



**Mid-Coast Solid Waste Corporation
Board of Directors Annual Meeting
October 25, 2023 - 6:30 p.m.**

Agenda

This meeting will be held in person in the French Room in the Camden Town Office
and streamed at: www.youtube.com/fTownofCamdenMaine

Hybrid Option:	One tap mobile
Join Zoom Meeting	+19292056099,,86943917866# US (New York)
https://us02web.zoom.us/j/86943917866	+13017158592,,86943917866# US (Washington DC)
Meeting ID: 869 4391 7866	

Annual Board Meeting Action Items:

- 1. Election and Approval of Officers of the Corporation - Chair, Vice Chair, Secretary & Treasurer**
- 2. Establish Weighted Votes for Fiscal Year 2023-2024**
Annual housekeeping item per interlocal agreement based on population and valuation of each member town
- 3. Fee Schedule Review and Approval of FY23-24**
Annual housekeeping item required by interlocal agreement. No changes proposed.

Regular Board Meeting:

- 1. Public & Director Comments** *(please limit public comment to non-agenda items)*
- 2. Review and Approval of August 30, 2023 Meeting Minutes**
- 3. Facility Manager Report**
- 4. Discussion on MSW 3-year Solid Waste Contract Proposals**
 - a. Draft MRC Contract**
- 5. Proposal from Leachate Management Specialists on Wetlands Evaluation – Proposal Approval**
- 6. Discussion on sale of surplus equipment – Vote to Approve Pursue Sale of Surplus Equipment**
 - a. Chipper**
 - b. Fire Truck**
- 7. Financials**
 - a. Year to Date Financials**
 - b. Discuss FY 2024-2025 budget development schedule**
- 8. Adjourn**

Annual Meeting Notes for August 30, 2023 – FY24

Weighted Votes Fiscal Year 23-24

Camden	42.37%
Hope	10.12%
Lincolnville	17.25%
Rockport	30.26%

- These percentages equal rounded numbers and are representative of the approved budget figures for Fiscal Year 2023-2024
- FY24 total Four Town Assessment Figure approved by the Board of Directors is \$554,164

FY24 Annual Assessment Figure by Town

Camden	\$234,797
Hope	\$ 56,124
Lincolnville	\$ 95,554
Rockport	\$167,689

Mission Statement

The Mid-Coast Solid Waste Corporation is a public corporation formed to provide for the transfer, recycling and disposal of municipal solid waste generated by the residents, institutions and businesses within the boundaries of the Towns of Camden, Rockport, Lincolnville and Hope. The Corporation strives to:

- (1) provide excellent service for residential and commercial users;
- (2) maximize the recycling, reduction and reuse of materials and minimize disposal;
- (3) operate its facilities in an efficient, user-friendly, safe, environmentally sound and sustainable fashion in compliance with Maine Department of Environmental Protection (DEP) regulatory requirements; and
- (4) provide those services at a reasonable overall cost with a set of competitive user charges which reflect the cost of providing the service.

Information on Officer Powers and the Mission Statement excerpted from the By-Laws of the Mid-Coast Solid Waste Corporation as amended July 29, 2020.



MID-COAST SOLID WASTE CORPORATION
P.O. BOX 1016, 90 UNION STREET, ROCKPORT, ME 04856
GATEHOUSE: 207-236-7958 OFFICE 236-2467 Fax 207-236-7968

HOURS

MONDAY - CLOSED
TUESDAY - 8 AM TO 4 PM
WEDNESDAY - 8 AM TO 4 PM
THURSDAY - 8 AM TO 4 PM
FRIDAY - 8 AM TO 4 PM
SATURDAY - 8 AM TO 4 PM

MINIMUM FEE CHARGE IS \$1.00 to drop off any debris

Weighed & Item Charges

Construction and Demolition Debris	\$0.10	
Mixed Load; MSW, Metal, Sheetrock, CDD	\$0.15	
Bagged Yard Waste; Leaves & Grass Only	\$3.00	per bag
Weighed Yard Waste; Leaves & Grass Only	\$0.04	
Sheetrock	\$0.15	
Couch/Recliner/Sleep Couch/LG Furniture	\$0.10	WEIGH
Stump Disposal	\$0.20	
Brush	\$0.04	
Commercial Trash	\$0.12	
Scale Fee	\$20.00	

Price/lb.

Per Item

Large Yellow Bags	\$15.00	Package of 5 Bags /\$3.00 each
Small Yellow Bags	\$20.00	Package of 10 Bags/\$2.00 each
Contractor Bag	\$6.00	per bag
APPLIANCES/White Goods	\$5.00	(Washer, Dryer, Dishwasher, Stove, Microwave, Hotwater Heater, etc.)
FREON Appliances:		
Refrigerators and Freezers	\$20.00	DOORS MUST BE REMOVED from Refrigerators/Freezer
Air Conditioners, Dehumidifiers - ALL	\$15.00	
Tire Up to 20"	\$5.00	
Tire 20" over	\$20.00	
TV - ALL SIZES	\$10.00	
Printers - Faxes ALL SIZES	\$5.00	(removable plugs, accessories place in trash)
Computer CPU Unit Only	\$10.00	removable plugs, mouse/keyboards, accessories place in trash
Monitors	\$10.00	(removable plugs, accessories place in trash)
Mattress/Box Spring Twin	\$14ea/28set	
Mattress/Box Spring Double	\$21ea/42set	
Mattress/Box Spring Queen	\$28ea/56set	
Mattress/Box Spring King	\$35ea/70set	
Lead Acid Batteries/Rechargeable		NOTE: AA, AAA alkaline batteries are not typically recycled
(Non-Universal Waste): NO FEE	No Fee	Please PLACE IN HOUSEHOLD TRASH
Florescent Light Bulbs - Residential	No Fee	Residents ONLY
Florescent Light Bulbs - Commercial	0.32/ft.	COMMERCIAL Customers are charged
CFL Bulbs	No Fee	Residents ONLY PROGRAM - NO COMMERCIAL Allowed
PCB BALLAST	2.00/each	

More Information Available on the website: www.midcoastsolidwaste.org

LIKE US on Facebook: Mid-Coast Solid Waste Corporation

The 30-gallon bags sold in packs of 5 for \$15.00 and the 15-gallon bags sold in packs of 10 for \$20.00 and are **available for purchase at all four town offices** - Camden, Hope, Lincolnville and Rockport.

LARGE BAGS ONLY available at Camden Hannaford, Hammond Lumber, French & Brawn, Megunticook Market, Rankin's Hardware, Hope General Store, Rockport Maritime Farms, Lincolnville General Store & Western Auto



**MIDCOAST SOLID WASTE CORPORATION
BOARD OF DIRECTORS ANNUAL MEETING
AUGUST 30, 2023**

MEMBERS PRESENT: Bob Falciani (Chair) – Camden, Alison McKellar (Treasurer) – Camden, Michael Brown – Hope, Sarah Smith – Hope, Keryn Laite (Vice-Chair) – Lincolnville, Eric Boucher – Rockport

MEMBERS ABSENT: Steve Hand – Lincolnville, James Annis – Rockport,

REPRESENTATIVES PRESENT: David St. Laurent, MCSWC Interim Manager

GUEST: Hatchery Program

Falciani Chair called the meeting to order at 6:33 pm.

1. ELECTION and APPROVAL OF OFFICERS of the Corporation:

Falciani, Chair entertained a motion to elect corporate officers for FY24 and opened the floor to motions for Board Chairman.

Laite moved to put forward Bob Falciani as Chairman of the Mid-Coast Solid Waste Board of Directors. Michael Brown seconded. A lengthy discussion took place. Falciani reminded the Board membership that he was no longer a Camden Selectperson but, while willing to fill the role, he offered the position of Chair to other membership considerations should there be any other nominations for a member willing to be considered for the position of Chair. Boucher was willing to be considered. Laite suggested that his motion would allow continuity and institutional knowledge of the MCSWC Board with Falciani as Chair. Additional discussion took place. Falciani moved to table the vote and revisit the Annual Meeting items at the next MCSWC Board of Directors Meeting.

**MIDCOAST SOLID WASTE CORPORATION
BOARD OF DIRECTORS MEETING
AUGUST 30, 2023**

1. PUBLIC & DIRECTOR COMMENTS: None

2. REVIEW AND APPROVAL MAY 24, 2023, MEETING MINUTES:

Falciani, Chair entertained a motion to approve the minutes of May 24, 2023. ***Brown moved to approve the meeting minutes, as presented. Laite seconded. Motion passed. (94.4% in favor, 0 opposed 5.6% Hope abstained (absent).***

3. FACILITY MANAGER REPORT:

Falciani asked if members had any questions on the content of the Manager's report. There were no questions. St. Laurent discussed the recent opening of the hybrid recycling line on the side of the Recycling Building. He briefly described the reasoning behind the pilot project listing manpower and safety when handling the recycling material as reasons to change the current process. The pilot will be extended if received well. St. Laurent highlighted the compactor area employees, especially Jeff Brazier who works the MSW area, for MSW can weights that are meeting our intended volume of 19-20 tons a load on a regular basis. Smith asked if the volume is seasonal, and St. Laurent replied that Brazier is working these numbers consistently regardless of season. Contracts have been reviewed by Bill Kelly, Esq. for Drumlin Environmental Engineering and Hagerty Well Drilling to move forward with plans and work on the new Jacobs Quarry South landfill well. Onsite inspections from both the Maine Department of Environmental Protection for both the Landfill and Storm Water processes went very well. A recent review of our safety and facility by our insurance representative with Maine Municipal Insurance also went well.

4. DISCUSSION ON MSW 3-YEAR SOLID WASTE CONTRACT PROPOSALS:

a. Michael Carroll, Executive Director of the Municipal Review Committee (MRC)

Chair Falciani introduced Michael Carroll, Executive Director of the Municipal Review Committee who was present via video conference to discuss the newest information available for their project in Hampton, ME which they are now partnering with Innovative Resource Recovery and naming it Municipal Waste Solutions (MWS). The focus will be to recover and divert resources and recycling from the waste stream. MCSWC would be a Non-Charter Member as MCSWC gave up a membership with the MRC in April of 2018 to contract with Ecomaine. MRC currently has 115 Waste contracts and 84 Original Members that have been on by-pass to WM landfill and Juniper Ridge Landfill (JRL). MWS is expected to be processing waste in Hampden by early 2025; until that time MSW waste will be by-passed to the WM Crossroads Landfill and JRL until the MWS Commercial Operations commences.

A contract is under development for Non-Charter Member use and will be available soon. Terms are expected to be as follows:

3-year term contract with three, three-year renewals beginning at \$94.00/ton; and initial \$2.00/ton membership dues to MRC invoiced quarterly. CPI adjustments will occur in January of each year based on the CPI for All Urban Consumers: U.S. City Average, all-items index, published by the US Bureau of Labor Statistics. McKellar added that trucking distance is shorter to Hampden. Carroll expressed that the MRC attorney will provide a sample contract which he will forward to St. Laurent when available using a start date of July 1, 2024. A brief discussion was held on the fees for MSW in the State of Maine and current lobbying efforts from business and municipalities. A brief discussion on bulky waste and tire handling was held. A final discussion on the possible volume of waste handling that MSW could potentially handle, diversion rates and the ownership breakdown in the new business between MRC and MWS. Carroll added that the CPI adjustment may be waived for the first year of the contract only.

Chair Falciani requested that Carroll forward a copy of the current balance sheet and any currently available audits for 2021 and 2022 at minimum. Boucher will review the MRC website and will forward a copy of the current quarterly reports and financial statements available to the membership. St Laurent will forward contract and Balance Sheets when available.

b. Peter Lachapelle, Representative from Waste Management Services of Maine (Crossroads Landfill in Norridgewock)

Chair Falciani introduced Lachapelle, Public Sector Representative for Waste Management (WM) to be present via video conference to review current contract agreement offering, and answer questions from board members. Waste Management is currently contracted to receive all MCSWC municipal solid waste at the Crossroads Landfill in Norridgewock, ME. WM is the leader in comprehensive and environmental services in the area and including Canada. WM is offering a three-year term with two, three-year extensions built into the contract and based on mutual consent. Lachapelle added that a calculation of cost, from an economic standpoint, in the proposed contract pricing taken from the meeting packet, shows that MWS costs would exceed WM per ton costs by \$16 per ton in the first year. The per ton price, plus the \$2.00 membership fee per ton for estimated tonnage of 6500 year makes the proposed MWS costs for MCSWC \$104,000 over the WM costs for the same year and that will continue to change with CPI over the life of the contract. The current contract expires on June 30, 2024. A lengthy discussion followed. Norridgewock is permitted through 2035 but has the possibility of approved expansion. Lachapelle responded to McKellar's comment on WM showing substantial profits explaining that profit descriptions in headline figures published in news media coverage come from 25 different national marketing areas but that all decisions for New England and Upstate New York are done directly and not necessarily tied to or represented by these national figures.

Chair Falciani thanked both representatives for attending via video and the conference was completed.

McKellar suggested a committee be formed for final review of contracts and information. Laite asked about other options like Maine Waste to Energy (MWAC) <https://www.mainewastenergy.com/our-process/> and if that should be considered to have an incineration option. Falciani added that without a contract a financial review is not available and would not be fiduciarily responsible to continue discussing. McKellar noted that MRC is more expensive approximating \$100,000 a year over the three-year term. Falciani added that differentials between the offers could be looked at after receipt of information and that a spreadsheet is helpful. Discussion followed. St. Laurent will update the summary spreadsheet and St Laurent will forward contract and balance sheets when available noting that the terms being discussed are considered long term contract rates.

5. PROPOSAL FROM CAMDEN HILLS REGIONAL HIGH SCHOOL HATCHERY PROGRAM:

McKellar opened a discussion on directing some funds from the Waste Reduction Education Line which has been funded for \$20,000 for several years but not used. McKellar noted a new reserve fund will be created to move this initiative forward. McKellar provided a brief history on The Hatchery Program works on diverting materials for other uses with students at the Camden Hills Regional High School (CHRS), and how the education funds were formed following MCSWC leaving Ecomaine. St Laurent introduced Danny Salomon, Hatchery Coordinator for CHRS. Saloman reviewed his written request provided in the board packet with the representatives. He is requesting \$5,000 to purchase a 15" thickness planer w/helical cutterhead for the Hatchery Program.

