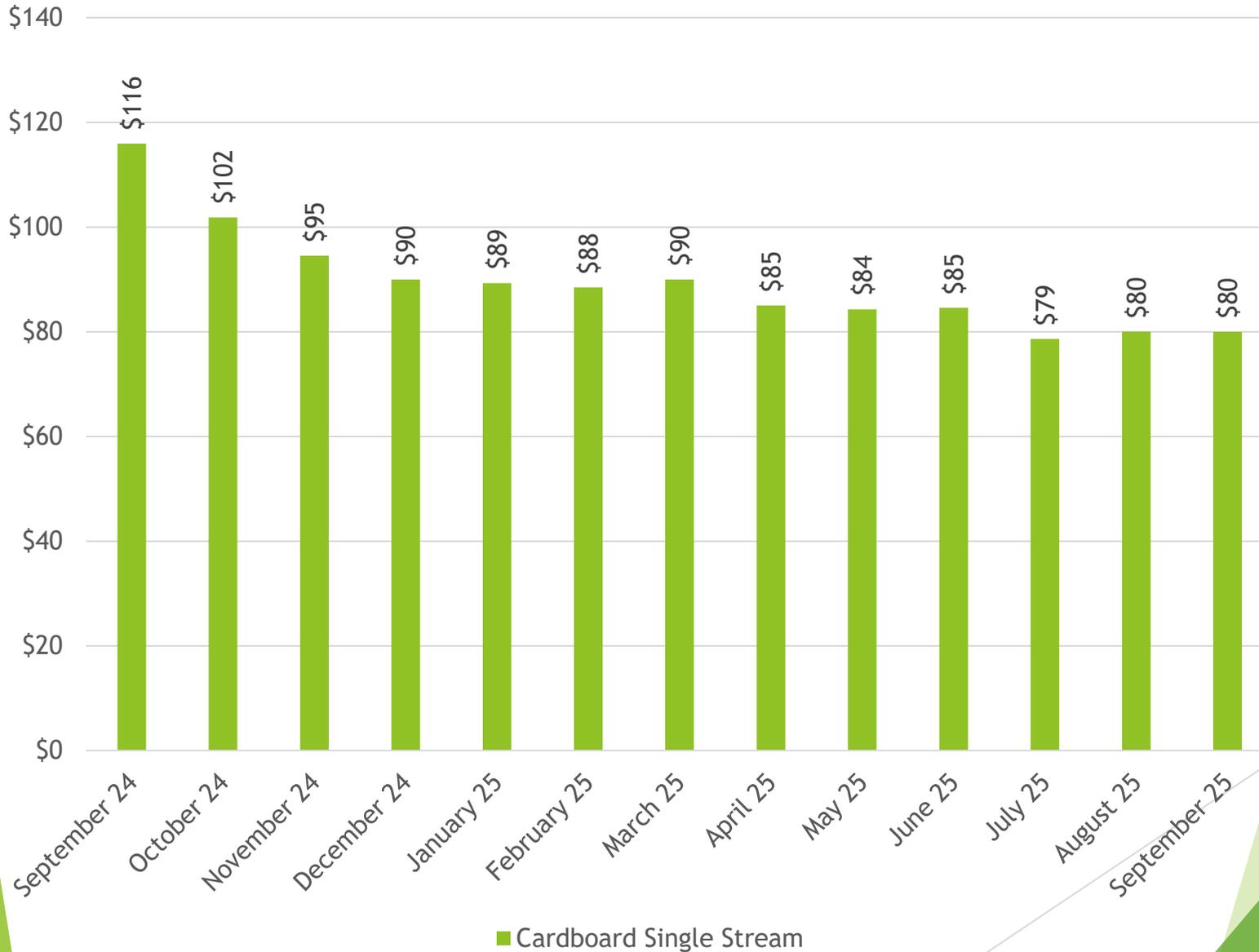
### Appendix C – Side Agreements

The following sidebar agreements have been removed from this appendix and have been incorporated into the Agreement as of July 1, 2025 as noted throughout:

- 10/05/99 – Articles 4.5 and 8.5
- 12/14/99 – Articles 5.4 and 6.2
- 02/02/00 – Articles 5.5, 5.6, 5.7
- 02/03/00 – Article 4.3
- 12/17/02 – Article 11.2
- 04/08/05 – Appendix B
- 03/02/06 – Article 31.2
- 09/29/06 – Article 31.2
- 05/24/07 – Appendix B
- 01/12/10 – Article 18.8
- 03/14/211 – Articles 31.3, 31.4, 31.5
- 10/01/13 – step up pay for maintenance supervisor
- 04/29/15 – Removed, no longer applicable
- HRA contributions (expired 06/30/21) - Article 10.1
- 02/09/16 – Removed, no longer applicable
- 09/27/16 – Article 31.2 and Appendix B
- 05/17/17 – Article 8.7
- 02/27/18 – Appendix A and B
- 01/18/19 – Removed, no longer applicable
- 05/15/19 – Article 1.4
- 05/15/19 – Article 8.7
- 07/08/21 (July 1, 2021 – June 30, 2023 CBA Extension) – wages and term only, CBA provisions not affected
- 03/18/22 (July 1, 2023 – June 30, 2024 CBA Extension) – wages and term only, CBA provisions not affected
- 03/18/22 – Appendix A and B
- 5/23/22 – Article 5.10
- 05/10/23 (July 1, 2023 – June 30, 2025 CBA Extension) – Article 1.4 and Appendix B

The parties agree to maintain a copy of the sidebar agreement dated March 18, 2022 included in this Appendix C until the duties and system of ash loading and hauling has been fully transitioned.

# Cardboard

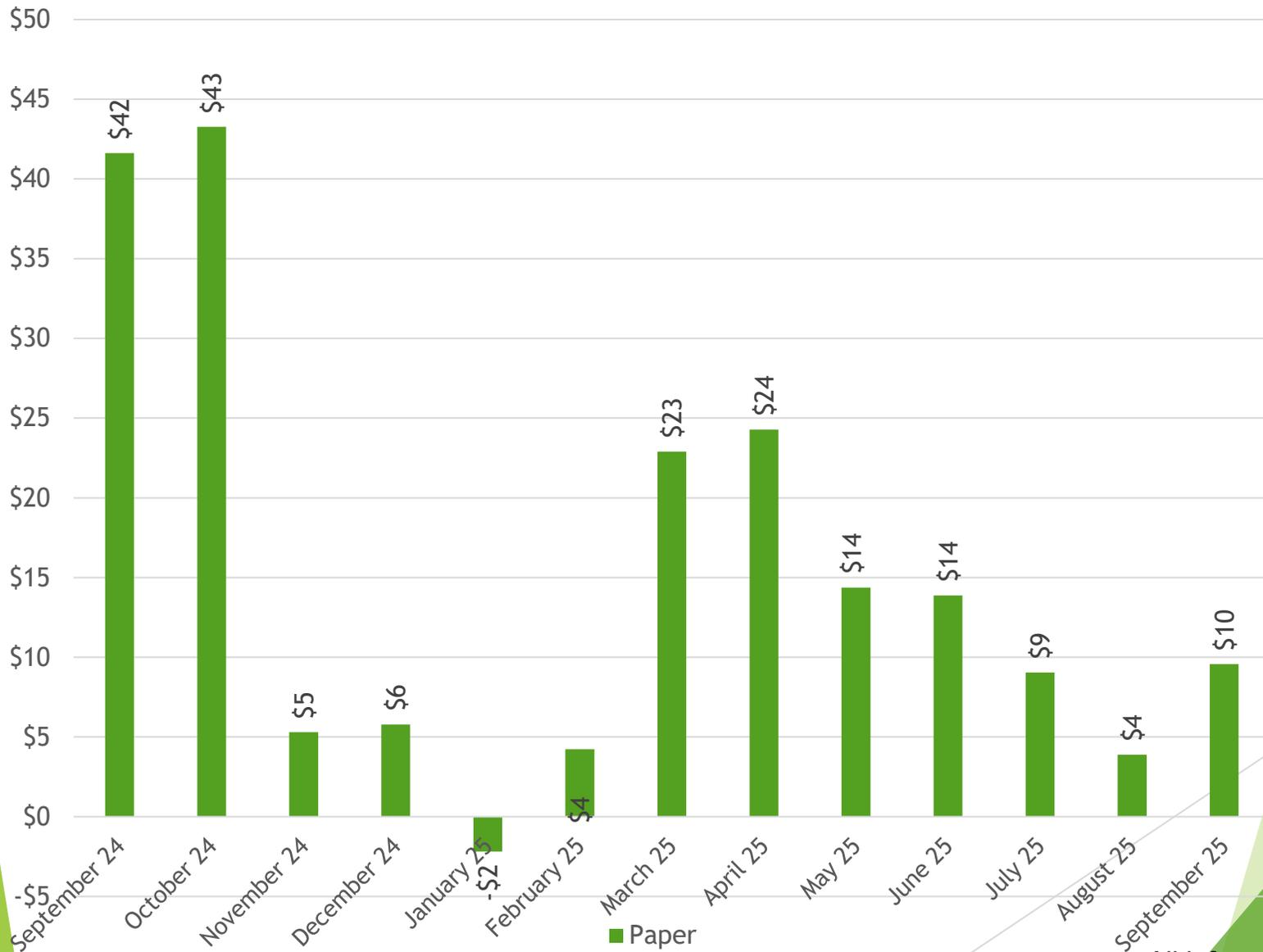


**Cardboard**  
**30.98%**  
**Decrease**  
(September'24 to  
September'25)

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

*All information property of ecomaine*

# Mixed Paper

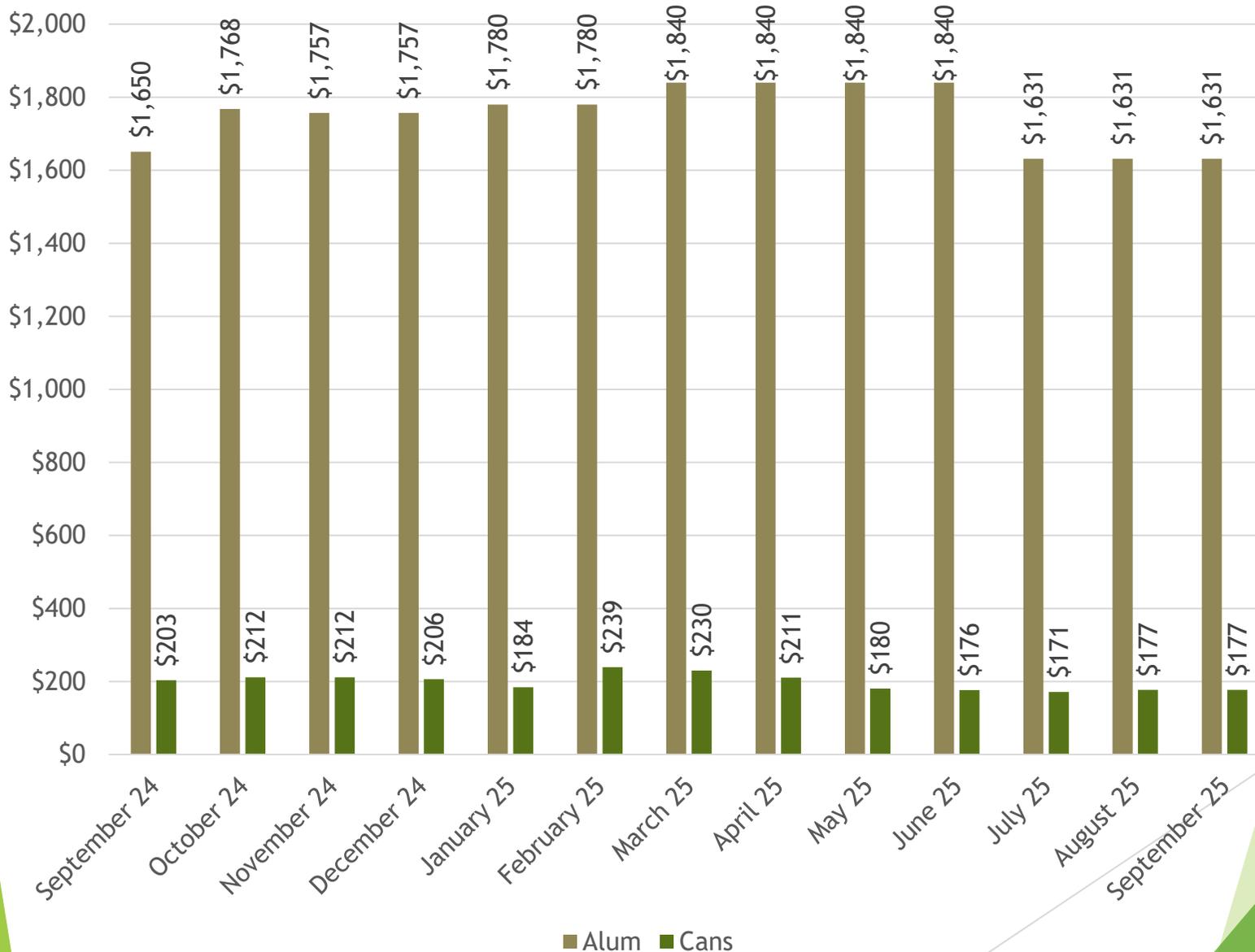


**Mixed paper**  
**77% Decrease**  
(September'24 to September'25)

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

All information property of ecomaine

# Metal



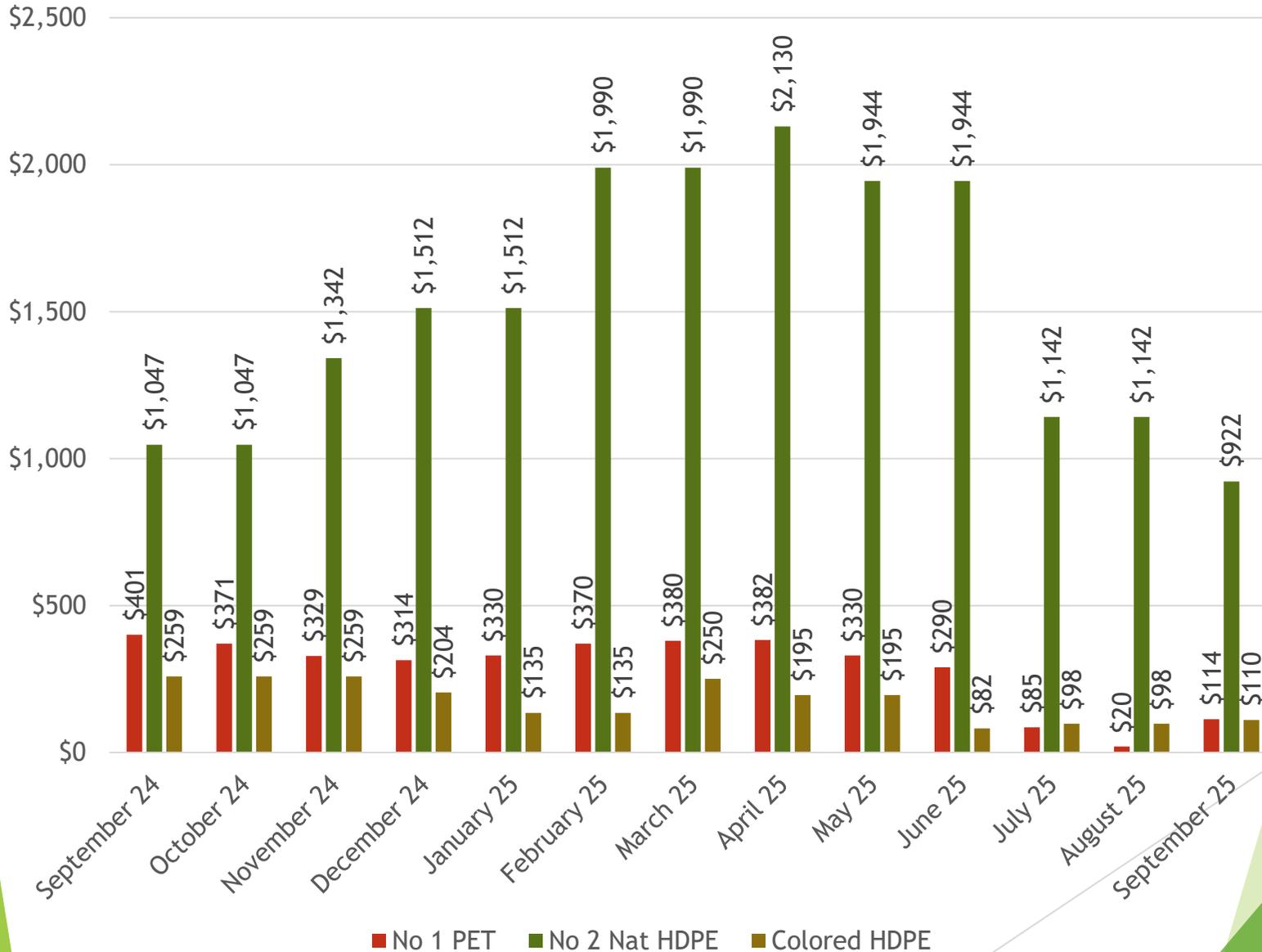
**Aluminum**  
**1.16%**  
**Decrease**  
 (September'24 to September'25)

**Cans**  
**12.95%**  
**Decrease**  
 (September'24 to September'25)

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

*All information property of ecomaine*

# Plastics



**No. 1 PET**  
**71.66%**  
**Decrease**  
 (September'24 to September'25)

**No. 2 Nat HDPE**  
**11.93%**  
**Decrease**  
 (September'24 to September'25)

**Colored HDPE**  
**57.43%**  
**Decrease**  
 (September'24 to September'25)

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

*All information property of ecomaine*

Financial Summary June, 2025 (FY2025)

Revenues Year-to-Date - Compared to Budget and Last Year						
	Compared to Budget			Compared to Prior Year		
	Revenue Year-to-Date	Units	Revenue \$/Units	Revenue Year-to-Date	Units	Revenue \$/Units
Owner	\$19,422	0%	0%	\$564,865	(1%)	12%
Associate	25,610	(1%)	3%	43,435	(2%)	5%
Contract	(192,327)	(10%)	1%	(126,203)	(10%)	5%
Commercial	667,276	3%	4%	476,527	1%	4%
Spot	(59,393)	(12%)	1%	(46,949)	(13%)	5%
Recycling	(346,964)	(8%)	38%	410,401	(3%)	27%
Electrical	639,275	3%	11%	431,809	2%	7%
Overall	\$798,599			\$1,794,344		

Cash Expenses Year-to-Date			
Expense	Status	% of Annual	
			-----Favorable -----
			*Recycling Wages and Benefits \$232k: vacancies
			*WTE Annual Maintenance \$164k: scope of work was reduced, shorter outage
			*WTE Electric \$156k: refund for overbilling prior years
			*Landfill Water/Sewer \$152k: limited rain events, repairs to rain tarps, lagoon management
			*WTE Water & Sewer \$57k: favorable usage
Total Departmental Costs*	(\$2,932)	100%	-----Unfavorable -----
			*WTE Waste disposal (\$1.04m): continued clean up of stored MSW inventory
			*WTE Major Repairs (\$222k): reclassification of capital projects to be expensed
			*WTE Replacement Spare Parts (\$125k): more usage during shutdown maintenance
			*WTE Chemicals Urea (\$48k): increased usage
			*Recycling Major Repairs (\$33k): john deere loader, fire suppression repairs

\*excluding contingency

EBITDA Comparison			
	Current	Budget	Prior Year
Balances as of 6/30/2025	\$7,971,851	\$3,785,936	\$8,441,769

Cash Position					
	Operations	Reserves	BAN	Notes	
Beginning Cash Balances	\$1,409,262	\$26,140,100	\$0		
Cash Generated	3,976,454	0	0		
Non-Operating Income	83,032	3,298,943	290,240		
Transfer to/from Reserves	2,250,000	(2,250,000)	0		
Capital Expenditures (Net Trade ins)	(855,051)	0	(11,230,065)		
Receipts from Financed Capital Leases/BAN	165,901	0	20,000,000		
Lease Payments	(2,303,018)	0	0		
Ending Cash Balances	4,726,570	27,189,052	9,060,175		