Chair Falciani entertained a motion on the Hatchery request. McKellar moved to grant the Hatchery Program \$5,000 to continue working on waste reduction education and purchase a tool. Smith Seconded. No Discussion. Motion passed. (100% in favor, 0 opposed)

6. FINANCE COMMITTEE REPORT:

a. Treasurer's Report

McKellar reported that final budget numbers for FY23 are not yet available. The Audit has not been completed. In reviewing the draft year-end expense report for FY23 it was noted that the leachate expense was \$100,000+ over the budgeted figure. A discussion on the leachate expense and how leachate is created at the facility and treated at the Camden Wastewater facility was held. McKellar discussed the FY23 figures presented in the Revenue and Expense Reports noting the areas where overages were created due to budget planning of past managers and known issues such as the cost of wages due to the renewal of the Teamster Local 340 bargaining agreement and higher leachate processing costs due to rain amounts as well and pumping needs. The Teamster Local 340 bargaining agreement is good through June 30, 2024. Planning for a possible pump to be installed in the northern end of the quarry to divert clean water is under review.

b. Review of draft year end FY2023 financials and carry forwards

McKellar presented that an oversight in the budget approval of FY24 regarding her request for a new reserve account to be funded for Waste Reduction in the amount of \$20,000 was not completed correctly; the original line should have been absorbed into the undesignated fund at the end of FY23. To rectify this error McKellar asked for the figure from the Waste Reduction Education Expense Line to be moved to fund the initial Waste Reduction Reserve in the amount of \$20,000 beginning in the FY24 budget. Additionally, the need for new software and hardware to update credit cards and have the necessary hardware/software in the gatehouse is underway. Funds from the current Software License/Support/PC line are needed due to the new quotes being received for the upgrade.

Chair Falciani entertained a motion on approving carry forwards from FY23 to FY24 to include creating a new reserve fund using the old Waste Reduction Education expense line in the amount of \$20,000 with a title to be determined with bookkeeping and a second carry forward from the FY23 Software License/Support/PC expense line to the FY24 budget for same in the amount of \$3,882.57. Discussion followed Boucher noting that the Swap Shop expense line isn't being used but is budgeted in FY24. Laite and Falciani asked if there were any other carry forwards needed. McKellar and St. Laurent agreed only the two figures needed.

McKellar moved to approve the carryforwards as presented. Boucher Seconded. No Discussion. Motion passed. (94.4% in favor, 0 opposed 5.6% Hope abstained (Smith)).

7. Budget Adjustments for landfill closure related engineering (stormwater and leachate management):

St. Laurent asked the Board to authorize preliminary consulting costs to move forward with testing, designing, engineering, and consulting with the DEP for the long-term reduction in leachate costs. St. Laurent expressed that the initial investigation work for leachate management will be a cost of up to \$50,000. Two companies will be hired to begin with – Leachate Management Solutions and an Engineering firm. McKellar presented that the funds normally allocated (annually) to the Jacobs Quarry Closure Fund in the amount of \$100,000 and included in the FY24 budget, be reduced to \$50,000 in FY24 and that \$50,000 be allocated for the consulting fees for the two companies to investigate the feasibility of new leachate management practices. St. Laurent explained that there is initial information needed to approach the DEP to move the project forward and these consultants will work on that process creating information to see if permits can be issued from the Maine DEP. Additionally, testing of the leachate and water sources on site may also be required to look at leachate discharge alternatives and leachate going to the Camden Wastewater Treatment plant. The goal is to reduce pumping and possible treatment of the leachate going forward. Laite reminded the board of the presentation several meetings ago on the leachate discharge issue by Leachate Management Solutions it can be located at https://www.youtube.com/live/vHboLv9Yk5A?si=d2eUn1_57bhapEQ0. McKellar opened a brief discussion on the current topic of PFAS and how it may affect Camden Wastewater.

Chair Falciani entertained a motion to allow \$50,000 to be redirected from the annual figure for the landfill closure reserve account held at Camden National Bank Wealth Management. Boucher moved to set aside \$50,000 from the Landfill Closure Reserve Account for the study of leachate and storm water remediation processes. Laite Seconded. Discussion followed McKellar asked St Laurent to discuss motion with Auditor and Bookkeeper on the best procedure to move the money and have it reflected in the finance documents correctly. Motion passed. (94.4% in favor, 0 opposed 5.6% Hope abstained (Smith).

8. AJOURN:

Chair Falciani entertained a motion to adjourn the meeting at 7:45 p.m. Keryn Laite moved to adjourn the meeting. Brown seconded. Motion passed (100% in favor and 0 opposed).

Respectfully Submitted,

Beth Kwiatkowski
Recording Secretary

If there are any questions regarding the decisions made at the meeting, please refer to the meeting video found at www.youtube.com/TownofCamdenMaine

SCHEDULED MEETINGS:

Board of Directors Meetings:

October 25, 2023, at 6:30 p.m., John French Jr. Conference Room – Camden Town Office



MID-COAST SOLID WASTE CORPORATION

BOARD OF DIRECTORS MEETING

Manager's report: 10/18/23

Facility

- The “hybrid” recycling collection effort has begun as of 8/24/2023. The effort has reduced the roll-off frequency.
- Compactor #1 ram fabrication repairs and wiper blade replacement was completed. Compactor #1 is in very poor condition. It is recommended that we begin to think about replacing compactor #1 in this next fiscal year. United Hydraulics has provided an estimate for a new compactor. The Estimated price for a new replacement compactor is \$60,635. If old compactor #1 is replaced we could then have it refurbished in the next fiscal year and then replace compactor #2. After compactor #2 is replaced we then would refurbish old compactor #2 and then replace Compactor #3, and afterwards refurbish old compactor #3. We could then replace compactor #4. In the end we would end up with one spare compactor.



- The loader bucket cutting was replaced along with articulation bumpers.



- We have been working with Deirdre Burglund on the implementation of the credit card system called Maine Pay Port through inforME, which is the state of Maine eGovernment service provider. We should be able to accept credit cards by the end of December. Beth has also been researching a new point of service software in addition to updating quick books, which is now outdated.
- I have requested that Scrap Dogs update the compost collection area to better house the collection containers, so they are not exposed to precipitation. The collection area is close to the North quarry and should be under cover. Scrap Dogs will need to cover the cost of this improvement. I do believe the service that Scrap Dogs provides is a benefit to the residents, allowing for the reduction of the individual's disposal costs. This is also very high on the waste disposal hierarchy.
- The Swap Shop closed for the season on 10/14/23
- The regeneration program will be scaled back for the winter. The area is in the process of being cleaned up for the season. Below are the number of items that were diverted from the waste stream.

ITEMS DIVERTED	# OF ITEMS	MONEY RECEIVED
BICYCLES	80	\$2,315
LAWN MOWERS	47	\$1,775
OTHER (TRIMMERS, SNOW BLOWERS	18	\$505

TOTALS	145	\$4595
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- There has been outside interest in selling the chipper. The chipper has not been used in several years. It will require significant repairs to make operational. The chipper poses a significant safety risk to the public and we currently do not have staff that could safely operate it. Having the brush chipped periodically by a company that does this type of work is much safer, efficient, and cost-effective. I am proposing we accept closed bids for the purchase of the chipper as well as the old fire truck that was used to move the chipper. I do not believe that a surplus equipment policy exists for this type of fixed asset sale. Both pieces of equipment are not being used, and I do not see the facility moving toward using them in the future. It makes the most sense that we raise some additional revenue to be used for the other facility efforts. Below are photos of the chipper and fire truck.

- Chipper:**



- Fire Truck**



Landfill

- The leachate level in Jacob's Quarry South is currently at 100 feet mean sea level. We are still under the elevation that would result in leachate potentially overflowing toward Lily Pond (107ft), but we will be required to do testing

of additional monitoring wells because we did exceed 98ft. this sampling quarter. The average leachate elevation has been at the 97 msl mark due to the current annual high precipitation. The second reason for the elevated leachate levels is due to a power outage on 10/13/23. After restarting the pump on 10/14/23 we did not register any reading on the flow meter. All the electrical components were operating normally. Frank Hagerty was contacted and inspected the well. It was determined that the pump was operating properly but it seems that there is a blockage in the force main which goes from the landfill pump to the odor control building. We conducted some video inspections of the line at the odor control building but were unable to camera the entire line due to 90-degree fittings. Our next step is to pressurize the force main at the hydrant next to the production well with a compressor to try to blow out the obstruction. If that does not work, we will likely have to excavate the force main at the well, and break the line, then camera the force main to see if the obstruction can be located.

- Attorney Bill Kelly has been provided with the MRC contract to review
- The DEP Conducted the Landfill and Transfer Station Inspection. The inspection went very well with only one small corrective action in the Universal Waste Building.
- Wet weather has delayed the landfill and the new restaging area excavation work. This may be done at the same time as excavating the force main.
- Brush and fill that was intermingled after the annual brush grinding was screened and the fill was separated from the brush. The fill was then relocated to the top of the landfill to be used as intermediate cover.
- Currently, Drumlin Environmental has been finalizing the new production well design. Frank Hagerty has also been working with the well driller on scheduling the actual installation.

Finance

- On 10/17/23 the Finance Committee met and reviewed the upcoming budget and the need to revamp the currently used budget template. The budget committee did also discuss the updating of the quick books program.
- The budget committee also plans to set the next Finance Committee meeting at the next board meeting to help facilitate timely budget completion.
- Fred Brewer was contacted and has estimated that the facility financial audit will be done by November 20th.

WASTE PROCESSING AND DISPOSAL AGREEMENT

This Waste Processing and Disposal Agreement (this “Agreement”) is hereby entered into on [●], 202[●] (the “Effective Date”), by and between **Municipal Waste Solutions, LLC**, a Delaware limited liability company (“Company”), and [●], a [●] [●] (“Customer”). Company and Customer each may be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, Company owns and intends to re-open and operate a solid waste processing facility in Hampden, Maine (the “Facility”); and

WHEREAS, Customer is a [municipality] / [public] / [quasi-public entity representing [●] municipalities] responsible for arranging and coordinating the disposal of Acceptable Waste for the area described on Exhibit A; and

WHEREAS, subject to the terms and conditions herein, Customer desires to deliver Acceptable Waste to the Facility for processing, and Company desires to accept and process Acceptable Waste from Customer at the Facility.

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

1. Definitions. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth on Schedule 1.

2. Delivery, Processing and Bypass or Transfer of Acceptable Waste.

(a) Commencing on the Effective Date and continuing for so long as this Agreement remains in effect, subject to the terms and conditions of this Agreement, Customer shall deliver all of its Acceptable Waste to Company at the Facility, and Company shall be the exclusive processor of all of Customer’s Acceptable Waste.

(b) On the terms and subject to the conditions and qualifications set forth in this Agreement, Customer hereby engages Company, and Company hereby agrees to be engaged by Customer, to perform (directly or through its subcontractors) all of the following services (the “Processing Services”):

- i. receive Acceptable Waste at the Facility;
- ii. process Acceptable Waste;
- iii. dispose of any Residuals; and
- iv. perform other necessary activities related to performance of the foregoing.

(c) Notwithstanding anything in this Agreement to the contrary, at any time prior to Company’s acceptance of Customer’s delivery of Acceptable Waste at the Facility, Company shall have the right to bypass or transfer Customer’s deliveries of Acceptable Waste to an alternative facility (each, a “Back-Up Facility”) if Company determines, in its sole and absolute discretion, that (i) accepting Acceptable Waste at the Facility would interfere with necessary operations or maintenance activities or (ii) Acceptable Waste cannot be processed due to Facility downtime, existing inventory of Acceptable Waste at the Facility, or limitations in projected processing capacity. As to Acceptable Waste that is not accepted

at the Facility and that is bypassed or transferred directly to a Back-Up Facility under this Agreement, Customer shall be responsible for arranging and paying all costs for such transportation of Acceptable Waste to the Back-Up Facility.

(d) All of Customer's deliveries to the Facility shall be of Acceptable Waste only, and Customer and all Haulers shall adhere to the delivery requirements attached as **Exhibit C**, which Company may update from time to time by providing written notice to Customer, and Company shall have the right to reject Customer's delivery of any municipal solid waste or other material that is not Acceptable Waste ("**Unacceptable Waste**") or that does not adhere to the delivery requirements attached as **Exhibit C**. Customer shall use commercially reasonable efforts, including through targeted reduction, source separation, and diversion programs, to, prior to any delivery to the Facility, remove and divert materials from its municipal solid waste stream that are not suitable for processing into products at the Facility and that would, if delivered and processed, become Residuals.

(e) Title to Acceptable Waste delivered by Customer to Company shall pass from Customer to Company when accepted by Company at the Facility.

(f) In the event that Acceptable Waste is accepted at the Facility by Company and subsequently transferred by Company to a Back-Up Facility, Company shall be responsible for arranging and paying all costs for such transportation of Acceptable Waste to the Back-Up Facility.

3. Unacceptable Waste.

(a) Company shall use reasonable care to identify, reject, and remove any Unacceptable Waste delivered by Customer from the Facility before it is processed. Company, in its sole discretion, shall have the right to inspect the contents of any delivery vehicle at the Facility to determine the presence of Unacceptable Waste, including the right to require the individual operating such vehicle to unload the contents as directed by Company for inspection or the taking of samples. If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, Company shall have the right, but not the obligation, to reject all or part of the delivery.

(b) If Company rejects Customer's delivery of Unacceptable Waste, Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle and instruct the applicable Hauler to remove such Unacceptable Waste promptly from the Facility, and Customer shall make alternative arrangements for the handling and disposal of such Unacceptable Waste in accordance with Applicable Law and directives of any Governmental Authority having jurisdiction and at the sole cost and expense of Customer.

(c) If Company accepts Unacceptable Waste at the Facility, Company shall use reasonable care to identify the origin of such Unacceptable Waste. If Company identifies Unacceptable Waste after a Hauler leaves the Facility or a Hauler otherwise refuses to remove such Unacceptable Waste, and Company identifies such Unacceptable Waste as coming from Customer, Company shall notify Customer of such identification in writing, and Customer shall, within three (3) Business Days from its receipt of such notice, make arrangements for removal and disposal of the identified Unacceptable Waste from the Facility in accordance with Applicable Law and directives of any Governmental Authority having jurisdiction and at the sole cost and expense of Customer; provided that, if the identified Unacceptable Waste presents immediate danger or risk of damage, Company shall have the right to sequester, remove, or take such other reasonable actions to address the identified Unacceptable Waste, and Customer shall reimburse Company for any and all related costs. If such Unacceptable Waste is not removed from the Facility within three (3) Business Days from receipt of such notice, Company shall have the right to make its own arrangements for the proper removal and disposal of such Unacceptable Waste, and Customer shall reimburse Company for

any and all related costs.