Average WTE Operations				
Month	Power Sold % Capacity	Average Boiler Availability %	Sales - MWHrs	Notes
May	89%	97%	7,979	
June	88%	94%	7,628	

Food Waste Year-to-Date Tonnage			
	Food Waste In	Food Waste Out	Food Waste Contaminates
Food Waste Tonnes	5,455	5,193	2,819

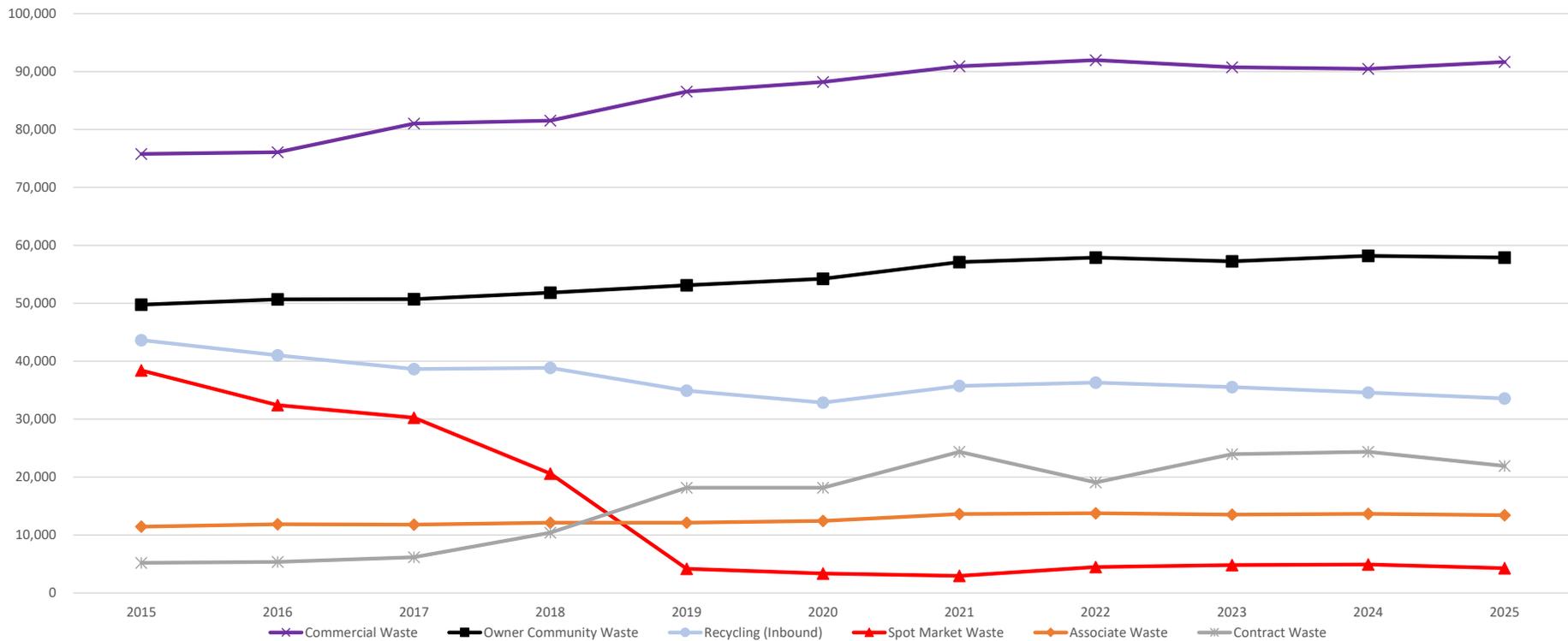
Recycling Markets						
Material	FY2023 YTD Average	FY2024 YTD Average	FY2025 YTD Average	Variance		Next Month Projected Prices
Cardboard	\$51	\$98	\$98	1%		\$79
Paper	-36	19	23	21%		15
Cans	171	230	209	(9%)		171
#2 Natural Plastic	1,290	641	1,481	131%		1,137
#2 Colored Plastic	308	400	203	(49%)		100
#1 PET Plastic	238	216	363	68%		85
Post Burn Metal	85	92	88	(4%)		78

# Attachment F2

ecomaine

## Incoming Tonnage Chart

Fiscal Year-to-Date Comparison as of June 30, 2025 (FY2025)



	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Change
<b>Owner Community Waste</b>	49,753	50,659	50,695	51,843	53,102	54,230	57,117	57,883	57,249	58,190	57,889	-0.5%
<b>Associate Waste</b>	11,439	11,863	11,798	12,136	12,138	12,444	13,621	13,763	13,526	13,644	13,435	-1.5%
<b>Contract Waste</b>	5,206	5,351	6,173	10,391	18,145	18,157	24,351	19,062	23,961	24,361	21,904	-10.1%
<b>Commercial Waste</b>	75,778	76,072	81,024	81,528	86,540	88,190	90,904	91,976	90,730	90,455	91,669	1.3%
<b>Spot Market Waste</b>	38,411	32,416	30,249	20,609	4,165	3,357	2,953	4,492	4,812	4,910	4,258	-13.3%
<b>Total Waste</b>	180,587	176,361	179,939	176,506	174,091	176,378	188,946	187,175	190,278	191,559	189,156	-1.3%
<b>Recycling (Inbound)</b>	43,642	41,011	38,638	38,861	34,932	32,855	35,755	36,321	35,539	34,598	33,583	-2.9%

# Attachment F3

ecomaine									
Statistical Data									
as of June 30, 2025 (FY2025)									
Category	Actual Year-to-Date			Year-to-Date FY2025				YTD vs Last YTD	
	2022	2023	2024	Actual	Budget	Variance Fav/(Unfav)		Variance Fav/(Unfav)	
						Units	%	Units	%
<b>MSW - Tons</b>									
Owner	57,883	57,249	58,190	57,889	57,785	104	0%	(301)	(1%)
Associate	13,763	13,526	13,644	13,435	13,602	(167)	(1%)	(209)	(2%)
Contract	19,062	23,961	24,361	21,904	24,337	(2,433)	(10%)	(2,457)	(10%)
Commercial	91,976	90,730	90,455	91,669	88,872	2,797	3%	1,214	1%
Spot	4,492	4,812	4,910	4,258	4,844	(585)	(12%)	(651)	(13%)
Total MSW	187,175	190,278	191,559	189,156	189,440	(284)	(0%)	(2,404)	(1%)
<b>Recycle - Tons</b>									
Inbound - MRF only	36,321	35,539	34,598	33,583	38,468	(4,886)	(13%)	(1,016)	(3%)
Outbound- Recycling (SS & SS)	32,590	31,796	29,926	28,977	31,492	(2,515)	(8%)	(949)	(3%)
Outbound- Loose Metal	233	274	226	228	247	(19)	(8%)	2	1%
Outbound- Post Burn	3,945	5,420	5,255	4,534	5,057	(523)	(10%)	(722)	(14%)
Outbound- Landfill Metal Mining	0	0	0	0	0	0	0%	0	0%
Outbound Total	36,536	37,216	35,181	33,511	36,549	(3,038)	(8%)	(1,671)	(5%)
<b>MSW - Revenue \$/Ton</b>									
Owner	\$76.53	\$79.35	\$87.45	\$97.66	\$97.50	0.16	0%	\$10.21	12%
Associate	92.39	99.48	102.10	106.92	103.73	3.19	3%	4.82	5%
Contract	78.15	84.96	86.36	90.28	89.16	1.12	1%	3.92	5%
Commercial	79.78	93.91	106.97	110.75	106.73	4.02	4%	3.78	4%
Spot	80.67	99.33	106.68	111.97	110.70	1.27	1%	5.29	5%
Total MSW	\$79.56	\$88.93	\$98.06	\$104.13	\$101.54	\$2.59	3%	\$6.07	6%
<b>Recycle - Revenue \$/Ton</b>									
All Revenue, net of rebates, per inbound tons	\$150.16	\$87.87	\$67.34	\$81.75				\$14.41	21%
All Revenue, net of rebates, per outbound tons	\$147.62	\$82.84	\$65.89	\$81.50				\$15.62	24%
S.S. Revenue, net of rebates, per inbound tons	\$130.91	\$75.34	\$76.23	\$93.02				\$16.79	22%
S.S. Revenue, net of rebates, per outbound tons	\$148.12	\$85.09	\$90.13	\$110.10				\$19.98	22%
S.S. Material Sold, per outbound tons	\$133.29	\$25.21	\$69.13	\$77.09				\$7.96	12%
All Recy. Material Sold, per outbound tons	\$137.45	\$29.80	\$73.13	\$79.80				\$6.67	9%
S.S. Average Commodity Revenue	\$106.57	\$10.20	\$44.08	\$48.73				\$4.65	11%
<b>Energy</b>									
MWH's Sold	63,229	63,120	87,794	89,716	86,912	2,804	3%	1,921	2%
\$/MWH	\$48.91	\$50.54	\$52.15	\$55.84	\$50.29	\$5.55	11%	\$3.70	7%
Steam Plant Capacity Factor %	82%	80%	85%	86%					
Average Boiler Availability %	87%	87%	92%	93%	94%				
Steam Plant Capacity Utilization %	94%	92%	92%	92%					
Power Capacity Factor %	60%	60%	82%	84%					
Power Sold - % of Capacity to Sell	60%	60%	83%	85%	82%				

**Steam Plant Capacity Factor %** - Steam from the two boilers as a % of the total unadjusted capacity (144,000 lbs./hour for time in period with no down time)

**Average Boiler Availability %** - Percent of hours that boilers are available to burn MSW during period - reflects time out of service for boilers due to equipment problems

**Steam Plant Capacity Utilization %** - Steam from the two boilers as a % of the adjusted capacity (144,000 lbs./hour for time in period less time not on MSW)

**Power Capacity Factor %** - Actual power produced (MWH's) by the turbine as a % of the rated capacity (14.1 MW's) for all hours in the period

**Power Sold - % of Capacity to Sell** - Power sold (MWH's) on grid as a % of the power available to sell (generation net of internal load -- 12.1 MW's) for the given time period

ecomaine							
Statement of Revenue & Expenses							
as of June 30, 2025 (FY2025)							
Category	Fiscal Year Actuals on 06/30			Current Year To Date			FY25 & FY24
	2022	2023	2024	Actual	Budget	Variance	Variance
<b>Operating Revenues</b>							
Owner Member Tipping Fees	\$4,429,645	\$4,542,522	\$5,088,564	\$5,653,429	\$5,634,006	\$19,422	\$564,865
Associate Member Tipping Fees	1,271,587	1,345,546	1,393,148	1,436,583	1,410,972	25,610	43,435
Contract Member Tipping Fees	1,489,673	2,035,747	2,103,672	1,977,468	2,169,795	(192,327)	(126,203)
Commercial Tipping Fees	7,338,081	8,520,627	9,675,595	10,152,122	9,484,846	667,276	476,527
Spot Market Tipping Fees	362,349	477,934	523,775	476,826	536,220	(59,393)	(46,949)
Electrical Power Revenues	3,092,833	3,190,379	4,578,128	5,009,938	4,370,663	639,275	431,809
Sales of Recycled Goods	5,026,538	1,464,222	2,697,045	2,752,145	2,643,190	108,955	55,101
Recycling Tipping Fees	1,324,897	1,759,927	1,906,841	2,262,141	2,718,060	(455,920)	355,300
Other Operating Income	124,008	124,983	176,814	217,273	171,573	45,699	40,459
<b>Total Operating Revenues</b>	<b>\$24,459,611</b>	<b>\$23,461,888</b>	<b>\$28,143,581</b>	<b>\$29,937,925</b>	<b>\$29,139,326</b>	<b>\$798,599</b>	<b>\$1,794,344</b>
<b>Operating Expenses</b>							
Administrative Expenses	3,153,566	3,459,347	3,799,661	4,528,859	4,654,115	125,256	(729,198)
Waste-to-Energy Expenses	13,071,729	14,894,533	13,040,461	14,870,836	13,915,550	(955,286)	(1,830,375)
Recycling Expenses	3,372,142	2,763,678	2,793,447	2,884,485	3,177,788	293,303	(91,037)
Recycling (90 Blueberry) Expenses	0	0	128,614	175,105	562,075	386,970	(46,491)
Transportation	0	0	676,484	715,575	792,073	76,497	(39,091)
Landfill Expenses	2,358,847	2,458,979	1,984,084	1,755,127	1,825,454	70,326	228,957
Contingency	0	251,090	7,736	88,235	250,000	161,765	(80,499)
<b>Total Operating Expenses</b>	<b>\$21,956,284</b>	<b>\$23,827,628</b>	<b>\$22,430,486</b>	<b>\$25,018,222</b>	<b>\$25,177,055</b>	<b>\$158,833</b>	<b>(\$2,587,736)</b>
<b>Net Operating Income</b>	<b>\$2,503,327</b>	<b>(\$365,740)</b>	<b>\$5,713,095</b>	<b>\$4,919,703</b>	<b>\$3,962,271</b>	<b>\$957,432</b>	<b>(\$793,392)</b>
<b>Non-Operating Income (Expense)</b>							
Non Investment Interest Income	25,993	39,545	55,096	83,032	50,296	32,735	27,936
Investment Income Net of Expenses	(2,124,762)	1,637,509	2,984,135	3,298,943	980,000	2,318,943	314,808
Interest/Debt Issuance Expense	(46,990)	(113,693)	(342,582)	(1,009,256)	(1,231,631)	222,375	(666,673)
Misc. Income / Expense	159,120	73,110	32,025	679,429	25,000	654,429	647,404
<b>Net Non-Operating</b>	<b>(\$1,986,639)</b>	<b>\$1,636,471</b>	<b>\$2,728,674</b>	<b>\$3,052,148</b>	<b>(\$176,335)</b>	<b>\$3,228,483</b>	<b>\$323,475</b>
<b>Net Income (EBITDA)</b>	<b>\$62</b>	<b>\$1,270,730</b>	<b>\$8,441,769</b>	<b>\$7,971,851</b>	<b>\$3,785,936</b>	<b>\$4,185,915</b>	<b>(\$469,918)</b>
Landfill closure & post-closure care costs	1,823,885	557,828	496,903	675,469	444,001	(231,467)	(178,566)
Post-retirement benefit - health Care	31,707	11,054	22,361	40,847	31,707	(9,140)	(18,486)
Depreciation & amortization	3,338,950	3,395,423	4,046,309	4,532,809	4,422,000	(110,809)	(486,500)
<b>Total Revenue Less Expenses</b>	<b>(\$4,677,854)</b>	<b>(\$2,693,575)</b>	<b>\$3,876,197</b>	<b>\$2,722,727</b>	<b>(\$1,111,772)</b>	<b>\$3,834,499</b>	<b>(\$1,153,470)</b>

Note: Budget column could change for some departments due to monthly allocation of expenses

Issue Date: 9/19/2025 1:29:28 PM DRAFT, Match with RKO DRAFT

Last Data Merge Date: 09/09/2025 04:26 PM

## Attachment F5

ecomaine						
Statement of Cash Balances						
as of June 30, 2025 (FY2025)						
Category	12 Month Actuals @ 6/30				Actual FY2025 @ 6/30/25	Budget FY2025 @ 6/30/25
	2021	2022	2023	2024		
Cash & Reserves - Beginning of Period	\$25,737,451	\$31,707,032	\$29,222,746	\$25,579,507	\$27,549,362	\$24,839,737
Cash Flows from Operating Activities:						
Net Operating Income	3,920,810	2,503,327	(365,740)	5,713,095	4,919,703	3,962,272
Other Working Capital Changes	(108,814)	802,908	(1,249,663)	(737,875)	(943,250)	0
Net Cash Provided by Operating Activities	<u>\$3,811,996</u>	<u>\$3,306,235</u>	<u>(\$1,615,404)</u>	<u>\$4,975,220</u>	<u>\$3,976,454</u>	<u>\$3,962,272</u>
Cash Flows from Capital and related Financing Activities:						
Payment of Interest	7,951	(46,990)	(113,693)	(342,582)	(1,009,256)	(1,231,631)
Repayment of Long-Term Debt	0	0	0	0	0	0
Receipts from Financed Capital Leases	0	2,028,640	3,774,620	2,063,221	165,901	35,500,000
Repayment of Capital Leases	0	(330,925)	(711,378)	(1,098,591)	(1,293,762)	(1,379,326)
Net Cash Used in Capital and related Financing	<u>\$7,951</u>	<u>\$1,650,726</u>	<u>\$2,949,549</u>	<u>\$622,048</u>	<u>(\$2,137,117)</u>	<u>\$32,889,043</u>
Cash Flows from Investing Activities:						
Receipts of Non Investment Interest	43,645	25,993	39,545	55,096	83,032	50,296
Investment Income Net of Expenses	4,948,004	(2,124,762)	1,637,509	2,984,135	3,298,943	980,000
Capital Expenditures	(2,842,016)	(5,486,822)	(6,703,848)	(6,678,553)	(1,461,551)	(38,834,100)
Receipt from Sale of Capital Assets & Other Activities	0	144,344	49,410	11,909	606,500	0
Net Cash Used in Investing Activities	<u>\$2,149,634</u>	<u>(\$7,441,247)</u>	<u>(\$4,977,384)</u>	<u>(\$3,627,413)</u>	<u>\$2,526,924</u>	<u>(\$37,803,804)</u>
Net Increase (Decrease) in Cash	5,969,581	(2,484,286)	(3,643,239)	1,969,855	4,366,260	(952,488)
Cash & Reserves - End of Period	<u><u>\$31,707,032</u></u>	<u><u>\$29,222,746</u></u>	<u><u>\$25,579,507</u></u>	<u><u>\$27,549,362</u></u>	<u><u>\$31,915,622</u></u>	<u><u>\$23,887,248</u></u>

Statement of Cash Balances						
Operating Cash Reserve	\$3,457,081	\$3,360,035	\$1,666,809	\$2,064,489	\$1,412,864	\$2,084,189
Short Term Cap Reserve	1,712,003	1,669,780	1,631,491	2,384,876	997,915	2,000,000
Long Term Cap Reserve	7,378,956	6,721,798	5,992,926	4,980,711	5,678,341	2,500,000
Discretionary Landfill Closure Reserve	14,530,682	13,214,926	14,310,380	16,391,117	18,767,269	15,597,556
Required Landfill Closure Reserve	314,497	301,917	304,360	318,908	332,663	326,618
Recycle Revenue & Cost Sharing Reserve	0	0	0	0	0	0
Operating Cash Account	4,313,814	3,954,290	1,673,541	1,409,262	4,726,570	1,378,885
Total	<u><u>\$31,707,032</u></u>	<u><u>\$29,222,746</u></u>	<u><u>\$25,579,507</u></u>	<u><u>\$27,549,362</u></u>	<u><u>\$31,915,622</u></u>	<u><u>\$23,887,248</u></u>

Summary Analysis of All Tons (Waste/Food Waste - Bulky - Recycle)