(d) If, despite Company's reasonable care to identify, reject, and remove Unacceptable Waste from incoming materials, such Unacceptable Waste is accepted at the Facility and the origins of such Unacceptable Waste cannot be identified, then any and all costs and expenses incurred by Company in connection with the handling and disposal of such Unacceptable Waste and the environmental clean-up and remediation that result from such Unacceptable Waste shall be apportioned between Customer and Company on the basis of the proportion of Acceptable Waste accepted by Company from Customer and from other customers at the Facility during the time period during which the Unacceptable Waste was determined to have been delivered.

(e) Customer shall be responsible for and shall indemnify, defend, and hold harmless Company against, any and all Losses, including (without limitation) any clean-up, disposal and remediation costs and reasonable attorney's fees, in each case, arising out of, resulting from or in connection with Customer's delivery of Unacceptable Waste to the Facility (all such Losses, the "Unacceptable Waste Losses"), provided that if Company cannot identify the source of any Unacceptable Waste, the related Unacceptable Waste Losses shall be allocated across all customers at the Facility on the basis of the proportion of Acceptable Waste accepted by Company from Customer and from other customers at the Facility during the time period during which the Unacceptable Waste was determined to have been delivered.

4. Disposal Agreements.

(a) Customer acknowledges and agrees that Company has entered into, and may enter into in the future, Disposal Agreements and that any of the disposal facilities identified thereunder have or may be designated by Company for disposal of Bypass Waste and/or Residuals under this Agreement and under the terms and conditions, and at the tipping fees set forth in, the Disposal Agreements. Company agrees to manage disposal of Bypass Waste and Residuals in accordance with the terms of the Disposal Agreements for so long as the Disposal Agreements remain in effect and are capable of being performed. Company shall be responsible for securing appropriate transportation arrangements in connection with Residuals disposal and for managing all extensions or replacements of the Disposal Agreements.

(b) If the counterparty to a Disposal Agreement provides notice to Company of a planned closure of the applicable Disposal Facility, that such Disposal Facility is otherwise anticipated to be closed during the term of such agreement, that such counterparty is terminating such Disposal Agreement, or that such counterparty is declining to renew such Disposal Agreement, then:

i. Company may negotiate with such counterparty or any other party to establish alternative arrangements at the lowest available net cost for the disposal of Residuals and/or Bypass Waste.

ii. If an alternative arrangement involves increased costs compared to those that would have been incurred under such Disposal Agreement (the "Disposal Cost Differential"), then the Disposal Cost Differential incurred each month shall be shared between Customer and Company in proportion to the total tons of Acceptable Waste delivered by Customer to the Facility as compared to the tons delivered from all other customers; provided, however, that the Disposal Cost Differential to be shared between the Customer and Company shall exclude additional costs for disposal of any Residuals classified as Hazardous Waste, unless such Hazardous Waste is reasonably attributable to Customer in which case such costs shall be the sole obligation of Customer.

5. Fees, Invoicing and Payment.

(a) Customer shall, as compensation for the Processing Services provided by Company, pay to Company \$[●] per ton of Acceptable Waste delivered by Customer to Company for processing at the Facility (the “Tipping Fee”), which shall be adjusted as of each January 1 during the term of this Agreement to reflect any annual percentage increase in the CPI since January 1 of the prior year.

(b) Company shall provide an invoice to Customer on a weekly basis, or as soon thereafter as is practicable, showing the number of tons of Acceptable Waste delivered by Customer during the preceding billing period and the amount due by Customer for such period, which shall be equal to the then applicable Tipping Fee multiplied by the number of tons of Acceptable Waste (rounded to the nearest twenty (20) pounds) delivered by Customer to the Facility during such preceding billing period. Invoices may be transmitted by generally accepted electronic means or as otherwise agreed between Customer and Company.

(c) Customer shall pay all invoices from Company directly to Company within thirty (30) days of receipt of such invoice, subject to the procedures in Section 5(d).

(d) Notwithstanding Section 5(c), Customer shall have five (5) Business Days from the date of receipt of an invoice within which to deliver to Company a good faith objection to such invoice in writing. Any objection shall specify the basis for the objection and the amount being disputed. If an objection is properly and timely lodged by Customer, the portion of the invoice not in dispute shall be paid in accordance with Section 5(c), but the disputed portion may be withheld until such time as the Parties have reached a mutually acceptable resolution or, if such a resolution cannot be reached within fifteen (15) Business Days of Company’s receipt of such good faith objection, a copy of the objection or dispute shall be submitted by either Party for resolution to Baker Newman Noyes or, if such accounting firm is not available to serve or initiates a direct relationship with either Party, to a nationally recognized independent certified public accounting firm appointed by mutual agreement other than accountants with which either Party has a client relationship (the “Independent Accountant”) who shall resolve the objection in the Objection Notice. The Independent Accountant shall make a determination as soon as practicable, but in any event no later than twenty (20) Business Days (or such other time as the Parties shall agree in writing) after its engagement, and issue its written resolution of the objection or dispute, which shall be conclusive and binding upon the Parties.

(e) Late payments by Customer under this Agreement shall be assessed interest at the rate of 5.00% per month from the date due until paid, unless otherwise agreed in writing by Company in its sole discretion.

(f) In addition to other remedies set forth in this Agreement, if Customer is in default of any of its payment and/or indemnity obligations under this Agreement, Company shall have the right to reject any deliveries of Acceptable Waste from, and suspend the provision of all Processing Services to, Customer.

6. Term; Automatic Renewal.

(a) Subject to earlier termination pursuant to the terms hereof, this Agreement shall be in effect from the Effective Date until the [●] anniversary of the Effective Date (the “Initial Term”), and the Agreement shall be automatically renewed for additional unlimited terms of one year each (each, a “Renewal Term”), unless written notice of non-renewal is timely provided in accordance with Section 6(b).

(b) This Agreement shall not be automatically renewed for a Renewal Term if a Party provides

written notice in accordance with Section 14(c) of its intent to terminate the Agreement at least ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

7. Termination; Effect of Termination.

(a) This Agreement may be terminated early upon written notice by:

i. either Party upon a material breach of this Agreement by the other Party that is not cured within thirty (30) days after receipt of written notice of such breach, except (i) with respect to any payment default hereunder by Customer, which shall be cured within five (5) Business Days of the applicable payment due date, and (ii) with respect to a material breach that is not, in the non-breaching Party's reasonable determination, capable of being cured within such thirty (30) day period, immediately upon the breaching-Party's receipt of written notice of such breach;

ii. either Party immediately upon the occurrence of any gross negligence, willful misconduct, or fraud by the other Party in the performance of its obligations hereunder;

iii. either Party, if a Force Majeure event persists for more than ninety (90) days; or

iv. Company immediately upon Customer (i) entering into liquidation or bankruptcy, whether compulsory or voluntary, (ii) having a receiver, administrative receiver, or manager appointed over all or any part of Customer's assets or otherwise having an administrator or receiver appointed in relation to Customer, (iii) making any arrangement or assignment for the benefit of Customer's creditors, or (iv) undergoing any process analogous to any stated in this Section under the laws of any state or federal jurisdiction.

(b) Cancellation, expiration, or termination of the Agreement shall not relieve the Parties of any obligations that, by their very nature, must survive cancellation, expiration, or termination, including all payment, confidentiality, and indemnification obligations arising under the Agreement prior to the date of cancellation, expiration, or termination.

(c) If Customer terminates this Agreement prior to the expiration of any term thereof for any reason other than a default by Company that is not cured within any applicable cure period, or if Company terminates this Agreement because of Customer's default pursuant to Sections 7(a), Customer shall pay, in addition to Company's legal fees and costs incurred by Company in collecting such liquidated damages, an amount equal to Customer's average monthly charges for the prior six (6) month period multiplied by the number of months remaining in the Initial Term or then applicable Renewal Term. Customer acknowledges and agrees that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. Assignment.

(a) Assignment by Customer. Customer may not assign or transfer this Agreement or assign, transfer, or delegate any of its rights or obligations under this Agreement, including any transfer by operation of law, in any manner whatsoever without the prior written consent of Company, the giving of which may be withheld, delayed, or conditioned by Company in its sole discretion, provided that any authorized assignee of Customer pursuant to this Section shall be bound by the provisions of this Agreement. Any attempted assignment, transfer, or delegation in violation of this Section 8(a) shall be void and of no effect.

(b) Assignment by Company. Company may assign or transfer this Agreement or assign, transfer, or delegate any of its rights or obligations under this Agreement, including any transfer by operation of law and to any Lender in connection with financings related to the Facility, without the prior consent of Customer, provided that Company shall provide written notice to Customer of any such assignment or transfer. Customer shall provide reasonable cooperation to facilitate any such assignment or transfer.

9. Force Majeure.

(a) Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement when and to the extent that such failure of performance or its inability to deliver or accept services hereunder shall be due to Force Majeure; provided, however, that Force Majeure shall not excuse the payment of monies due and payable or indemnity obligations hereunder.

(b) If either Party purports to rely on the occurrence of a Force Majeure event as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the event or condition shall: (i) provide prompt notice to the other Party of the occurrence and extent of the Force Majeure event, which notice shall provide details with respect to the circumstances constituting and extent of the Force Majeure event, an estimate of its expected duration and the probable impact on the affected Party's performance of its obligations hereunder; and any actions taken or proposed to be taken to mitigate the effects of Force Majeure event; (ii) exercise all reasonable and diligent efforts to continue to perform its obligations hereunder; (iii) expeditiously take all reasonable and diligent action to correct or cure the event or condition constituting the Force Majeure event; (iv) exercise all reasonable and diligent efforts to mitigate or limit the adverse effects of the Force Majeure event and damages to the other Party, to the extent such action would not adversely affect its own interests; and (v) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with parts (ii), (iii), and (iv) of this Section 9(b) and prompt notice to the other Party of the cessation of the Force Majeure event.

10. Change in Law. If, following the Effective Date, there is a Change in Law affecting the Processing Services that, in the judgment of Company, increases the costs incurred by Company in providing the Processing Services, then, upon written notice by Company to Customer, the Tipping Fee shall be increased as necessary to proportionately pass on such increased cost to Customer (with \$0 margin/mark-up).

11. Indemnification and Limitation of Liability.

(a) Company shall indemnify, defend, reimburse, and hold harmless Customer and Customer's affiliates, together with their respective members, shareholders, managers, directors, officers, employees, agents, advisors, attorneys, accountants, and consultants solely in their capacity as such to Customer (each a "Customer Party") from and against any Losses stemming from physical injury or property damage to the extent such claims arise out of or result from the gross negligence and willful misconduct of Company, its subcontractors, and its and their respective employees and agents, in each case, except to the extent such Loss is caused by the willful misconduct or gross negligence of any Customer Party.

(b) Customer shall indemnify, defend, reimburse, and hold harmless Company and Company's affiliates, together with their respective members, shareholders, managers, directors, officers, employees, agents, advisors, attorneys, accountants, and consultants solely in their capacity as such to Company (each a "Company Party") from and against any Losses or third-party claims for Losses stemming from physical injury or property damage to the extent such claims arise out of or result from the gross negligence and willful misconduct of Customer, its subcontractors, and its and their respective employees and agents, in each case, except to the extent such Loss is caused by the willful misconduct or gross negligence of any

Company Party.

(c) In order to effectuate the indemnification provisions hereunder, the Party to be indemnified shall give prompt written notice to the indemnifying Party of the claim or action which is the subject matter of the indemnification. Notwithstanding any provision herein or the application of any statute of limitations, the provisions of this Section 11 shall survive the termination or expiration of this Agreement.

(d) Each of the Parties agrees to take all commercially reasonable steps to mitigate their respective Losses upon and after becoming aware of any fact, condition, or event which may give rise to Losses for which indemnification may be sought under this Section 11.

(e) IN NO EVENT WILL A PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATED TO BREACH OF WARRANTY, BREACH OF CONTRACT, NON-PERFORMANCE, LOSS OF MATERIAL OR ANY OTHER CLAIM, EXCEED THE SUM OF ALL AMOUNTS PAID OR OWED BY CUSTOMER TO COMPANY FOR THE PROVISION OF PROCESSING SERVICES HEREUNDER AS OF THE DATE OF ANY SUCH CLAIM, EXCEPT IN THE CASE OF ANY FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE BREACHING PARTY.

(f) NEITHER PARTY, NOR ANY OF IT SUCCESSORS OR AFFILIATES, SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS OPPORTUNITY, LOST PROFITS, OR OTHER SIMILAR DAMAGES.

12. Confidentiality.

(a) Each receiving Party agrees to keep confidential all, and not disclose any, Confidential Information, except that it may disclose such information to its officers, directors, members, managers, agents, employees, and outside or in-house legal counsel, accountants, and other consultants who have a need to know, but only to the extent required in connection with negotiation or implementation of this Agreement; provided that such Persons are informed of the confidential nature of the Confidential Information, and such Party shall be liable to the other for any disclosure by such Person in violation of the terms of this Section 12. Such Party agrees to take reasonable steps to safeguard the confidentiality of any such limited disclosure. Each receiving Party agrees that it will not use any Confidential Information for any purpose other than in connection with the negotiation or implementation of this Agreement.

(b) Notwithstanding Section 12(a), provided that prior written notice is delivered to the disclosing Party, (i) a Party receiving Confidential Information may disclose such Confidential Information to a Governmental Authority if specifically requested in the course of such Governmental Authority's routine examination, inspection, or audit of the receiving Party's business so long as the receiving Party informs any such Governmental Authority of the confidential nature of the Confidential Information; and (ii) Customer may disclose Confidential Information required to be disclosed by Customer under Maine statute or other applicable municipal law. A receiving Party also may disclose Confidential Information with the express written consent of the disclosing Party.

(c) The Parties acknowledge that the terms of this Agreement are deemed to constitute Confidential Information, except to the extent certain portions are of public record.

(d) It is agreed that each Party shall be entitled to seek relief both at law and in equity, including injunctive relief and specific performance, in the event of any breach or anticipated breach of this Section 12, without proof of any actual or special damages.

(e) The Parties' obligations under this Section 12 shall remain in force during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement.

(f) The Parties acknowledge that the terms of this Section 12 are cumulative of any Confidentiality Agreement separately executed by the Parties, which such Confidentiality Agreement shall survive entry into this Agreement.