July 1, 2024 to June 30, 2025

Community	Waste/ Food Waste			Bulky/Other			Recycle		
	FY24	FY25	over/(under)	FY24	FY25	over/(under)	FY24	FY25	over/(under)
BRIDGTON	2,467	2,528	61	-	-	-	469	504	36
CAPE ELIZABETH	2,014	2,015	1	572	609	38	752	728	(24)
CASCO	1,003	882	(121)	-	-	-	186	157	(29)
CUMBERLAND	1,736	1,674	(62)	277	-	(277)	716	797	81
FALMOUTH	2,228	2,356	127	286	274	(12)	1285	1263	(22)
FREEMPORT	1,737	1,764	26	534	565	31	733	730	(3)
GORHAM	2,920	2,986	67	-	4	4	1349	1344	(5)
GRAY	2,943	2,926	(16)	-	-	-	-	-	-
HARRISON	1,053	1,076	23	-	-	-	177	174	(3)
HOLLIS	1,356	1,358	2	-	-	-	274	268	(6)
LIMINGTON	1,694	1,641	(53)	-	-	-	87	79	(8)
LYMAN	1,574	1,597	23	268	262	(6)	180	169	(11)
NORTH YARMOUTH	802	796	(6)	-	-	-	386	370	(16)
PORTLAND	9,451	9,139	(311)	-	-	-	4594	4374	(220)
POWELL	276	331	56	-	-	-	114	131	17
SANFORD	-	-	-	-	-	-	1296	1292	(4)
SCARBOROUGH	7,040	6,528	(512)	-	-	-	1917	1932	15
SHAPLEIGH	-	-	-	-	-	-	111	116	5
SOUTH PORTLAND	5,866	5,716	(150)	993	872	(120)	2132	1981	(151)
WATERBORO	2,418	2,491	73	1,158	1,077	(81)	352	359	7
WINDHAM	3,104	4,121	1,017	8	5	(3)	1307	1421	113
YARMOUTH	1,702	1,821	118	669	502	(167)	751	753	2
<b>Owner Member Total</b>	<b>53,382</b>	<b>53,744</b>	<b>362</b>	<b>4,765</b>	<b>4,170</b>	<b>(594)</b>	<b>19,168</b>	<b>18,942</b>	<b>(226)</b>
NAPLES	1,308	1,173	(135)	-	-	-	242	189	(54)
PARSONFIELD	765	762	(2)	4	13	8	89	87	(2)
SACO	5,853	5,813	(41)	-	-	-	1,655	1,729	74
STANDISH	3,402	3,350	(52)	181	170	(10)	417	419	2
TRI-TOWN (BALDWIN, HIRAM & PORTER)	1,971	2,006	35	161	149	(12)	172	169	(3)
BALDWIN	657	669	12	54	50	(4)	57	56	(1)
HIRAM	657	669	12	54	50	(4)	57	56	(1)
PORTER	657	669	12	54	50	(4)	57	56	(1)
<b>Associate Member Total</b>	<b>13,298</b>	<b>13,104</b>	<b>(195)</b>	<b>346</b>	<b>332</b>	<b>(14)</b>	<b>2,575</b>	<b>2,593</b>	<b>18</b>
ALFRED	952	340	(612)	-	-	-	171	70	(101)
ANDOVER	-	-	-	-	-	-	33	31	(2)
AUGUSTA	-	-	-	-	-	-	335	314	(21)
BROWNFIELD	631	656	25	-	-	-	87	91	4
BRUNSWICK	3,343	3,391	48	-	-	-	1,397	1,403	6
CHEBEAGUE ISLAND	215	192	(24)	-	-	-	57	61	4
CHELSEA	-	-	-	-	-	-	41	40	(2)
CORNISH	-	-	-	-	-	-	52	52	-
DENMARK	620	631	11	-	-	-	65	73	8
DM&J	-	-	-	-	-	-	583	632	48
ELIOT	470	444	(25)	341	319	(22)	-	-	-
FRYE ISLAND	139	135	(4)	-	-	-	38	28	(10)
FRYEBURG	-	-	-	-	-	-	218	218	-
GREENLAND, NH	-	-	-	-	-	-	309	300	(8)
KENNEBUNKPORT	-	-	-	-	-	-	363	97	(266)
KITTERY	1,553	1,420	(132)	-	-	-	-	-	-
LIMERICK	1,532	1,580	48	152	160	8	85	86	1
LIVERMORE FALLS	538	520	(18)	-	-	-	67	69	2
MAINE MEDICAL	-	-	-	-	-	-	215	268	53
MONMOUTH	-	-	-	-	-	-	231	207	(24)
MOUNT VERNON	-	-	-	-	-	-	78	76	(2)
NEWINGTON	-	-	-	-	-	-	69	64	(5)
NORTH HAVEN	-	-	-	-	-	-	66	53	(13)
OHSTT	3,001	2,969	(32)	-	-	-	221	217	(4)
OLD ORCHARD	-	-	-	-	-	-	759	761	2
OTISFIELD	-	-	-	-	-	-	70	77	7
READFIELD/WAYN	-	-	-	-	-	-	215	208	(7)
ROCKLAND	3,966	2,114	(1,852)	-	-	-	288	347	59
SANFORD	-	-	-	25	29	4	-	-	-
TRI-COUNTY	967	986	19	-	-	-	-	-	-
UNUM	-	-	-	-	-	-	22	23	2
USM GORHAM	-	-	-	-	-	-	26	19	(7)
USM PORTLAND	-	-	-	-	-	-	35	30	(5)
VINALHAVEN	-	-	-	-	-	-	136	136	1
WESTBROOK	4,804	4,852	48	-	-	-	1,477	1,395	(82)
WOOLWICH	1,112	1,157	45	-	-	-	189	182	(7)
YORK HOSPITAL	-	-	-	-	-	-	22	5	(17)
<b>Contract Member Total</b>	<b>23,842</b>	<b>21,386</b>	<b>(2,457)</b>	<b>518</b>	<b>508</b>	<b>(11)</b>	<b>8,021</b>	<b>7,634</b>	<b>(387)</b>
<b>Commercial Total</b>	<b>85,505</b>	<b>88,665</b>	<b>3,159</b>	<b>4,949</b>	<b>2,992</b>	<b>(1,957)</b>	<b>4,835</b>	<b>4,400</b>	<b>(435)</b>
<b>Spot Market Total</b>	<b>4,910</b>	<b>4,258</b>	<b>(651)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Community
<b>Grand Totals</b>

Waste/ Food Waste		
FY24	FY25	over/(under)
180,938	181,157	219

Bulky/Other		
FY24	FY25	over/(under)
10,578	8,002	(2,576)

Recycle		
FY24	FY25	over/(under)
34,598	33,569	(1,030)

Historical Generation Summary

Attachment F6

Month / Year	Facility Availability	On Peak KWHs	Off Peak KWHs	Total KWHs	On Peak Rate	Off Peak Rate	Electricity Revenues	ISONE Market Revenues
Mar-21	93%	3,637,068	4,018,641	7,655,709	\$0.03838	\$0.03223	\$347,538	\$348,376
Apr-21	79%	3,167,462	3,165,373	6,332,835	\$0.02977	\$0.02493	\$247,666	\$236,934
May-21	97%	3,558,279	4,299,048	7,857,327	\$0.02448	\$0.02018	\$252,146	\$271,143
Jun-21	99%	3,754,920	4,028,582	7,783,502	\$0.02671	\$0.02021	\$260,522	\$363,456
Jul-21	99%	3,525,061	4,092,697	7,617,758	\$0.03434	\$0.02439	\$295,638	\$353,895
Aug-21	99%	3,538,586	4,193,064	7,731,650	\$0.03284	\$0.02342	\$289,517	\$450,994
Sep-21	96%	3,272,074	4,011,355	7,283,429	\$0.02795	\$0.01973	\$244,362	\$411,685
Oct-21	89%	3,076,541	3,896,697	6,973,238	\$0.02736	\$0.02061	\$237,318	\$462,134
Nov-21	89%	3,071,082	3,754,222	6,825,304	\$0.03664	\$0.03030	\$296,374	\$453,836
Dec-21	97%	3,569,213	3,901,393	7,470,606	\$0.05091	\$0.04109	\$414,050	\$575,306
Jan-22	99%	3,246,438	4,011,852	7,258,290	\$0.06250	\$0.05177	\$481,992	\$1,132,385
Feb-22	100%	2,800,780	3,130,270	5,931,050	\$0.06020	\$0.04945	\$390,813	\$773,897
Mar-22	88%	2,894,187	3,243,794	6,137,981	\$0.04251	\$0.03402	\$301,421	\$455,995
Apr-22	49%	0	0	0	\$0.03023	\$0.02167	\$49,621	\$49,621
May-22	76%	0	0	0	\$0.02372	\$0.01818	\$49,621	\$49,621
Jun-22	66%	0	0	0	\$0.02619	\$0.01870	\$42,104	\$42,104
Jul-22	73%	0	0	0	\$0.03354	\$0.02288	\$42,104	\$42,104
Aug-22	69%	0	0	0	\$0.03208	\$0.02191	\$42,104	\$42,104
Sep-22	90%	0	0	0	\$0.02620	\$0.01847	\$42,104	\$42,104
Oct-22	70%	2,493,538	2,962,721	5,456,259	\$0.02537	\$0.01859	\$175,656	\$347,128
Nov-22	85%	3,153,079	3,462,983	6,616,062	\$0.03587	\$0.02736	\$268,645	\$494,326
Dec-22	96%	3,343,379	4,285,470	7,628,849	\$0.05136	\$0.03885	\$402,042	\$527,583
Jan-23	97%	3,343,000	4,304,067	7,647,067	\$0.06588	\$0.05442	\$518,354	\$441,880
Feb-23	100%	3,301,892	3,602,227	6,904,119	\$0.06357	\$0.05211	\$459,274	\$539,481
Mar-23	97%	3,651,344	3,779,512	7,430,856	\$0.05495	\$0.04392	\$444,741	\$335,746
Apr-23	77%	2,552,879	3,350,607	5,903,486	\$0.03631	\$0.02709	\$253,929	\$239,590
May-23	94%	3,572,163	4,200,070	7,772,233	\$0.03004	\$0.02110	\$275,739	\$269,228
Jun-23	99%	3,745,989	4,015,543	7,761,532	\$0.03178	\$0.02137	\$265,686	\$313,292
Jul-23	92%	2,878,886	4,263,236	7,142,122	\$0.04231	\$0.02850	\$301,038	\$338,568
Aug-23	98%	3,741,858	4,024,376	7,766,234	\$0.04036	\$0.02630	\$317,713	\$266,745
Sep-23	96%	3,080,842	4,162,602	7,243,444	\$0.03082	\$0.02064	\$239,104	\$265,036
Oct-23	75%	2,585,513	3,130,941	5,716,454	\$0.03121	\$0.02211	\$199,664	\$199,233
Nov-23	98%	3,638,161	4,400,318	8,038,479	\$0.04563	\$0.03475	\$380,275	\$374,895
Dec-23	98%	3,308,779	4,664,154	7,972,933	\$0.06618	\$0.05424	\$532,986	\$363,008
Jan-24	98%	3,631,689	4,112,841	7,744,530	\$0.09944	\$0.08915	\$787,680	\$587,204
Feb-24	98%	3,508,610	3,860,855	7,369,465	\$0.09421	\$0.08488	\$716,265	\$316,881

Historical Generation Summary

Month / Year	Facility Availability	On Peak KWHs	Off Peak KWHs	Total KWHs	On Peak Rate	Off Peak Rate	Electricity Revenues	ISONE Market Revenues
Mar-24	100%	3,362,900	4,205,474	7,568,374	\$0.05100	\$0.04046	\$400,666	\$238,505
Apr-24	69%	2,601,064	3,003,548	5,604,612	\$0.03358	\$0.02559	\$213,390	\$182,238
May-24	95%	3,724,181	4,432,706	8,156,887	\$0.02731	\$0.01934	\$249,383	\$278,020
Jun-24	93%	3,151,294	4,319,648	7,470,942	\$0.02905	\$0.01960	\$239,965	\$320,020
Jul-24	97%	3,668,426	4,277,693	7,946,119	\$0.03958	\$0.02674	\$325,712	\$425,049
Aug-24	98%	3,620,539	4,357,883	7,978,422	\$0.03763	\$0.02454	\$309,475	\$339,422
Sep-24	93%	3,528,850	4,140,053	7,668,903	\$0.02808	\$0.01888	\$241,999	\$307,364
Oct-24	79%	2,938,730	3,351,150	6,289,880	\$0.02848	\$0.02041	\$209,193	\$284,854
Nov-24	100%	3,656,135	4,704,678	8,360,813	\$0.04314	\$0.03314	\$381,095	\$407,336
Dec-24	99%	3,527,978	4,527,566	8,055,544	\$0.06273	\$0.05126	\$519,323	\$777,353
Jan-25	93%	3,544,785	3,993,861	7,538,646	\$0.09867	\$0.08862	\$751,968	\$1,037,136
Feb-25	100%	3,311,076	3,866,474	7,177,550	\$0.09344	\$0.08434	\$682,670	\$966,513
Mar-25	97%	3,455,233	4,390,343	7,845,576	\$0.05830	\$0.05096	\$505,743	\$445,560
Apr-25	70%	2,418,488	2,828,842	5,247,330	\$0.04388	\$0.03696	\$273,060	\$226,356
May-25	97%	3,470,137	4,508,625	7,978,762	\$0.04241	\$0.03435	\$383,543	\$329,982
Jun-25	94%	3,596,645	4,031,722	7,628,367	\$0.05314	\$0.03845	\$426,157	\$409,784
Total for contract period							\$16,979,149	\$19,753,009

# Attachment G1

## Financial Summary August, 2025 (FY2026)

Revenues Year-to-Date - Compared to Budget and Last Year						
	Compared to Budget			Compared to Prior Year		
	Revenue Year-to-Date	Units	Revenue \$/Units	Revenue Year-to-Date	Units	Revenue \$/Units
Owner	\$114,702	8%	1%	\$293,833	17%	9%
Associate	(10,637)	(4%)	1%	4,206	(5%)	7%
Contract	(197,818)	(36%)	4%	(1,825)	(14%)	15%
Commercial	44,920	(12%)	17%	4,537	(3%)	3%
Spot	26,325	23%	0%	38,593	30%	5%
Recycling	(106,198)	(8%)	(44%)	(159,864)	(7%)	31%
Electrical	69,319	7%	0%	416,458	(0%)	66%
Overall	(\$86,484)			\$600,943		

Cash Expenses Year-to-Date			
Expense	Status	% of Annual	
			-----Favorable -----
			*Transportation Waste disposal (\$236k): additional bypass requirements are needed
			*WTE Payroll & Benefits \$68K: vacant positions
			*Landfill Water/Sewer \$53k: lower than normal precipitation since July
			*WTE Food Waste Disposal \$29k: Timing of estimates vs actual invoices
			-----Unfavorable -----
			*Recycling Replacement Spare Parts (38k): unexpected belt work required
			*Landfill Building and Ground Maintenance (22k): Magnet job at ecomaine
Total Departmental Costs*	\$526,583	15%	

\*excluding contingency

EBITDA Comparison			
	Current	Budget	Prior Year
Balances as of 8/31/2025	\$3,208,706	\$1,347,431	\$2,320,986

Cash Position					
	Operations	Reserves	BAN	Notes	
Beginning Cash Balances	\$4,726,570	\$27,189,052	\$0		
Cash Generated	580,691	0	0		
Non-Operating Income	195,823	1,074,102	345,362		
Transfer to/from Reserves	0	0	0		
Capital Expenditures (Net Trade ins)	(1,239,753)	0	(11,377,823)		
Receipts from Financed Capital Leases/BAN	0	0	20,000,000		
Lease Payments	(30,764)	0	0		
Ending Cash Balances	4,232,568	28,263,154	8,967,539		

Average WTE Operations				
Month	Power Sold % Capacity	Average Boiler Availability %	Sales - MWHrs	Notes
July	89%	99%	8,029	
August	88%	97%	7,889	

Food Waste Year-to-Date Tonnage			
	Food Waste In	Food Waste Out	Food Waste Contaminates
Food Waste Tonnages	961	909	546

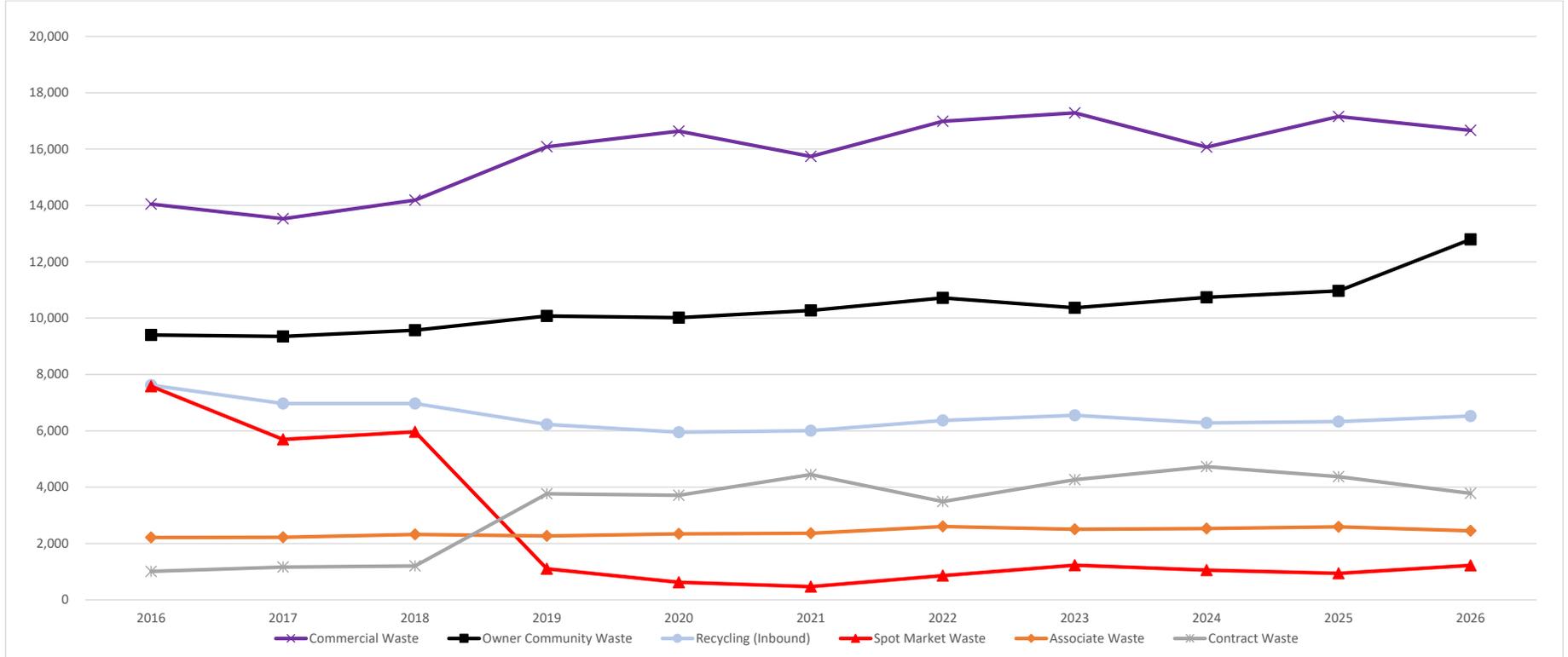
Recycling Markets						
Material	FY2024 YTD Average	FY2025 YTD Average	FY2026 YTD Average	Variance		Next Month Projected Prices
Cardboard	\$66	\$125	\$79	(37%)		\$80
Paper	-15	51	7	(87%)		10
Cans	201	206	174	(15%)		177
#2 Natural Plastic	549	940	1,142	21%		922
#2 Colored Plastic	207	254	98	(61%)		110
#1 PET Plastic	61	411	53	(87%)		114
Post Burn Metal	78	79	81	2%		80

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# Attachment G2

ecomaine  
**Incoming Tonnage Chart**  
 Fiscal Year-to-Date Comparison as of August 31, 2025 (FY2026)



	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Change
<b>Owner Community Waste</b>	9,403	9,351	9,569	10,075	10,013	10,270	10,714	10,369	10,738	10,966	12,794	16.7%
<b>Associate Waste</b>	2,213	2,222	2,326	2,267	2,343	2,362	2,604	2,504	2,534	2,591	2,451	-5.4%
<b>Contract Waste</b>	1,012	1,165	1,203	3,764	3,715	4,446	3,489	4,262	4,728	4,372	3,777	-13.6%
<b>Commercial Waste</b>	14,048	13,528	14,189	16,081	16,636	15,740	16,984	17,285	16,068	17,157	16,660	-2.9%
<b>Spot Market Waste</b>	7,582	5,694	5,966	1,101	628	471	864	1,234	1,055	941	1,224	30.0%
<b>Total Waste</b>	34,258	31,961	33,253	33,289	33,335	33,289	34,655	35,655	35,122	36,027	36,906	2.4%
<b>Recycling (Inbound)</b>	7,622	6,970	6,970	6,230	5,951	6,005	6,368	6,553	6,282	6,331	6,521	3.0%