13. Representations and Warranties.

(a) Customer hereby represents and warrants to Company as follows:

i. It is a [●] duly organized, validly existing, and in good standing under the laws of the State of [●]. It is duly qualified to conduct business and is in good standing in every state in which it does business.

ii. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of its certificate of organization, operating agreement, charter, or similar governance agreements. This Agreement constitutes its legal, valid, and binding obligation and is enforceable in accordance with its terms. Execution and delivery of this Agreement by it and the performance by it of its obligations hereunder does not and will not (i) conflict with or result in a violation, breach or termination of, or default under (or result in such a conflict, violation, breach, termination or default with the giving of notice or passage of time) any term or provision of any agreement, instrument, order, judgment or decree to which it is a party or by which it is bound; or (ii) violate any statute, rule, regulation or ordinance of any Governmental Authority, or; (c) result in the imposition of any lien, encumbrance, charge, or claim upon the Facility. It has full power and authority to carry out its obligations under this Agreement without the consent of any other Person.

iii. To the best of its Knowledge, there is no proposed, pending, or threatened change in any Applicable Law that would adversely affect its ability to substantially perform its obligations in the manner contemplated by this Agreement. There is no pending or, to the best of its Knowledge, proposed or threatened legal proceeding or other action affecting it which could have a material and adverse effect on its ability to fulfill its obligations under this Agreement.

(b) Company hereby represents and warrants to Customer as follows:

i. It is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and possesses the power and authority to own, lease, and operate the Facility as contemplated by this Agreement and to otherwise fulfill its obligations hereunder. It is duly qualified to conduct business and is in good standing in the State of Maine.

ii. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of its certificate of formation or operating agreement. This Agreement constitutes its legal, valid, and binding obligation and is enforceable in accordance with its terms. Execution and delivery of this Agreement by it and the performance by it of its obligations hereunder does not and will not (a) conflict with or result in a violation, breach or termination of, or default under (or result in such a conflict, violation, breach, termination or default with the giving of notice or passage of time) any term or provision of any agreement, instrument, order, judgment or decree to which it is a party or by which it is bound; (b) violate any statute, rule, regulation or ordinance of any Governmental Authority, or; (c) result in

the imposition of any lien, encumbrance, charge, or claim upon the Facility. It has full power and authority to carry out its obligations under this Agreement without the consent of any other Person.

iii. To the best of its Knowledge, there is no proposed, pending, or threatened change in any Applicable Law that would adversely affect (A) its ability to substantially perform its obligations in the manner contemplated by this Agreement or (B) the Facility or the Facility's operation substantially in the manner contemplated by this Agreement. There is no pending or, to the best of its Knowledge, proposed or threatened legal proceeding or other action affecting it which could have a materially adverse effect on its ability to fulfill its obligations under this Agreement.

(c) EXCEPT FOR THE WARRANTIES EXPRESSLY INCLUDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING WASTE, PRODUCT, OR OTHER MATTER PERTAINING TO THIS AGREEMENT, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

14. Miscellaneous.

(a) Modification. Any subsequent modifications relating to this Agreement shall be in writing and signed by both Parties. No oral modifications of this Agreement shall be valid.

(b) Modifications by Reason of Statutes and Government Regulations. If at any time, any section of this Agreement conflicts with operation under or compliance with any federal or state statutes or any other State or Federal regulatory agency, said section shall be altered in writing and signed by both Parties to conform to said statute or regulation.

(c) Notices. All written notices required under this Agreement shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Party for whom it is intended at its address as set forth below:

If to Company:

Municipal Waste Solutions, LLC
92 Harold Bouchard Way
Hampden, ME 04444
Attn: Kevin Hogan
Email: Khogan@innovative-rr.com

With a copy to (which shall not constitute sufficient notice):

Bernstein Shur Sawyer & Nelson, P.A.
100 Middle Street
PO Box 9729
Portland, ME 04104-5029
Attn: Adam R. Prescott, Esq.
Email: aprescott@bernsteinshur.com

If to Customer:

[•]

With a copy to (which shall not constitute sufficient notice):

[●]

(d) References. The captions appearing under the section number designations of this Agreement are for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement. Unless the context clearly requires otherwise, references to section numbers and schedules shall be deemed references to section numbers and schedules to this Agreement.

(e) Choice of Law. This Agreement and all amendments hereto and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to principles of conflicts of law.

(f) Dispute Resolution. If any dispute, claim, or controversy arises between the Parties in connection with this Agreement (each such dispute, claim, or controversy, a “Dispute”), then either of the Parties may provide the other Party with written notice thereof (a “Dispute Notice”), and the Parties shall use commercially reasonable efforts to resolve the Dispute set forth in the Dispute Notice through negotiation and consultation between themselves within thirty (30) days after the date of the Dispute Notice. If the Dispute is not resolved within thirty (30) days after the date of the Dispute Notice, then the Parties agree that the Dispute shall be submitted to, and resolved and decided by, final and binding arbitration before a single arbitrator, selected jointly by the parties, in Portland, Maine, under the Expedited Procedures of the then-prevailing rules of the American Arbitration Association for resolution of commercial disputes. Any arbitration proceeding hereunder shall be the exclusive mechanism through which the Parties may resolve any Dispute that may arise from time to time under this Agreement. Any award or decision rendered by the arbitrator in connection with any arbitration proceeding hereunder shall be final, non-reviewable, non-appealable, and binding upon the Parties and may be entered and enforced by any court of competent jurisdiction; provided, however, that no such award or decision shall include punitive or exemplary damages to either Party. This agreement to arbitrate is intended to ensure the speedy and less costly resolution of claims and disputes and, to the extent permitted by due process, shall encompass any and all related claims or counterclaims by or against the Parties.

(g) Waiver of Jury Trial. THE PARTIES HEREBY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT SUCH PARTIES MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR ACTION ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY CERTIFIES THAT NEITHER IT NOR ANY OF ITS REPRESENTATIVES HAS BEEN REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL. FURTHER, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY RELIED ON THIS WAIVER OF RIGHT TO JURY TRIAL AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

(h) Further Assurances. The Parties agree to execute whatever reasonable documents and take such actions as may reasonably be necessary to effectuate the terms and intent of this Agreement.

(i) Attorneys’ Fees. In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement, or the breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable expenses, attorneys’ fees, and costs. Attorneys’ fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys’ fees shall survive any judgment and shall not be deemed merged into the judgment.

(j) Survival. The obligations of the Parties pursuant to Section 1, Section 5, Section 11, Section 12, and Section 14 shall survive the termination, cancellation, or expiration of this Agreement.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy of this Agreement.

(l) Severability. If any section, subsection, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

(m) Independent Contractor. It is the expressed intention of the Parties that Company performs the Processing Services as an independent contractor and not as an employee, agent (except to the extent expressly provided in this Agreement), joint venturer, or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Company and Customer. The Parties acknowledge that Company is not an employee for tax purposes in any applicable jurisdiction where the Processing Services are performed. Each Party shall be responsible for its own operating expenses and personnel expenses. Each Party will pay, collect, and remit such taxes as may be imposed with respect to any compensation or transactions under this Agreement. Each Party will be responsible for all costs and expenses incurred by it in connection with the negotiation and execution of this Agreement.

(n) Successors. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns.

(o) Interpretation. In this Agreement, unless a clear contrary intention appears: (i) the singular form includes the plural form and vice versa; (ii) reference to any Person includes such Person's successors and assigns but only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement (including this Agreement), document, or instrument means, unless specifically provided otherwise, such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any Applicable Law means, unless specifically provided otherwise, such Applicable Law as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means, unless specifically provided otherwise, that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision; (vi) reference in this Agreement to any Section, Schedule, or Exhibit means such Section hereof or Schedule or Exhibit hereto; (vii) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section, or other provision thereof; (viii) "including" (and with correlative meaning "include") means "including without limiting the generality of any description preceding such term; (ix) "or" is not exclusive; (x) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (xi) the Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein; provided that in the event a word or phrase defined in this Agreement is expressly given a different meaning in any Schedule or Exhibit, such different definition shall apply only to such Schedule or Exhibit defining such word or phrase independently, and the meaning given such word or phrase in this Agreement shall control for purposes of the remainder of this Agreement, and

such alternative meaning shall have no bearing or effect on the interpretation of the remainder of this Agreement; (xii) all references to “Dollars” means United States Dollars; (xiii) references to “days” shall mean calendar days, unless the term “Business Days” is used; and (xiv) except as otherwise provided herein, all actions which any Person may take and all determinations which any Person may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Person.

(p) Entire Agreement. This Agreement shall constitute the entire agreement among the Parties regarding the matters hereunder. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

[Signatures Appear on Next Page]

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

MUNICIPAL WASTE SOLUTIONS, LLC

By: _____
Name: James Condela
Title: CEO

[●]

By: _____
Name: [●]
Title: [●]

SCHEDULE 1

Definitions

“Acceptable Waste” has the meaning set forth in Exhibit B.

“Agreement” has the meaning set forth in the preamble hereof and shall include all Exhibits and Schedules to the Agreement, which are incorporated into the Agreement by reference and made a part thereof.

“Applicable Laws” means laws, regulations, rules, statutes, codes, orders, permits, policies, licenses, certifications, decrees, directives, standards, ordinances, and interpretations imposed by any Governmental Authority pertaining to performance of the Parties’ obligations hereunder.

“Back-Up Facility” shall have the meaning set forth in Section 2(c).

“Business Day” means a day other than a Saturday, Sunday, or a day on which commercial banks in New York or Maine are authorized or required to be closed for business.

“Bypass Waste” means Acceptable Waste available for delivery to the Facility that is instead bypassed to a Back-up Facility and not accepted or not processed at the Facility.

“Change in Law” means any of the following: (a) the adoption, modification, promulgation or binding interpretation after the Effective Date, inconsistent with and more stringent than what was in effect as of the Effective Date, of any federal, state or local statute, regulation or ordinance relating to the Facility; (b) the imposition of any material new condition or requirement in connection with the issuance, renewal, or modification of any official permit, license, or approval relating to the Facility after the date of the Effective Date that is inconsistent with and more stringent than what was in effect on the Effective Date or with what had been agreed to in any application of Company for official permits, licenses, or approvals that was pending as of the date of the Effective Date; (c) a condemnation or taking by eminent domain having a material adverse effect on the Facility; or (d) an order or judgment of any federal, state, or local court, administrative agency or governmental body relating to the Facility that is inconsistent with the law or legal requirement in effect as of the date of the Effective Date; provided that changes in federal or state tax laws or tax credits or incentives shall not be construed as changes in law.

“Company” has the meaning set forth in the recitals hereof.

“Company Party” has the meaning set forth in Section 11(b).

“Confidential Information” means any and all current and future product information, technical and manufacturing information, trade secrets, know how, processes, formulas, product ideas, product design, product applications, inventions (whether patentable or not), improvements, techniques, designs, drawings, inventions, patents, patent applications and patent information, research and development, equipment, prototypes, plans, proposals, tools, molds, models, samples, marketing and sales plans, marketing information, business plans, pricing information, financial information, profitability information, the identity of existing and potential customers and business partners and all other information concerning customers, prospects and business partners, software, source code, object code, data, research, technology, developments, inventions, techniques, specifications, strategies, methods, processes, compositions, designs and configurations of any kind or improvements to them, technical information, business and financial information relating to the business, products, practices and techniques of disclosing Party, and all concepts and ideas reasonably related to the business of disclosing Party that disclosing Party holds confidential and which have not previously been publicly released by duly authorized representatives of disclosing Party, data or information, design, process, procedure, formula, business method or improvement that is valuable to the disclosing Party and that is not generally known to its competitors or to the public including, but not

limited to, financial and marketing information, and specialized information and technology developed or acquired by such party, but *excluding* any information that (i) becomes known to the general public without fault or breach on the part of the receiving Party; (ii) is, at the time of disclosure, in the public domain; (iii) the receiving Party obtains from a third party without breach of any nondisclosure obligation and without restriction on further disclosure, or (iv) prior to the disclosure, was already known to receiving Party without restriction on use or disclosure, as shown by receiving Party's written records.

"Confidentiality Agreement" shall mean a written agreement between the Parties for the treatment and non-disclosure of Confidential Information, including related to any prior letter of intent between the Parties.

"CPI" means the Consumer Price Index for All Urban Consumers: U.S. City Average, all-items index, as most recently published by the United States Bureau of Labor Statistics as of January 1 of each calendar year.

"Customer" has the meaning set forth in the recitals hereof.

"Customer Party" has the meaning set forth in Section 11(a).

"Disposal Agreement" means each disposal agreement between Company and the owner or operator of a waste disposal facility pursuant to which the Company may deliver or transfer Residuals and/or Bypass Waste.

"Disposal Cost Differential" has the meaning set forth in Section 4(b)(ii).

"Disposal Facility" means each waste disposal facility permitted by the appropriate Governmental Authorities to which the Company may deliver Residuals and/or Bypass Waste in accordance with the terms of a Disposal Agreement.

"Dispute" has the meaning set forth in Section 14(f).

"Dispute Notice" has the meaning set forth in Section 14(f).

"Effective Date" has the meaning set forth in the preamble of the Agreement.

"Exhibit" means each and every exhibit to the Agreement.

"Facility" has the meaning set forth in the recitals hereof.

"Flammable Waste" has the meaning set forth in **Exhibit B**.

"Force Majeure" means any event or circumstance that wholly or partly prevents or delays the performance of any material obligation arising under the Agreement, but only if and to the extent (a) such event is beyond the reasonable control of the Party affected and could not have been avoided, overcome or mitigated by the exercise of reasonable care by the Party affected, (b) such event or circumstance did not exist on or before the date of this Agreement (provided, however, that the impacts of COVID-19 infections occurring at the Facility shall not be excluded by this clause (b), except to the extent caused by the failure of any Company Party to comply with any then-applicable COVID-19 protocol), (c) the Party seeking to have its performance obligation(s) excused thereby has taken all commercially reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and that, by the exercise of due diligence, such Party could not, using commercially reasonable efforts, have been expected to avoid and that, by the exercise of due diligence, it has been unable to overcome, and (d) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

“Government Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Hauler” means any Person that delivers or is allowed to deliver Acceptable Waste to the Facility for or on behalf of Customer.

“Hazardous Waste” has the meaning set forth in **Exhibit B**.

“Independent Accountant” has the meaning set forth in Section 5(d).

“Infectious or Biological Waste” has the meaning set forth in **Exhibit B**.

“Initial Term” has the meaning set forth in Section 6(b).

“Knowledge” with respect to: (a) Company, means [James Condela and Kevin Hogan], and (b) Customer, means the town manager or equivalent persons responsible for waste disposal for Customer.

“Lender” means any person or entity, or syndicate of persons or entities, identified by Company as providing debt financing for the Facility or any trustee, agent or representing acting for the benefit of or on behalf of such persons; provided that, in the case of a syndicate or similar grouping of lenders, the members of the syndicate or group shall act through a single designated representative and not individually.

“Losses” means losses, costs, damages, injuries, liabilities, claims, demands, penalties, assessments, interest, causes of action, and expenses, including reasonable attorney’s fees.

“Party” and “Parties” have the meaning set forth in the recitals hereof.