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# Attachment G3

ecomaine									
Statistical Data									
as of August 31, 2025 (FY2026)									
Category	Actual Year-to-Date			Year-to-Date FY2026				YTD vs Last YTD	
	2023	2024	2025	Actual	Budget	Variance Fav/(Unfav)		Variance Fav/(Unfav)	
						Units	%	Units	%
<b>MSW - Tons</b>									
Owner	10,369	10,738	10,966	12,794	11,835	959	8%	1,828	17%
Associate	2,504	2,534	2,591	2,451	2,563	(112)	(4%)	(140)	(5%)
Contract	4,262	4,728	4,372	3,777	5,900	(2,123)	(36%)	(594)	(14%)
Commercial	17,285	16,068	17,157	16,660	18,989	(2,329)	(12%)	(497)	(3%)
Spot	1,234	1,055	941	1,224	998	226	23%	283	30%
Total MSW	35,655	35,122	36,027	36,906	40,285	(3,379)	(8%)	879	2%
<b>Recycle - Tons</b>									
Inbound - MRF only	6,553	6,282	6,331	6,521	6,703	(182)	(3%)	190	3%
Outbound- Recycling (SS & SS)	5,539	5,206	5,531	5,126	5,601	(474)	(8%)	(405)	(7%)
Outbound- Loose Metal	68	32	43	45	38	8	21%	2	5%
Outbound- Post Burn	331	677	941	958	809	149	18%	17	2%
Outbound- Landfill Metal Mining	0	0	0	0	0	0	0%	0	0%
Outbound Total	5,870	5,884	6,472	6,084	6,410	(325)	(5%)	(388)	(6%)
<b>MSW - Revenue \$/Ton</b>									
Owner	\$79.99	\$88.00	\$99.69	\$108.41	\$107.50	0.91	1%	\$8.72	9%
Associate	98.91	102.87	101.22	108.73	108.15	0.58	1%	7.52	7%
Contract	85.09	86.93	89.78	103.42	99.74	3.68	4%	13.64	15%
Commercial	75.10	106.50	110.75	114.33	97.94	16.39	17%	3.58	3%
Spot	90.01	105.45	110.50	116.50	116.50	0.00	0%	6.00	5%
Total MSW	\$79.90	\$97.92	\$104.15	\$110.86	\$102.12	\$8.74	9%	\$6.71	6%
<b>Recycle - Revenue \$/Ton</b>									
All Revenue, net of rebates, per inbound tons	\$97.24	\$47.64	\$89.85	\$84.39				(\$5.46)	(6%)
All Revenue, net of rebates, per outbound tons	\$107.51	\$50.72	\$87.30	\$89.78				\$2.47	3%
S.S. Revenue, net of rebates, per inbound tons	\$85.79	\$53.99	\$101.31	\$95.61				(\$5.70)	(6%)
S.S. Revenue, net of rebates, per outbound tons	\$105.14	\$67.18	\$118.18	\$126.18				\$7.99	7%
S.S. Material Sold, per outbound tons	\$56.78	\$34.34	\$96.84	\$55.79				(\$41.05)	(42%)
All Recy. Material Sold, per outbound tons	\$66.03	\$38.81	\$100.56	\$59.29				(\$41.27)	(41%)
S.S. Average Commodity Revenue	\$36.80	\$13.00	\$67.89	\$24.50				(\$43.40)	(64%)
<b>Energy</b>									
MWH's Sold	0	14,908	15,925	15,918	14,886	1,032	7%	(7)	(0%)
\$/MWH	Turbine Outage	\$41.50	\$39.89	\$66.07	\$65.99	\$0.08	0%	\$26.18	66%
Steam Plant Capacity Factor %	67%	88%	91%	91%					
Average Boiler Availability %	71%	95%	97%	98%	95%				
Steam Plant Capacity Utilization %	94%	93%	93%	92%					
Power Capacity Factor %	0%	83%	88%	87%					
Power Sold - % of Capacity to Sell	0%	83%	88%	88%	82%				

**Steam Plant Capacity Factor %** - Steam from the two boilers as a % of the total unadjusted capacity (144,000 lbs./hour for time in period with no down time)

**Average Boiler Availability %** - Percent of hours that boilers are available to burn MSW during period - reflects time out of service for boilers due to equipment problems

**Steam Plant Capacity Utilization %** - Steam from the two boilers as a % of the adjusted capacity (144,000 lbs./hour for time in period less time not on MSW)

**Power Capacity Factor %** - Actual power produced (MWH's) by the turbine as a % of the rated capacity (14.1 MW's) for all hours in the period

**Power Sold - % of Capacity to Sell** - Power sold (MWH's) on grid as a % of the power available to sell (generation net of internal load -- 12.1 MW's) for the given time period

# Attachment G4

ecomaine							
Statement of Revenue & Expenses							
as of August 31, 2025 (FY2026)							
Category	Fiscal Year Actuals on 08/31			Current Year To Date			FY26 & FY25
	2023	2024	2025	Actual	Budget	Variance	Variance
<b>Operating Revenues</b>							
Owner Member Tipping Fees	\$829,446	\$944,963	\$1,093,135	\$1,386,967	\$1,272,265	\$114,702	\$293,833
Associate Member Tipping Fees	247,687	260,648	262,294	266,501	277,137	(10,637)	4,206
Contract Member Tipping Fees	362,697	411,041	392,488	390,662	588,480	(197,818)	(1,825)
Commercial Tipping Fees	1,298,017	1,711,215	1,900,142	1,904,678	1,859,758	44,920	4,537
Spot Market Tipping Fees	111,098	111,238	103,998	142,591	116,266	26,325	38,593
Electrical Power Revenues	84,208	618,750	635,188	1,051,646	982,327	69,319	416,458
Sales of Recycled Goods	418,112	260,062	638,239	387,409	471,002	(83,592)	(250,830)
Recycling Tipping Fees	292,467	340,614	422,080	513,045	535,651	(22,606)	90,966
Other Operating Income	32,216	23,057	23,018	28,023	55,121	(27,098)	5,005
<b>Total Operating Revenues</b>	<b>\$3,675,948</b>	<b>\$4,681,587</b>	<b>\$5,470,581</b>	<b>\$6,071,524</b>	<b>\$6,158,008</b>	<b>(\$86,484)</b>	<b>\$600,943</b>
<b>Operating Expenses</b>							
Administrative Expenses	634,917	594,306	776,550	720,145	797,719	77,574	56,405
Waste-to-Energy Expenses	3,007,663	1,824,318	2,090,805	1,890,318	2,074,966	184,649	200,487
Recycling Expenses	565,500	408,785	569,944	553,067	536,851	(16,216)	16,877
Recycling (90 Blueberry) Expenses	0	11,362	85,270	81,613	97,791	16,178	3,657
Transportation	0	95,132	108,749	577,138	819,228	242,090	(468,390)
Landfill Expenses	399,364	262,746	227,783	280,515	302,824	22,309	(52,732)
Contingency	0	0	1,800	175	58,333	58,158	1,625
<b>Total Operating Expenses</b>	<b>\$4,607,443</b>	<b>\$3,196,650</b>	<b>\$3,860,900</b>	<b>\$4,102,971</b>	<b>\$4,687,712</b>	<b>\$584,742</b>	<b>(\$242,071)</b>
<b>Net Operating Income</b>	<b>(\$931,495)</b>	<b>\$1,484,938</b>	<b>\$1,609,682</b>	<b>\$1,968,553</b>	<b>\$1,470,295</b>	<b>\$498,258</b>	<b>\$358,871</b>
<b>Non-Operating Income (Expense)</b>							
Non Investment Interest Income	7,281	7,550	5,430	195,823	10,042	185,782	190,393
Investment Income Net of Expenses	263,077	413,203	742,615	1,074,102	147,000	927,102	331,487
Interest/Debt Issuance Expense	(17,402)	(27,619)	(37,310)	(30,764)	(283,239)	252,476	6,547
Misc. Income	1,314	439	570	991	3,333	(2,342)	421
<b>Net Non-Operating</b>	<b>\$254,271</b>	<b>\$393,573</b>	<b>\$711,305</b>	<b>\$1,240,153</b>	<b>(\$122,864)</b>	<b>\$1,363,017</b>	<b>\$528,848</b>
<b>Net Income (EBITDA)</b>	<b>(\$677,224)</b>	<b>\$1,878,511</b>	<b>\$2,320,986</b>	<b>\$3,208,706</b>	<b>\$1,347,431</b>	<b>\$1,861,274</b>	<b>\$887,719</b>
Landfill closure & post-closure care costs	66,905	74,000	79,048	119,406	79,048	(40,358)	(40,358)
Post-retirement benefit - health Care	5,285	5,285	3,728	3,728	3,728	0	0
Depreciation & amortization	502,119	571,367	640,377	807,767	879,667	71,900	(167,389)
<b>Total Revenue Less Expenses</b>	<b>(\$1,251,532)</b>	<b>\$1,227,858</b>	<b>\$1,597,833</b>	<b>\$2,277,805</b>	<b>\$384,989</b>	<b>\$1,892,816</b>	<b>\$679,972</b>

Note: Budget column could change for some departments due to monthly allocation of expenses

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# Attachment G5

ecomaine						
Statement of Cash Balances						
as of August 31, 2025 (FY2026)						
Category	12 Month Actuals @ 6/30				Actual FY2026 @ 8/31/25	Budget FY2026 @ 6/30/26
	2022	2023	2024	2025		
Cash & Reserves - Beginning of Period	\$31,707,032	\$29,222,746	\$25,579,507	\$27,549,362	\$31,915,622	\$25,674,412
Cash Flows from Operating Activities:						
Net Operating Income	2,503,327	(365,740)	5,713,095	4,919,703	1,968,553	6,511,840
Other Working Capital Changes	802,908	(1,249,663)	(737,875)	(1,086,250)	(1,387,862)	0
Net Cash Provided by Operating Activities	<u>\$3,306,235</u>	<u>(\$1,615,404)</u>	<u>\$4,975,220</u>	<u>\$3,833,454</u>	<u>\$580,691</u>	<u>\$6,511,840</u>
Cash Flows from Capital and related Financing Activities:						
Payment of Interest	(46,990)	(113,693)	(342,582)	(866,256)	(30,764)	(1,699,435)
Repayment of Long-Term Debt	0	0	0	0	0	0
Receipts from Financed Capital Leases	2,028,640	3,774,620	2,063,221	165,901	0	6,400,000
Repayment of Capital Leases	(330,925)	(711,378)	(1,098,591)	(1,293,762)	0	(2,026,368)
Net Cash Used in Capital and related Financing	<u>\$1,650,726</u>	<u>\$2,949,549</u>	<u>\$622,048</u>	<u>(\$1,994,117)</u>	<u>(\$30,764)</u>	<u>\$2,674,197</u>
Cash Flows from Investing Activities:						
Receipts of Non Investment Interest	25,993	39,545	55,096	83,032	195,823	60,250
Investment Income Net of Expenses	(2,124,762)	1,637,509	2,984,135	3,298,943	1,074,102	882,000
Capital Expenditures	(5,486,822)	(6,703,848)	(6,678,553)	(1,461,551)	(1,240,558)	(10,101,150)
Receipt from Sale of Capital Assets	144,344	49,410	11,909	606,500	805	0
Net Cash Used in Investing Activities	<u>(\$7,441,247)</u>	<u>(\$4,977,384)</u>	<u>(\$3,627,413)</u>	<u>\$2,526,924</u>	<u>\$30,172</u>	<u>(\$9,158,900)</u>
Net Increase (Decrease) in Cash	(2,484,286)	(3,643,239)	1,969,855	4,366,260	580,100	27,137
Cash & Reserves - End of Period	<u>\$29,222,746</u>	<u>\$25,579,507</u>	<u>\$27,549,362</u>	<u>\$31,915,622</u>	<u>\$32,495,722</u>	<u>\$25,701,549</u>