“Person” means any individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Government Authority, or other entity having legal capacity.

“Processing Services” has the meaning set forth in Section 2(b).

“Renewal Term” has the meaning set forth in Section 6(b).

“Residuals” means all of the nonhazardous solid materials remaining after the processing of Acceptable Waste at the Facility that have not been recycled or reused.

“Schedules” means all schedules to the Agreement.

“Tipping Fee” means the fee as set forth in Section 5(a) (as may be adjusted from time to time in accordance with the Agreement).

“Unacceptable Waste” has the meaning set forth in Section 2(d).

“Unacceptable Waste Losses” has the meaning set forth in Section 3(e).

EXHIBIT A

Area

[To be completed.]

EXHIBIT B

Definition of Acceptable Waste and Related Terms

A. “Acceptable Waste” means all ordinary household, municipal, institutional, commercial and industrial wastes, refuse, and discarded materials, other acceptable materials as set forth in the Company’s Department of Environmental Protection permit (as may be modified from time to time), except for the following, which shall be considered Unacceptable Waste, but excluding *de minimus* amounts of such waste typically found in household waste and in quantities below thresholds for regulatory requirements for separate management:

1. demolition or construction debris from building and roadway projects or locations;
2. liquid wastes or sludges;
3. abandoned or junk vehicles and car parts, but excluding small quantities of tires accepted by agreement with the Company;
4. Hazardous Waste and Flammable Waste;
5. Infectious or Biological Waste, including dead animals or portions thereof or other pathological wastes;
6. water treatment facility residues;
7. tree stumps;
8. tannery sludge;
9. waste oil, lubricants or fuels, including gasoline and propane;
10. discarded “white goods”, including bulky items such as washing machines and dryers, and items such as freezers, refrigerators, air conditioners that contain ozone depleting substances such as Chlorofluorocarbons (CFCs) and Hydro chlorofluorocarbons (HCFCs) with common names such as “Freon” and Refrigerants (“R-12”).
11. waste which, in the reasonable judgment of COMPANY based on a visual inspection at the time of delivery, could, if processed, result in damage to the Facility, interruption of normal Facility operations or extraordinary processing or maintenance costs, solely by virtue of the physical or chemical properties of such waste.
12. waste that, if delivered to the landfill as Bypass Waste, is considered Unacceptable Waste under the terms of the agreement between Company and the owner or operator of the landfill.

“Flammable Waste” shall mean waste classified as Class 1 Explosives (49 CFR § 173.50), Class 2.1 Flammable Gas (49 CFR § 173.115(a)), Class 3 Flammable Liquids (49 CFR § 173.12(1)), Class 4 Flammable Solids (49 CFR § 173.124), or Class 5 Oxidizers 49 CFR § 173.127 under Maine Department of Transportation regulations or as flammable, combustible, or explosive under U.S. Department of Labor, Occupational Safety and Health Administration regulations (29 CFR Part 1910 Subpart H), or any waste that is explosive or highly flammable, combustible, or combustion-inducing, whether in liquid, solid or gaseous form and whether contained or uncontained, including but not limited to explosives, fuels, and munitions.

“Hazardous Waste” shall mean waste that, by reason of its composition or characteristic, is toxic or hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C 6900 et.seq., or the Resource Conservation and Recovery Act, 42 USC 2 §6903 (5), in either case as replaced, amended, expanded or supplemented, and regulations interpreting such acts, or in 38 M.R.S. §1303-C(15), and regulations interpreting such statute, as any of the foregoing may be amended from time to time and other hazardous wastes of any kind or nature, such as radioactive materials or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended, cleaning fluids, crankcase oils, cutting oils, liquid solvents, paints, acids, caustics, poisons, pesticides, insecticides, or drugs but shall not include de minimus amounts of consumer products used for household purposes and typically included in household

waste in compliance with applicable law. If any Governmental Authority or unit having appropriate jurisdiction shall determine that certain chemicals or other substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, such chemicals or other substances shall be Hazardous Waste.

“Infectious or Biological Waste” shall mean (i) such waste as defined from time to time by local regulations and ordinances, state or federal law, including county regulations and laws of the State of Maine, as infectious, including, but not limited to, laboratory waste, blood, regulated body fluids, sharps, research animal wastes, and human tissues and body parts removed accidentally or during surgery or autopsy and intended for disposal; and (ii) pathological, biomedical and biological waste; sanitary sewage and other highly diluted water-carried materials or substances including silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Act, as amended, and dissolved materials in irrigation return flows; human or animal waste; sludge, including sewage sludge and septic and cesspool pump outs; and human and animal remains.

EXHIBIT C

Delivery Procedure and Rules

Every Hauler delivering waste to the Facility shall be required to comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to transportation vehicles and to the transportation of solid waste. All Haulers shall also comply with the following delivery requirements, and Company reserves the right to amend or clarify these delivery requirements from time to time upon written notice.

A. Scheduling.

- All vehicles will be scheduled to arrive on the site during operating hours of the Facility.
- Vehicles will not arrive or park at the Facility before operating hours commence.
- Vehicles will depart from the Facility on a timely basis after depositing their loads.

B. Designated Routes.

- All vehicles entering or leaving the Facility shall do so via the access road, Cold Brook Road, and Maine state-routed or federal highways that include Interstate 95 and U.S. Routes 202 or 1A.
- Vehicles shall not travel on unlisted local roads and shall not deviate from designated routes.

C. Community Requirements.

- Observe all posted speed limits, signs, and traffic control signals.
- Do not use engine (Jake) brakes on the access road or on Cold Brook Road.
- Ensure all loads are secured to prevent impacts from litter or fugitive odors.
- Ensure all vehicles are properly registered, licensed, tested and labeled in accordance with applicable requirements.
- Ensure all vehicles are properly maintained and kept in safe condition to enable safe driving and transport.
- Ensure all vehicles are kept clean as necessary to avoid unacceptable levels of fugitive odors.
- Ensure that all drivers are properly licensed and trained in the applicable tasks, have been provided a copy of these rules and have been instructed to ensure strict observance of these rules and all safety rules, regulations, and routing.

D. Delivery.

- Haulers shall deliver Acceptable Waste to the Facility. Haulers shall ensure that drivers are trained in the definition of Acceptable Waste and are trained not to collect materials that are not included in the definition of Acceptable Waste.
- Haulers shall obey the instructions of Facility personnel while on the Facility premises related to queuing positions, entrance into and egress from the facility, and positioning, and location for the unloading process.
- Haulers shall allow Company, in its sole discretion, to inspect the contents of any delivery vehicle at the Facility in order to determine the presence of Unacceptable Waste, and the vehicle operator shall unload the contents as directed by Company for inspection and/or the taking of samples.
- If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The Hauler shall then remove such Unacceptable Waste promptly from the Facility at no cost to Company and make alternative

arrangements for handling and disposal in accordance with Applicable Laws and directives of any regulatory agency having jurisdiction at the sole cost and expense of such Hauler.

- Haulers shall be obligated to clean any loose debris off the rear of the truck or trailer prior to exiting the Facility.

E. Identification.

- Haulers delivering materials on behalf of Customer shall provide the driver's name, hauler name, and name of municipality or other source of materials being delivered to scale house personnel for the gate receipt.

F. Insurance.

- All Haulers must maintain insurance coverage at least at statutory levels for vehicle liability; commercial general liability for general aggregate and products coverage; and workers' compensation and employer's liability coverage with policy limits per accident and per employee, in each case of not less than \$2.0 million.
- All Haulers must keep on file with Company a currently valid certificate of insurance confirming the above coverages and naming Company as an additional insured.

G. Non-Compliance and Remedies.

- Non-compliance with any of these delivery rules may result in remedial action by Company, including, without limitation: (i) rejection or delay in servicing of the specific load; (ii) temporary or permanent exclusion from the Facility; or (iii) fines or other monetary penalties or charges.
- Offending drivers may be subject to verbal warnings and written warnings from Company in addition to any remedial actions, provided that such warnings are not a pre-condition to any remedial action, except that a written warning shall be required before permanent exclusion.

CommonWealth

Resource Management Corporation

18 July 2023

The Municipal Review Committee, Inc. (the MRC)
Attn.: Michael Carroll, Executive Director
20 Godfrey Drive, Suite 213
Orono, Maine 04473

RE: Joining Member Assets Managed by the MRC for the Second Quarter of 2023:
Financial Statements and Distributions

Dear Members of the Committee:

CommonWealth Resource Management Corporation (CRMC) herein presents financial statements through the second quarter of 2023 for assets of Joining Members held through the joint venture with the MRC (the Joint Venture). The Joining Members include 83 municipalities and public entities that entered into Joinder Agreements with the MRC prior to April 1, 2018, pursuant to which the MRC managed disposal of the MSW collected within their borders, and also managed related funds and assets. To accept and process the MSW, the MRC sponsored development by a private company of a mixed waste processing facility in Hampden, Maine (the Facility). The Facility began accepting and processing MSW in 2019, but suspended operations and was placed in receivership in 2020. The Facility remained idle through the first half of 2023.

On June 30, 2023, the MRC entered into a series of agreements and arrangements with a private company, Innovative Resource Recovery, LLC (Innovative), for the purpose of re-capitalizing and re-opening the Hampden Facility to accept and process MSW being delivered by Joining Members pursuant to the Joinder Agreements. Previously in 2022, the MRC had formed a limited liability company, Municipal Waste Solutions, LLC (MWS LLC), to purchase the Facility and related assets out of receivership as a step toward its re-opening. The agreements entered into by the MRC on June 30, 2023, which implement a sale of interests in MWS LLC from the MRC to Innovative, include two agreements between the MRC and Innovative; two amended and restated agreements between the MRC and MWS LLC; and two new agreements between the MRC and MWS LLC. Specifically, the agreements include:

- A membership interest purchase agreement between the MRC and Innovative, pursuant to which the MRC sold, and Innovative purchased, 90 percent of the membership interests in MWS LLC. The MRC retains ownership of 10 percent of the membership interests in MWS LLC.
- An amended and restated limited liability company agreement among the members of MWS LLC that sets forth terms and conditions governing the operation and management of MWS LLC moving forward.
- An amended and restated site lease between MRC as owner of the Site and MWS LLC as the owner of the Facility.

- An amended and restated master waste supply agreement between the MRC as the representative of the Joining Members that would provide MSW under the Joinder Agreements, and MWS LLC as the owner and operator of the Facility that would accept and process the MSW after resumption of commercial operation.
- A consent and forbearance agreement between the MRC and MWS LLC to waive contractual defaults and address business arrangements over the interim period until the Facility resumes commercial operation.
- A management services agreement pursuant to which the MRC would continue to oversee delivery of MSW from Joining Members to the Hampden Facility or to bypass disposal facilities; collect tip fees from Joining Members; make payments for the costs of bypass disposal; and provide other services as described in the agreement.

The agreements result in material changes in the statement of the financial position of the MRC as reflected in its financial statements (see Tables 1 and 2 attached). As shown on the Joint Venture Balance Sheet, the assets and liabilities of the Joint Venture being managed by the MRC now include the following:

1. Cash, cash equivalents and financial investment accounts held in four accounts, with two cash accounts at First National Bank (the Contingency Account and the Development and Distribution Account (D and D Account)); and two investment accounts managed by First National Wealth Management (the Tip Fee Stabilization Account; and the Cash Collateral Account).
2. An 88-acre site accessible from Harold Bouchard Way off Coldbrook Road in Hampden, Maine, which the MRC purchased in 2017 (the Site). The Facility is located on the Site.
3. A 10-percent ownership position in MWS LLC.
4. Accounts receivable and payable, the most significant of which are related to MRC management of Joining Member MSW being bypassed to back-up disposal facilities during suspension of operation of the Hampden Facility and prior to June 30, 2023.
5. Payments to certain Joining Members deferred by prior action of the MRC Board of Directors.

The financial statements for the joint venture of the MRC and the Joining Members, attached hereto as Table 1 (the Governmental Funds Balance Sheet / Statement of Net Position) and Table 2 (Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balance/Statement of Activities), have been modified to reflect the changes in MRC assets and liabilities and the agreements set forth above as of June 30, 2023. The modifications and changes are addressed in the detailed discussion of the financial statements set forth below.

Regarding the administration of funds, CRMC offers the following recommendations:

1. Consistent with prior Board decisions from 2022, until the MRC cash position improves, continue to defer payments of **\$92,137.58** to reimburse fees not collected in prior quarters due to suspension of Facility operations.
2. Authorize a transfer, in an amount to be discussed at the meeting, from the Contingency Account to the Operating Account to fund (a) closing and other costs associated with the agreements; and (b) MRC administrative expenses consistent with the 2023 operating budget.

MRC quarterly financial statements: balance sheets and statements of net position

Table 1 presents balance sheets for the Joint Venture as of end of the second quarter of 2023 and preceding quarters in a format that reflects financial statements prepared previously by the MRC's auditor, with additional line-items and adjustments to present activity related to the transaction and agreements closed on June 30, 2023. As shown, as of July 1, 2023, the Joint Venture had total assets of **\$5,330,840.84** comprised of the following:

- Balance of **\$716,280.49** in the Contingency Account (formerly the Operating Budget Stabilization Account), which is held in a liquid money market account at First National Bank. This account was used in the quarter to pay \$118,243.00 of Facility expenses on behalf of MWS; \$47,914.57 in lien payments; \$1,380,093.68 for Joining Member MSW sent to bypass disposal facilities; and to receive tip fees of \$1,444,889.63 from Joining Members. A net amount of \$35,178.11 was transferred to the Operating Account to reconcile prior transfers.
- Balance of **\$101,210.04** in the Development and Distribution Account (the D and D Account, formerly the Custody Account) held at First National Bank. The account balance includes grant funds of \$42,467 for future staffing from the Pandemic Recovery for an Innovative Maine Economy (PRIME) Fund being held in escrow, leaving an unrestricted balance of \$58,743.04. The D and D Account was used during the quarter to complete the obligation to pay distributions to Joining Members.
- Balance of **\$950,340.69** in the Tip Fee Stabilization Account, which is managed by First National Wealth Management (affiliated with First NB). The balance was comprised of fixed income assets (market value of \$915,916.28 for a mix of US Treasury bills, US agency bond investments funds and commercial bank CDs plus \$30,223.36 in cash equivalents) valued at **\$946,139.64** and accrued interest of **\$4,201.05**. Withdrawals during the quarter included \$50,000 transferred to the Operating Account to pay administrative costs.
- Balance of **\$314,948.33** in the Cash Collateral Agency Account held at First NB for the benefit of the MRC. This balance is comprised of fixed income funds and short-term investment funds valued at \$290,402.32; cash and equivalents of \$24,139.29; and \$406.72 of accrued interest.
- Accounts Receivable of **\$479,277.22** for tip fees from Joining Members for MSW delivered in the quarter, over 93.4 percent of which have been out for less than 30 days.

- The Site owned by the MRC improved for development of the Facility, valued at **\$1,138,748.27** as described in prior asset management letters. Although the MRC continues to own the Site, ownership of the access road to the Facility and certain other infrastructure has been turned over to the Town of Hampden. The value of \$1,138,748.27 is based on full book cost for Site acquisition and improvements net of the book cost of the infrastructure turned over to the Town of Hampden. The MRC has not performed an appraisal of the Site market value, which likely exceeds the book value.
- Investment in MWS of **\$1,630,035.80**, which includes (a) the MRC's net purchase price of **\$1,169,346.58** for the Facility and related assets assigned to MWS; and (b) cumulative subsequent MRC investment in ongoing expenses of **\$460,689.22**. Note the current book cost does not account for any market value of the Facility that might be imputed on the basis of the purchase price for Innovative to acquire its shares of MWS LLC, because the terms of the purchase and sales arrangement include contingent payments and conditional liabilities that cannot be considered as realized revenue or incurred costs. The value of the MRC's investment in MWS LLC will be re-evaluated at the end of next quarter, when more information will likely be available regarding the value of MWS LLC.

As Table 1 also shows, as of July 1, 2023, the joint venture of the MRC and the Joining Members had liabilities and payables of **\$690,520.83** comprised of the following:

- Disposal costs accrued of **\$597,713.00** based on disposal fees incurred but not yet paid, and in some cases not yet invoiced or swapped, for bypass MSW delivered for disposal through the end of the quarter.
- Deferred reimbursements of to certain Joining Members of lost fees of **\$92,137.58** as described in previous asset management letters.
- Prior payments outstanding to Joining Members of **\$661.25** that had not cleared the MRC bank account by the end of the quarter.

Note that all lien balances that survived receivership had been paid off as of the end of the quarter.

Accounting for the Total Assets of \$5,330,840.84 and total liabilities and payables of \$690,520.83, as of the end of the quarter the MRC had a Net Position for the benefit of Joining Members of **\$4,640,311.01**.

MRC quarterly financial statements: statement of activities and changes in net position

Table 2 presents additions (revenues) and deductions (expenditures) of the joint venture for the second quarter of 2023 and preceding quarters. The excess of revenues over expenditures, as adjusted for changes in balance sheet items, is reconciled with the change in the Net Position over each quarter. The financial statements incorporate revenues realized for services provided and expenses incurred for services incurred, but do not recognize potential revenues contingent

on future satisfaction of conditions or expenses related to contingent liabilities for events yet to occur and conditions not yet satisfied. Table 2 also shows transfers to the MRC Operating Fund. As shown:

- The MRC received revenue of **\$1,444,889.63** from tip fees for Joining Member MSW delivered and accepted in the quarter.
- The MRC earned **\$8,396.70** in interest and dividends net of bank fees from invested funds in the quarter. Accrued interest increased by **\$2,061.00**. The market value of investments depreciated by **\$9,638.62** during the quarter, which is attributable to changes in the market valuations of fixed income assets as interest rates fluctuate.
- The MRC paid disposal costs of **\$1,380,093.68** for disposal of bypassed Joining Member MSW in the quarter.
- The MRC made no distributions to Joining Members in the quarter, other than a payment of **\$87.30** from a prior quarter that cleared the account in the past quarter.
- The MRC paid expenses of **\$118,243.00** to secure the Facility.
- The MRC made payments to lien-holders and the Town of Hampden of **\$397,914.57**. These payments, in addition to payments by Innovative as part of the purchase of ownership shares in MWS LLC, were sufficient to pay off all liens that had survived the receivership.
- The MRC transferred **\$50,000.00** to the Operating Fund during the quarter.

Accounting for the excess of additions over deductions and adjusting for payment lags due to accounts payable and receivable and non-cash items, the MRC experienced a Change in Position that was a net increase of **\$172,918.67** in the quarter.

CRMC recommends that the Board consider authorizing a transfer from the Contingency Account to the Operating Account based on information to be discussed at the Board meeting. The transfer would fund (a) closing and other costs associated with completion of the agreements; and (b) MRC administrative expenses in the upcoming quarter consistent with the 2023 operating budget.

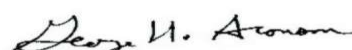
Reserve fund requirements and resources

As of July 1, 2023, the status of the requirements for reserve funds in Exhibit B, Section 2 of the Joinder Agreements is described below:

Reserve fund requirement	Resources
\$5.0 million for actual expenditures for acquisition of the site and development of related infrastructure	Satisfied by expenditures in 2016 and 2017
\$1.167 million as the Closure Reserve Fund	Satisfied by funding expenditures from the Operating Fund
\$3.0 million for the Delivery Sufficiency Reserve Fund	Minimum balance requirement removed by amendments to the Site Lease and Master Waste Supply Agreements.
Up to \$7.0 million as the Building Reserve	Minimum balance requirement removed by amendments to the Site Lease and Master Waste Supply Agreements.
\$1.0 million for Bridge Waste transportation costs held in Tip Fee Stabilization Fund and D and D Account	The cost reimbursement period ended for the MRC at the Commercial Operation Date. The remaining funds were included in the Target Value Reserve Fund.
Target Value Reserve Fund	The payment obligation period ended in 2022. The last payments were made in January 2023.
Unrestricted fund balances	\$ 950,340.69 in the Tip Fee Stabilization Account <u>314,948.33 in the Cash Collateral Account</u>
Investment accounts	\$ 1,265,289.02
	\$ 716,280.49 Contingency Account balance <u>58,743.04 unrestricted in the D and D Account</u>
Working capital accounts	<u>\$ 775,023.53 subtotal</u>
	\$ 2,040,302.55 Total unrestricted balance
Payables and accrued payments	(\$ 661.25) Uncleared distribution payments (\$ 92,137.58) <u>Deferred fee reimbursements</u> (\$ 92,798.83 Payables/accruals excluding bypass
Unrestricted balance net of payables/accruals excluding tip fees and bypass disposal costs	\$1,947,503.72 net unrestricted

If you have any further questions, please feel free to contact me.

Sincerely,



George H. Aronson, Principal

Attachments: Tables 1 through 2

Table 1													
Joint Venture of the Joining Members of the Municipal Review Committee, Inc.													
Governmental Funds Balance Sheet / Statement of Net Position													
Quarterly Basis through 2Q 2023, adjusted for audit through 4Q 2020													
	Notes	Unaudited 1-Jul-23	Unaudited 1-Apr-23	Unaudited 1-Jan-23	Unaudited 1-Oct-22	Unaudited 1-Jul-22	Unaudited 1-Apr-22	Audit in progress 1-Jan-22	Audit in progress 1-Oct-21	Audit in progress 1-Jul-21	Audit in progress 1-Apr-21	Audited 1-Jan-21	
ASSETS													
Cash and cash equivalents													
Contingency Account (First National Bank WM)		716,280.49	852,162.65	423,517.34	556,701.06	646,592.23	91,328.85	269,574.05	239,770.80	335,570.69	286,756.15	438,527.50	
D and D Account (First National Bank)	1	58,743.04	58,716.88	54,662.41	46,678.38	27,210.99	26,153.79	22,045.91	21,391.94	25,977.36	28,876.23	9,339.90	
PRIME grant funds held in escrow		42,467.00	42,467.00	42,467.00									
Custody Account (Bangor Savings Bank)	1											233.07	
Investments accounts													
Tip Fee Stabilization Fund													
Account balance (at First National Wealth Management)	2	946,139.64	997,758.37	1,040,327.76	1,356,646.89	1,763,281.46	3,102,531.60	3,809,371.05	4,411,548.86	5,055,927.52	5,237,748.51	5,520,157.59	
Accrued income	2	4,201.05	2,212.70	3,880.67	4,225.77	6,293.81	7,633.70	5,441.64	14,092.99	12,319.58	9,207.90	19,715.64	
Cash Collateral Account/Delivery Sufficiency Fund													
Account balance (at First National Wealth Management)	2	314,541.61	314,935.83	306,572.37	301,163.38	1,342,677.70	1,459,237.80	1,526,807.27	1,527,500.89	1,525,331.01	1,506,803.43	1,532,869.71	
Accrued income (at First National Wealth Management)	2	406.72	334.07	203.88	622.28	2,883.75	2,223.44	498.25	3,506.95	2,323.74	1,131.13	1,088.33	
Exclusivity and other escrow deposits	3		-	150,000.00	250,000.00	150,000.00							
Accounts receivable													
Tip Fees receivable for Joining Members MSW	4	479,277.22	588,096.25	313,829.33	509,506.88	478,186.49	410,993.91	134,265.96	579,625.56	339,053.45	532,067.06	688,938.00	
Reimbursements receivable for Facility costs								-	9,739.95	7,050.79	-	15,342.04	
Investment in Site and Facilities													
Value of Hampden Site	4	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	1,138,748.27	
Value of Investment in MWS LLC	5												
Acquisition cost for the Facility and Coastal assets	6	1,169,346.58	1,169,346.58	1,169,346.58	1,169,346.58								
Advances for expenses after purchase (cumulative)	6	460,689.22	342,446.22	199,471.58	50,599.58								
TOTAL ASSETS		5,330,840.84	5,507,224.82	4,843,027.19	5,384,239.07	5,555,874.70	6,238,851.36	6,906,752.40	7,945,926.21	8,442,302.41	8,741,338.68	9,364,960.05	
LIABILITIES AND NET POSITION													
Liabilities													
Accrued bypass disposal for Joining Member MSW	10	597,731.00	691,273.90	555,637.83	485,810.93	604,115.76	105,987.59	583,783.09	152,213.75	538,431.07	489,450.13	645,642.37	
Distribution payable to Joining Members, current quarter	7	-	-	36,074.24	121,999.99	105,773.76	123,932.79	146,036.62	167,311.84	151,651.68	126,636.89	149,421.48	
Payments to Joining Members deferred	8	92,137.58	92,137.58	92,137.58	78,992.13	41,439.16							
Other payables (liens and issued checks uncashed)	9	661.25	256,421.00	431,996.25	495,370.50	310.94	310.94	367.45	2,087.90	8,142.30	2,366.40		
Total liabilities		690,529.83	1,039,832.48	1,115,845.90	1,182,173.55	751,639.62	230,231.32	730,187.16	321,613.49	698,225.05	618,453.42	795,063.85	
Net Position held for the benefit of Joining Members		4,640,311.01	4,467,392.34	3,727,181.29	4,202,065.52	4,804,235.08	6,008,620.04	6,176,565.24	7,624,312.72	7,744,077.36	8,122,885.26	8,569,896.20	
TOTAL LIABILITIES AND NET POSITION		5,330,840.84	5,507,224.82	4,843,027.19	5,384,239.07	5,555,874.70	6,238,851.36	6,906,752.40	7,945,926.21	8,442,302.41	8,741,338.68	9,364,960.05	
NOTES													
1 Custody Account at Bangor Savings Bank closed in 1Q 2021. Funds transferred to First National Bank D and D Account.													
2 Assets include investments valued at market value. Accrued income stated separately.													
3 Nonrefundable deposits held subject to various Term Sheet conditions. Note that \$350,000 payment received in 2023 was used to pay Town taxes and fees within the quarter.													
4 Receivable for tonnage delivered for disposal through end of quarter.													
5 Value includes book cost of Site acquisition and development, net of book cost of access road transferred to Town of Hampden. The Site market value has not been appraised independently.													
6 Value based on net purchase price paid on August 9, 2022 for 100% ownership shares. Expenses include payments for operations (but not for liens or bypass disposal) on or after August 9, 2022, from funds advanced from MRC accounts.													
Does not account for payments deferred until after resumption of commercial operations or for MRC share of market value of MWS LLC.													
7 Cash payable to Joining Members in subsequent quarter per the Joinder Agreements.		-	-	36,074.24	121,999.99	105,773.76	123,932.79	146,036.62	167,311.84	151,651.68	126,636.89	149,421.48	
8 Cumulative reimbursements for lost fees deferred starting 2Q 2022.		92,137.58	92,137.58	92,137.58	78,992.13	41,439.16							
9 Checks not yet not cleared		661.25	748.55	731.50	1,105.75	310.94	310.94	367.45	2,087.90	8,142.30	2,366.40	49,623.36	
9 Liens on assets from receivership unpaid or uncashed as of end of quarter		-	255,672.45	431,264.75	494,264.75								
10 Bypass disposal costs unpaid for tons delivered by end of quarter		597,731.00	691,273.90	555,637.83	485,810.93	604,115.76	105,987.59	583,783.09	152,213.75	538,431.07	489,450.13	645,642.37	
Includes allowance for accrued disposal costs for certain unswapped tons		690,529.83	1,039,832.48	1,115,845.90	1,182,173.55	751,639.62							