Statement of Cash Balances						
Operating Cash Reserve	\$3,360,035	\$1,666,809	\$2,064,489	\$1,412,864	\$1,422,830	\$2,075,991
Short Term Cap Reserve	1,669,780	1,631,491	2,384,876	997,915	1,004,950	1,000,000
Long Term Cap Reserve	6,721,798	5,992,926	4,980,711	5,678,341	5,923,708	1,000,000
Discretionary Landfill Closure Reserve	13,214,926	14,310,380	16,391,117	18,767,269	19,576,769	18,874,287
Required Landfill Closure Reserve	301,917	304,360	318,908	332,663	0	325,334
Recycle Revenue & Cost Sharing Reserve	0	0	0	0	334,898	0
Operating Cash Account	3,954,290	1,673,541	1,409,262	4,726,570	4,232,568	2,425,938
Total	<u>\$29,222,746</u>	<u>\$25,579,507</u>	<u>\$27,549,362</u>	<u>\$31,915,622</u>	<u>\$32,495,722</u>	<u>\$25,701,549</u>

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Summary Analysis of All Tons (Waste/Food Waste - Bulky - Recycle)

July 1, 2024 to August 31, 2025

Community	Waste/ Food Waste			Bulky/Other			Recycle		
	FY24	FY25	over/(under)	FY24	FY25	over/(under)	FY24	FY25	over/(under)
BRIDGTON	3,041	3,115	74	-	-	-	591	609	18
BUXTON	-	483	483	-	-	-	-	36	36
CAPE ELIZABETH	2,404	2,377	(27)	688	671	(17)	885	850	(36)
CASCO	1,209	1,070	(139)	-	-	-	219	193	(26)
CUMBERLAND	2,045	1,952	(93)	277	-	(277)	849	921	72
FALMOUTH	2,660	2,806	146	340	320	(19)	1516	1463	(53)
FREEPORT	2,072	2,090	18	640	667	27	862	861	(1)
GORHAM	3,456	3,501	45	-	4	4	1574	1545	(29)
GRAY	3,503	3,431	(73)	-	-	-	-	-	-
HARRISON	1,290	1,303	13	-	-	-	216	215	-
HOLLIS	1,597	1,610	12	-	-	-	322	313	(9)
KENNEBUNK	-	531	531	-	-	-	-	217	217
LIMINGTON	1,983	1,928	(55)	-	-	-	103	97	(6)
LYMAN	1,887	1,920	33	321	311	(10)	214	199	(14)
NORTH BERWICK	-	96	96	-	-	-	-	34	34
NORTH YARMOUTH	948	932	(16)	-	-	-	446	435	(11)
PORTLAND	11,177	10,926	(251)	-	-	-	5386	5113	(273)
POWNAI	331	395	64	-	-	-	134	154	20
SANFORD	-	600	600	-	-	-	1518	1510	(8)
SCARBOROUGH	8,477	7,617	(859)	-	-	-	2277	2293	16
SHAPLEIGH	-	264	264	-	-	-	137	141	4
SOUTH BERWICK	-	130	130	-	-	-	-	48	48
SOUTH PORTLAND	6,882	6,763	(119)	1,181	1,047	(134)	2492	2336	(156)
WATERBORO	2,879	2,951	72	1,386	1,302	(84)	414	421	7
WINDHAM	3,691	4,947	1,256	9	8	(1)	1535	1682	146
YARMOUTH	1,989	2,082	94	745	568	(177)	883	870	(13)
<b>Owner Member Total</b>	<b>63,521</b>	<b>65,818</b>	<b>2,297</b>	<b>5,587</b>	<b>4,899</b>	<b>(687)</b>	<b>22,574</b>	<b>22,557</b>	<b>(17)</b>
NAPLES	1,585	1,422	(162)	-	-	-	286	235	(50)
PARSONFIELD	919	908	(10)	4	13	8	104	101	(3)
SACO	6,959	6,859	(99)	-	-	-	1,969	2,048	80
STANDISH	4,030	3,924	(106)	211	194	(16)	502	487	(14)
TRI-TOWN (BALDWIN, HIRAM & PORTER)	2,337	2,376	39	192	189	(3)	207	198	(9)
BALDWIN	779	792	13	64	63	(1)	69	66	(3)
HIRAM	779	792	13	64	63	(1)	69	66	(3)
PORTER	779	792	13	64	63	(1)	69	66	(3)
<b>Associate Member Total</b>	<b>15,829</b>	<b>15,490</b>	<b>(338)</b>	<b>407</b>	<b>396</b>	<b>(11)</b>	<b>3,068</b>	<b>3,071</b>	<b>3</b>
ALFRED	1,134	340	(795)	-	-	-	198	70	(128)
ANDOVER	-	-	-	-	-	-	36	38	2
AUGUSTA	-	-	-	-	-	-	393	374	(20)
BATH RECYCLING	-	-	-	-	-	-	-	73	73
BROWNFIELD	769	807	38	-	-	-	107	106	(1)
BRUNSWICK	3,948	3,924	(24)	-	-	-	1,636	1,607	(29)
CHEBEAGUE ISLAND	275	254	(21)	-	-	-	80	73	(6)
CHELSEA	-	-	-	-	-	-	48	41	(7)
CORNISH	-	-	-	-	-	-	65	62	(3)
DENMARK	792	766	(26)	-	-	-	84	97	13
DM&J	-	-	-	-	-	-	683	766	84
ELIOT	547	519	(28)	410	359	(51)	-	-	-
FRYE ISLAND	220	225	6	-	-	-	54	37	(17)
FRYEBURG	-	-	-	-	-	-	257	267	10
GREENLAND, NH	-	-	-	-	-	-	362	352	(10)
KENNEBUNKPORT	-	-	-	-	-	-	459	203	(255)
KITTERY	1,822	1,433	(389)	-	-	-	-	-	-
LIMERICK	1,844	1,891	47	186	192	6	100	101	1
LIVERMORE FALLS	623	520	(103)	-	-	-	80	69	(11)
MAINE MEDICAL	-	-	-	-	-	-	257	316	59
MONMOUTH	-	-	-	-	-	-	272	220	(52)
MOUNT VERNON	-	-	-	-	-	-	92	94	2
NEWINGTON	-	-	-	-	-	-	80	78	(3)
NORTH HAVEN	-	-	-	-	-	-	82	68	(14)
OHSTT	3,576	3,539	(38)	-	-	-	266	269	3
OLD ORCHARD	-	-	-	-	-	-	943	964	21
OTISFIELD	-	-	-	-	-	-	86	93	7
READFIELD/WAYN	-	-	-	-	-	-	259	254	(5)
ROCKLAND	4,376	2,517	(1,858)	-	-	-	342	396	54
SANFORD	-	-	-	25	29	4	-	-	-
TOPSHAM RECYCLE	-	-	-	-	-	-	-	18	18
TOPSHAM WASTE	-	140	140	-	-	-	-	-	-
TRI-COUNTY	1,177	1,164	(12)	-	-	-	-	-	-
UNUM	-	-	-	-	-	-	24	27	3
USM GORHAM	-	-	-	-	-	-	29	26	(3)
USM PORTLAND	-	-	-	-	-	-	42	34	(8)
VINALHAVEN	-	-	-	-	-	-	172	172	1
WESTBROOK	5,682	5,677	(5)	-	-	-	1,734	1,607	(127)

Community
WOOLWICH
YORK HOSPITAL
<b>Contract Member Total</b>
<b>Commercial Total</b>
<b>Spot Market Total</b>
<b>Grand Totals</b>

Waste/ Food Waste		
FY24	FY25	over/(under)
1,325	1,375	50
-	-	-
28,111	25,091	(3,020)
102,051	104,881	2,830
5,851	5,472	(379)
215,363	216,753	1,390

Bulky/Other		
FY24	FY25	over/(under)
-	-	-
-	-	-
621	580	(42)
5,560	3,451	(2,109)
-	-	-
12,175	9,327	(2,848)

Recycle		
FY24	FY25	over/(under)
219	213	(7)
22	9	(13)
9,562	9,193	(369)
5,725	5,254	(472)
-	-	-
40,929	40,074	(855)

## Historical Generation Summary

Month / Year	Facility Availability	On Peak KWHs	Off Peak KWHs	Total KWHs	On Peak Rate	Off Peak Rate	Electricity Revenues	ISONE Market Revenues
Mar-25	97%	3,455,233	4,390,343	7,845,576	\$0.05830	\$0.05096	\$505,743	\$445,560
Apr-25	70%	2,418,488	2,828,842	5,247,330	\$0.04388	\$0.03696	\$273,060	\$226,356
May-25	97%	3,470,137	4,508,625	7,978,762	\$0.04241	\$0.03435	\$383,543	\$329,982
Jun-25	94%	3,596,645	4,031,722	7,628,367	\$0.05314	\$0.03845	\$426,157	\$409,784
Jul-25	99%	3,677,434	4,351,415	8,028,849	\$0.07723	\$0.05256	\$595,534	\$618,053
Aug-25	97%	3,481,311	4,407,737	7,889,048	\$0.05979	\$0.03769	\$456,112	\$424,411
Sep-25					\$0.05047	\$0.03674		
Total for contract period							\$2,640,150	\$2,454,146