Table 2											
Joint Venture of the Joining Members of the Municipal Review Committee, Inc.											
Statement of Governmental Fund Revenues, Expenditures and											
Changes in Fund Balance/Statement of Activities											
Quarterly basis through 3Q 2023, audited through 4Q 2021											
	Period from to	Unaudited 2Q 2023 1-Apr-23 1-Jul-23	Unaudited 1Q 2023 1-Jan-23 1-Apr-23	Unaudited 4Q 2022 1-Oct-22 1-Jan-23	Unaudited 3Q 2022 1-Jul-22 1-Oct-22	Unaudited 2Q 2022 1-Apr-22 1-Jul-22	Unaudited 1Q 2022 1-Jan-22 1-Apr-22	Audit in progress 4Q 2021 1-Oct-21 1-Jan-22	Audit in progress 3Q 2021 1-Jul-21 1-Oct-21	Audit in progress 2Q 2021 1-Apr-21 1-Jul-21	Audit in progress 1Q 2021 1-Jan-21 1-Apr-21
ADDITIONS (revenue)											
Revenue from operations											
Tip fees received from Joining Members MSW		1,444,889.63	1,559,889.70	1,954,132.57	1,971,241.42	1,730,280.49	1,476,993.66	1,619,522.91	2,019,256.49	1,586,077.79	1,454,403.87
Reimbursements received for Facility costs				-	-	-	-	-	5,659.20	17,483.80	53,788.40
Revenue from investments											
Interest and dividend income net of fees											
D and D (Custody) Account		113.46	111.66	147.38	73.09	53.49	83.31	54.92	(192.13)	12.91	(214.78)
Tip Fee Stabilization Fund - net earnings		5,318.72	8,656.84	9,382.25	12,282.63	11,776.07	6,776.75	54,367.38	20,801.61	16,482.05	34,922.67
Tip Fee Stabilization Fund - change to accrued income		1,988.35	(1,667.97)	(345.10)	(2,068.04)	(1,339.89)	2,192.06	(8,651.35)	1,773.41	3,111.68	(10,507.74)
Tip Fee Stabilization Fund - appreciation (depreciation)		(6,937.45)	13,773.77	4,298.62	(43,917.20)	(89,026.21)	(113,616.20)	(55,933.19)	(15,180.27)	26,696.96	(77,331.75)
Contingency Account (Op Budget Stab) - net earnings		657.57	550.65	454.61	222.66	93.18	(61.34)	125.98	197.65	157.77	51.65
Cash Collateral Account - net earnings		2,306.95	1,922.16	3,438.88	5,168.24	7,622.88	4,589.20	23,390.56	6,540.17	5,501.19	8,355.56
Cash Collateral Account - change to accrued income		72.65	130.19	(418.40)	(2,261.47)	660.31	1,725.19	(3,008.70)	1,183.21	1,192.61	42.80
Cash Collateral Account - appreciation (depreciation)		(2,701.17)	6,441.30	1,970.11	7,964.02	(60,466.88)	(72,158.67)	(24,084.18)	(4,370.29)	13,026.39	(34,421.84)
TOTAL REVENUE (ADDITIONS)		1,445,708.71	1,589,808.30	1,973,060.92	1,948,705.35	1,599,653.44	1,306,523.96	1,605,784.33	2,035,669.05	1,669,743.15	1,429,088.84
DEDUCTIONS (expenditures)											
Joining Member cash payments		87.30	36,057.19	122,163.35	105,605.70	123,516.93	145,624.53	169,400.95	156,275.01	120,860.99	137,373.14
Disposal costs paid for Joining Member MSW		1,380,093.68	933,010.63	2,276,785.25	2,210,217.10	1,547,699.39	1,883,655.13	1,734,016.80	2,451,872.69	1,610,359.09	1,575,912.78
Expenses paid to secure the Facility (utilities, etc.)		118,243.00	142,974.64	149,784.34	6,750.91	342,544.76	105,126.93	25,850.13	13,517.43	45,292.38	46,764.88
Post-acquisition expenses (liens/Town taxes and fees paid)		397,914.57	175,592.30	63,000.00	30,000.00						
Transfers to Operating Fund		50,000.00	55,217.47	48,201.31	50,000.00	335,345.50	116,746.36	260,590.71	153,641.39	6,304.14	120,446.43
TOTAL EXPENDITURES (DEDUCTIONS)		1,946,338.55	1,342,852.23	2,659,934.25	2,402,573.71	2,349,106.58	2,251,152.95	2,189,858.59	2,775,306.52	1,782,816.60	1,880,497.23
EXCESS OF ADDITIONS OVER DEDUCTIONS		(500,629.84)	246,956.07	(686,873.33)	(453,868.36)	(749,453.14)	(944,628.99)	(584,074.26)	(739,637.47)	(113,073.45)	(451,408.39)
ADJUSTMENTS											
Exclusivity deposit		350,000.00	-	150,000.00	250,000.00						
Maine DEP grant				42,467.00							
Change in value of investment in MWS LLC		118,243.00	142,974.64	148,872.00							
Change in cash payable to Joining Members		-	36,074.24	85,925.75	(16,226.23)	18,159.03	22,103.83	21,275.22	(15,660.16)	(25,014.79)	22,784.59
Change in cash payments deferred		-	-	(13,145.45)	(37,552.97)	(41,439.16)					
Change in other payables		255,759.75	175,575.25	63,374.25	(495,059.56)	-	56.51	1,720.45	6,054.40	(5,775.90)	(2,366.40)
Change in disposal costs payable		93,542.90	(135,636.07)	(69,826.90)	118,304.83	(498,128.17)	477,795.50	(431,569.34)	386,217.32	(48,980.94)	156,192.24
Other adjustment (dues transfer, etc.)		(35,178.11)	-	-	912.34	(716.10)	-	(9,739.95)	2,689.16	7,050.79	(15,342.04)
Change in JM tip fees receivable		(108,819.03)	274,266.92	(195,677.55)	31,320.39	67,192.58	276,727.95	(445,359.60)	240,572.11	(193,013.61)	(156,870.94)
Total adjustments		673,548.51	493,254.98	211,989.10	(148,301.20)	(454,931.82)	776,683.79	(863,673.22)	619,872.83	(265,734.45)	4,397.45
Adjusted Excess of Additions over Deductions		172,918.67	740,211.05	(474,884.23)	(602,169.56)	(1,204,384.96)	(167,945.20)	(1,447,747.48)	(119,764.64)	(378,807.90)	(447,010.94)
CHANGE IN NET POSITION											
End of period		4,640,311.01	4,467,392.34	3,727,181.29	4,202,065.52	4,804,235.08	6,008,620.04	6,176,565.24	7,624,312.72	7,744,077.36	8,122,885.26
Start of period		4,467,392.34	3,727,181.29	4,202,065.52	4,804,235.08	6,008,620.04	6,176,565.24	7,624,312.72	7,744,077.36	8,122,885.26	8,569,896.20
Change in Net Position over Period		172,918.67	740,211.05	(474,884.23)	(602,169.56)	(1,204,384.96)	(167,945.20)	(1,447,747.48)	(119,764.64)	(378,807.90)	(447,010.94)

SOLID WASTE DISPOSAL AGREEMENT

AGREEMENT made and entered into and effective as of this 1st day of July, 2024 by and between the **MID-COAST SOLID WASTE CORPORATION**, having its sites in the following towns in Maine, Camden, Hope, Lincolnville and Rockport, (hereinafter referred to as the "MCSWC" or individually as "Town(s)"), and **WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.**, a Maine corporation, and having its principal place of business at 357 Mercer Road, Norridgewock, Maine 04957, (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

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

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

1. Definitions

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

Loads hauled by Contractor from the Transfer Station to the Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures.

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

2. Term

The duration of this contract will be for a period of three (3) years beginning July 1, 2024 and concluding on June 30, 2027. Upon mutual consent the parties may negotiate in good faith to extend this agreement for two (2) three (3) year periods unless sooner terminated as provided herein.

3. Operation

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

4. Compensation

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

- a. For the period July 1, 2024 through June 30, 2025, the MCSWC shall pay the following disposal fees for the material received at the Contractor's Commercial Entrance.

Municipal Solid Waste	\$80.00 per ton
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- b. Charges after the first year shall be increased annually at a fixed rate of 5% per year.
- c. The Contractor expressly reserves the right to charge and collect from the MCSWC an equitably apportioned share of the increased cost of operating the Site resulting from changes in federal, state or local law or regulation, governing the receipt, transportation, handling, or disposal of Acceptable Waste.

5. Charges, Payments Adjustments.

MCSWC shall pay for the services by the Contractor in accordance with the aforementioned charges within 30 days of the date of Contractors invoice. MCSWC shall pay a service charge on all past due accounts at a rate of 18% per annum. The Contractor may increase the charges to account for the following circumstances outside the control of the Contractor, changes in local, state or federal laws or regulation, imposition of taxes or fees and act of God such as floods, fires, war, or acts of terrorism, etc.

6. Compliance with Laws

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

7. Indemnification

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

The MCSWC shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or

expense is caused by the negligent or wrongful acts or omission of the MCSWC, or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

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

8. Force Majeure

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

9. Modification

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

10. Compliance with Contractor Policies and Procedures

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

11. Illegal Provision

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

12. Notice

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

To The MCSWC

Mid-Coast Solid Waste Corporation
PO Box 1016
Rockport, ME 04856
Attn: Chairperson

To The Contractor

Waste Management Disposal Services of Maine, Inc.
26 Patriot Place, Suite 300
Foxborough, MA 02035
Attn: President

or to such other address as the parties may designate in writing. The Public Sector Representative at the time of this Agreement is Pete Lachapelle, whose office address is located at 14 Taylor Avenue, Rochester, NH 03839.

13. Termination

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

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

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

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

14. Governing Law

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

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

Mid-Coast Solid Waste Corporation
Chairperson

By: Chairperson, Duly Authorized

Date

Waste Management Disposal Services of Maine, Inc.

By: Chris DeSantis, Duly Authorized
President

Date

EXHIBIT A

A. "Hazardous Waste" means:

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

B. "Unacceptable Waste" means:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or 8.
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 -7.
9. Chemical waste from a laboratory.
10. Articles, equipment and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
11. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.

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

Side By Side Cost Comparison between Municipal Reiew Committee & Waste Management Term July 1 2024 to June 30 2027

Term	MRC Tipping	*Annual CPI Increase	MRC Dues	Total Tipping & Dues	2 yr ave Annual Tonnage	Total Annual Disposal	Trucking	Hauls/Yr	Total Annual Trucking	Total Disposal & Trucking	Delta
July 1-December 31, 2024	\$94.00	2.4%	\$2.00	\$96.00	2955	\$283,680.00	\$527.72	181	\$95,517.32	\$379,197.32	
Jan 1-December 31, 2025	\$96.26	2.3%	\$2.00	\$98.26	5910	\$580,716.60	\$527.72	363	\$191,562.36	\$772,278.96	
Jan 1-December 31, 2026	\$98.47	2.3%	\$2.00	\$100.47	5910	\$593,777.70	\$527.72	363	\$191,562.36	\$785,340.06	
Jan 1-June 30, 2027	\$100.73		\$2.00	\$102.73	2955	\$303,567.15	\$527.72	182	\$96,045.04	\$399,612.19	MRC
										\$2,336,428.53	(\$104,467.83)

Term	WM dispoal	Annual 5% increase	State Fees	Total Tipping & Fees	2 yr ave Annual Tonnage	Total Annual Disposal	Trucking	Hauls/Yr	Total Annual Trucking	Total Disposal & Trucking	
July 1 2024-June 30 2025	\$80.00	5%	\$2.00	\$82.00	5910	\$484,620.00	\$648.30	363	\$235,332.90	\$719,952.90	
July 1 2025-June 30 2026	\$84.00	5%	\$2.00	\$86.00	5910	\$508,260.00	\$648.30	363	\$235,332.90	\$743,592.90	
July 1 2026-June 30 2027	\$88.20	5%	\$2.00	\$90.20	5910	\$533,082.00	\$648.30	363	\$235,332.90	\$768,414.90	WM
										\$2,231,960.70	\$104,467.83

*MRC Annual CPI increase annually July 1



LEACHATE

MANAGEMENT SPECIALISTS

WWW.LEACHATE.US

"Finding A Better Way"

September 25, 2023

Mr. Dave St Laurent
Mid-Coast Solid Waste
Facility Manager

Re: **Proposal:** Wetlands System for Midco Solid Waste, Rockport,
Maine

Dear Mr. St Laurent:

Per the request of Mid-Coast Solid Waste (MCSWC), Leachate Management Specialists (LMS) is pleased to provide this proposal for activities related to the potential future installation of a wetland treatment system to process leachate generated at the Jacob's Quarry Landfill (Site), located in Rockport, Maine. The activities proposed include conducting a Site visit, providing a Basis of Design, and assisting with initial permitting activities. Information critical to the design, installation and operation of a full-scale system will be obtained in the steps described below.

Background

MCSWC is seeking a method to reduce the long-term costs for leachate disposal and after an initial evaluation of data, it was concluded that a wetland treatment system is a favorable option. A flow of 50 gpm was used in the evaluation, with compounds of primary concern that include BOD, TSS, iron, and ammonia. A wetland system can be designed to effectively reduce these compounds of concern, as well as many others, to very low levels. The system would be designed to function year-round, including in the cold winter. Preliminary calculations show that the overall footprint is expected to be small at approximately two acres, capital cost is expected to be low relative to other technologies and may range from ~\$550,000 to \$750,000 +/- (depending mostly on the cost of locally supplied media (crushed rock)), and operation and maintenance costs are low and expected to fall in the range of \$15,000 to \$30,000 per year. Adjustments to these preliminary numbers may occur based on the results of subsequent project steps.

Scope of Work

As requested, below is a list of steps and associated costs for moving the wetland project forward. Unless otherwise noted, charges are on a lump sum basis. If any type of fatal flaw to the project is identified, LMS will stop work at the direction of MCSWC and only bill prorated for work completed to date.

Task 1 – Preliminary Permitting Discussion with MCSWC and DEP

LMS will work with MCSWC to communicate with DEP in an effort to determine permitting requirements and the likelihood of this project receiving regulatory approval. The primary goal of this task is to identify potential permit-related fatal flaw(s) prior to conducting other tasks in this proposal. It is anticipated that this task will include remote meetings between the parties, and then an assessment of any additional specific effort that would be required to receive approval. If additional information or permitting tasks are required and requested of LMS, any change in scope will be addressed with a supplemental proposal for MCSWC's consideration.

Task Cost\$2,000

Task 2 – Site Visit

A Site visit is a very important step which is useful for both the preliminary and final design of any wetland treatment system. The primary goals of a Site visit include walking the facility to understand the layout of the landfill, the existing recovery and conveyance of leachate, how a wetland would be incorporated into the existing infrastructure and geography, and meeting with personnel to answer questions, address concerns and understand preferences that will help ensure a successful project.

Task Cost (\$2,500 labor + expenses (billed at cost, assumed ~\$1,500))\$4,000

Task 3 – Basis of Design Including Memo

The basis of design will include formally documenting flows, contaminant loads, Site specifics, known regulatory requirements, and client expectations, all of which affect the final design of a system. It will include meetings with MCSWC to confirm an understanding of necessary project foundations. No public facing meetings or external documents are assumed necessary in this task. A Basis of Design memo, which will also include information learned during the Site visit, will be structured to be independent of the ultimate solution.

Task Cost\$6,000

Task 4 – Conceptual Design and Technical Memorandum

This task includes concept development such as system configuration, sizing, layout, and the hydraulic profile. Concept development will include preparation of technical documents required for permitting and review by regulators including a Technical Memorandum describing the system and detailing the theoretical and empirical data/information available to support project approval. One virtual meeting each with stakeholders and regulators is expected during this phase. Wastewater simulation modeling will also be undertaken to justify system sizing. Formal permit submittal is not included in this task.

Task Cost\$20,000

Task 5 – Project Management and Coordination

This task includes LMS time for contracting, coordination and communications, as well as financial management and tracking of the project. It will also include providing an updated expected cost estimate for full project implementation.

Task Cost\$3,000

Total Proposal Cost.....\$35,000

Note that a pilot test can be conducted if additional proof of concept is required. Each landfill leachate has the potential to behave differently in *any* type of treatment system and a pilot test bridges the gap between the calculated models and reality in the field. A pilot system can be constructed relatively easily with modification of chemical totes to mimic the conceptual design. Operation of the system would include monitoring hydraulics and routine analysis for target analytes. The results from the pilot testing would be compared to wastewater simulation modeling and, if required, the concept sizing would be revised. A memo detailing the pilot test program would be prepared, followed by conducting the test, followed by a report with results that would be used in final design steps. If a pilot test is desired, a cost can be better defined once an agreed upon structure, duration, and preferences of MCSWC are known. Local support from MCSWC can be utilized to minimize costs.

LMS appreciates this opportunity to team with the MCSWC to evaluate the potential use of an engineered wetland for on-Site leachate treatment in order to reduce long-term costs. If you have any questions or comments regarding this proposal, please contact me at (720) 556-4801 or bgranley@leachate.us.

Sincerely,
Leachate Management Specialists

A handwritten signature in black ink that reads "Brad Granley". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Brad Granley, P.E.
President / Founder

Expense Summary Report

Accounts: E 1-01-01 - E 1-48-11

July to October

Account	Budget Original	Budget Adjustments	----- Y T D -----		Net	Unexpended Balance	Percent Spent
			Debits	Credits			
1 - General	2,765,743.00	23,882.57	535,128.75	0.00	535,128.75	2,254,496.82	19.18
01 - General Administration	195,721.00	23,882.57	44,171.94	0.00	44,171.94	175,431.63	20.11
01 - Manager	50,000.00	0.00	16,442.25	0.00	16,442.25	33,557.75	32.88
03 - Admin Asst	57,165.00	0.00	16,494.01	0.00	16,494.01	40,670.99	28.85
04 - Contract Bookkeeping	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
06 - Community Committee Projects	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
07 - Waste Reduction Education	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00
10 - Office Supplies & Equipment	6,610.00	0.00	1,614.67	0.00	1,614.67	4,995.33	24.43
11 - Software License & Support	7,837.00	3,882.57	4,023.60	0.00	4,023.60	7,695.97	34.33
12 - General Legal	7,953.00	0.00	0.00	0.00	0.00	7,953.00	0.00
16 - Audit	9,800.00	0.00	0.00	0.00	0.00	9,800.00	0.00
17 - Communications-Pub. Advert.	5,000.00	0.00	657.28	0.00	657.28	4,342.72	13.15
18 - Seminar & Training Expense	2,100.00	0.00	117.90	0.00	117.90	1,982.10	5.61
19 - Safety Training & Equipment	8,000.00	0.00	1,252.23	0.00	1,252.23	6,747.77	15.65
20 - Dues	5,877.00	0.00	3,570.00	0.00	3,570.00	2,307.00	60.75
21 - In Lieu of Taxes/Payment	4,379.00	0.00	0.00	0.00	0.00	4,379.00	0.00
05 - Operations - Wages	545,927.00	0.00	135,934.09	0.00	135,934.09	409,992.91	24.90
02 - Full Time Labor	398,404.00	0.00	99,637.85	0.00	99,637.85	298,766.15	25.01
03 - Part Time Labor	135,523.00	0.00	33,771.14	0.00	33,771.14	101,751.86	24.92
04 - Overtime	12,000.00	0.00	2,525.10	0.00	2,525.10	9,474.90	21.04
10 - Employee Benefits & Insurance	298,522.00	0.00	63,226.47	0.00	63,226.47	235,295.53	21.18
01 - Health Insurance	151,157.00	0.00	24,976.05	0.00	24,976.05	126,180.95	16.52
02 - FICA	50,498.00	0.00	13,275.24	0.00	13,275.24	37,222.76	26.29
03 - Unemployment	3,200.00	0.00	755.50	0.00	755.50	2,444.50	23.61
04 - Workers Compensation	46,417.00	0.00	13,586.39	0.00	13,586.39	32,830.61	29.27
05 - ICMA Retirement	21,100.00	0.00	5,023.25	0.00	5,023.25	16,076.75	23.81
06 - Income Protection	5,150.00	0.00	1,041.57	0.00	1,041.57	4,108.43	20.22
07 - Clothing	6,600.00	0.00	968.47	0.00	968.47	5,631.53	14.67
08 - Health Insurance Buyout	14,400.00	0.00	3,600.00	0.00	3,600.00	10,800.00	25.00
15 - Insurance	19,720.00	0.00	9,319.50	0.00	9,319.50	10,400.50	47.26
01 - Public Official Liability/Prop	19,720.00	0.00	9,319.50	0.00	9,319.50	10,400.50	47.26
20 - Facility	59,360.00	0.00	8,087.83	0.00	8,087.83	51,272.17	13.63
01 - Utilities	11,830.00	0.00	3,916.37	0.00	3,916.37	7,913.63	33.11
05 - Station Maintenance	17,400.00	0.00	2,476.93	0.00	2,476.93	14,923.07	14.24
07 - Communication - on site	130.00	0.00	0.00	0.00	0.00	130.00	0.00
08 - Portable Toilet Service	1,000.00	0.00	300.00	0.00	300.00	700.00	30.00
10 - Equipment Maintenance & Fuel	4,000.00	0.00	114.73	0.00	114.73	3,885.27	2.87
14 - Break/Rest Supplies	2,500.00	0.00	502.22	0.00	502.22	1,997.78	20.09

Expense Summary Report

Accounts: E 1-01-01 - E 1-48-11

July to October

Account	Budget	Budget	----- Y T D -----		Net	Unexpended Balance	Percent Spent
	Original	Adjustments	Debits	Credits			
1 - General CONT'D							
15 - Traffic Control/Replace Signs	2,500.00	0.00	777.58	0.00	777.58	1,722.42	31.10
19 - Steel & Fabrication	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
25 - Operational Costs-MSW	777,467.00	0.00	148,964.50	0.00	148,964.50	628,502.50	19.16
05 - Equipment Maintenance/Supplies	19,000.00	0.00	7,771.51	0.00	7,771.51	11,228.49	40.90
07 - Compost Pilot	200.00	0.00	0.00	0.00	0.00	200.00	0.00
08 - Waste Oil	2,000.00	0.00	777.00	0.00	777.00	1,223.00	38.85
10 - Purchase of Bags	50,000.00	0.00	10,575.85	0.00	10,575.85	39,424.15	21.15
12 - Universal Household Waste	2,000.00	0.00	445.60	0.00	445.60	1,554.40	22.28
13 - HHW Day Cost	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
14 - Roll-off Truck Maint/Repair	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
15 - Scale	2,000.00	0.00	2,592.25	0.00	2,592.25	-592.25	129.61
16 - Hauling MSW	235,745.00	0.00	38,408.16	0.00	38,408.16	197,336.84	16.29
17 - Tipping MSW	437,940.00	0.00	86,322.39	0.00	86,322.39	351,617.61	19.71
18 - Electricity	13,082.00	0.00	2,071.74	0.00	2,071.74	11,010.26	15.84
30 - Recycling	116,676.00	0.00	20,686.46	0.00	20,686.46	95,989.54	17.73
02 - Recycle Metal Transportation	37,960.00	0.00	8,580.00	0.00	8,580.00	29,380.00	22.60
05 - Tire Disposal	5,123.00	0.00	972.00	0.00	972.00	4,151.00	18.97
06 - Sales Expense	7,500.00	0.00	1,748.64	0.00	1,748.64	5,751.36	23.32
07 - Freon Removal	6,018.00	0.00	1,470.50	0.00	1,470.50	4,547.50	24.44
08 - Recycling Supplies	10,120.00	0.00	2,794.71	0.00	2,794.71	7,325.29	27.62
09 - Equipment Maintenance & Repair	12,500.00	0.00	464.13	0.00	464.13	12,035.87	3.71
10 - Building Maintenance & Repair	8,000.00	0.00	403.02	0.00	403.02	7,596.98	5.04
18 - Electricity	17,635.00	0.00	2,929.80	0.00	2,929.80	14,705.20	16.61
19 - Fuel/Oil	11,820.00	0.00	1,323.66	0.00	1,323.66	10,496.34	11.20
35 - Operational Costs-CDD	420,380.00	0.00	104,737.96	0.00	104,737.96	315,642.04	24.92
01 - Leachate	188,500.00	0.00	75,968.26	0.00	75,968.26	112,531.74	40.30
03 - Analytical	40,700.00	0.00	1,000.00	0.00	1,000.00	39,700.00	2.46
04 - Landfill Development	45,000.00	0.00	0.00	0.00	0.00	45,000.00	0.00
05 - Hydrogeological Consultations	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
07 - Engineering Consultation	17,350.00	0.00	0.00	0.00	0.00	17,350.00	0.00
08 - Dozer Fuel/Maintenance	19,475.00	0.00	2,541.78	0.00	2,541.78	16,933.22	13.05
09 - Landfill Equipment	7,500.00	0.00	1,065.86	0.00	1,065.86	6,434.14	14.21
11 - OCB Maintenance & Repair	500.00	0.00	0.00	0.00	0.00	500.00	0.00
12 - Sheetrock Diversion	55,000.00	0.00	12,704.30	0.00	12,704.30	42,295.70	23.10
13 - Brush Diversion & Hauling	6,630.00	0.00	0.00	0.00	0.00	6,630.00	0.00
15 - DEP Landfill Fee	10,000.00	0.00	2,184.93	0.00	2,184.93	7,815.07	21.85
18 - Electricity	3,725.00	0.00	1,413.88	0.00	1,413.88	2,311.12	37.96

Expense Summary Report
Accounts: E 1-01-01 - E 1-48-11
July to October

Account	Budget Original	Budget Adjustments	----- Y T D -----		Net	Unexpended Balance	Percent Spent
			Debits	Credits			
1 - General CONT'D							
19 - Mattress Diversion	20,000.00	0.00	7,858.95	0.00	7,858.95	12,141.05	39.29
45 - Capital Expenditures	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
05 - Prod Well/Piezometer Replace	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
48 - Capital Reserves	181,970.00	0.00	0.00	0.00	0.00	181,970.00	0.00
01 - Jacobs Quarry Closure Reserve	100,000.00	-50,000.00	0.00	0.00	0.00	50,000.00	0.00
07 - Equipment Replacement Reserve	61,970.00	0.00	0.00	0.00	0.00	61,970.00	0.00
10 - Waste Reduction Reserve	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
11 - Leachate/Storm Wtr Rem Reserve	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00
Final Totals	2,765,743.00	23,882.57	535,128.75	0.00	535,128.75	2,254,496.82	19.18

Revenue Summary Report

Accounts: R 1-01 - R 1-94

July to October

Account	Budget Original	Budget Net	----- C U R R M O N T H ----- Debits	Credits	Net	YTD Net	Uncollected Balance	Percent Collected
1 - General	2,765,743.00	2,789,625.57	30.82	807,904.84	807,874.02	807,874.02	1,981,751.55	28.96
01 - Pay Per Bag	585,700.00	585,700.00	0.00	180,808.00	180,808.00	180,808.00	404,892.00	30.87
02 - Per Ton Fee	675,000.00	675,000.00	0.00	236,169.57	236,169.57	236,169.57	438,830.43	34.99
03 - Scale Fee	3,000.00	3,000.00	0.00	520.00	520.00	520.00	2,480.00	17.33
04 - Misc Income	6,000.00	6,000.00	30.82	1,382.64	1,351.82	1,351.82	4,648.18	22.53
06 - Sheetrock	87,000.00	87,000.00	0.00	8,782.55	8,782.55	8,782.55	78,217.45	10.09
07 - Baled Sales	55,000.00	55,000.00	0.00	9,248.93	9,248.93	9,248.93	45,751.07	16.82
09 - Metal Disp	85,000.00	85,000.00	0.00	20,103.90	20,103.90	20,103.90	64,896.10	23.65
10 - Bottle Ret	15,000.00	15,000.00	0.00	2,624.83	2,624.83	2,624.83	12,375.17	17.50
11 - UHW	6,000.00	6,000.00	0.00	3,740.64	3,740.64	3,740.64	2,259.36	62.34
12 - Valve/Freon	6,000.00	6,000.00	0.00	3,398.00	3,398.00	3,398.00	2,602.00	56.63
14 - HHW Day	4,000.00	4,000.00	0.00	27.00	27.00	27.00	3,973.00	0.68
15 - Div Inc Rege	4,000.00	4,000.00	0.00	2,687.00	2,687.00	2,687.00	1,313.00	67.18
17 - 4 Town Demo	400,000.00	400,000.00	0.00	102,027.04	102,027.04	102,027.04	297,972.96	25.51
19 - Brush Disp	48,160.00	48,160.00	0.00	12,038.56	12,038.56	12,038.56	36,121.44	25.00
22 - Mattress Div	24,000.00	24,000.00	0.00	7,959.00	7,959.00	7,959.00	16,041.00	33.16
23 - Mixed Load	30,000.00	30,000.00	0.00	2,953.50	2,953.50	2,953.50	27,046.50	9.85
24 - Yard Waste	0.00	0.00	0.00	2,248.60	2,248.60	2,248.60	-2,248.60	----
25 - Swap Shop	500.00	500.00	0.00	365.00	365.00	365.00	135.00	73.00
26 - Tire Div	2,219.00	2,219.00	0.00	1,526.00	1,526.00	1,526.00	693.00	68.77
61 - Interest	5,000.00	5,000.00	0.00	4,942.33	4,942.33	4,942.33	57.67	98.85
67 - Carry Fwd	0.00	23,882.57	0.00	0.00	0.00	0.00	23,882.57	0.00
77 - Use of W Red	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
78 - Use of Clsr	150,000.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
91 - Camden	234,797.00	234,797.00	0.00	58,699.25	58,699.25	58,699.25	176,097.75	25.00
92 - Rockport	167,689.00	167,689.00	0.00	83,844.50	83,844.50	83,844.50	83,844.50	50.00
93 - Lincolnville	95,554.00	95,554.00	0.00	47,777.00	47,777.00	47,777.00	47,777.00	50.00
94 - Hope	56,124.00	56,124.00	0.00	14,031.00	14,031.00	14,031.00	42,093.00	25.00
Final Totals	2,765,743.00	2,789,625.57	30.82	807,904.84	807,874.02	807,874.02	1,981,751.55	28.96

Mid-Coast Solid Waste Corporation

A/R Aging Summary

As of October 18, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
2024 COMMERCIALTRASH ROCKPORT	175.20	285.20	246.00	180.00	0.00	886.40
91 ELM LLC	142.00	192.00	0.00	0.00	0.00	334.00
ALBERTSON BUILDERS	582.40	0.00	0.00	0.00	0.00	582.40
ALDEMERE FARMS	53.40	0.00	0.00	0.00	0.00	53.40
ALFORD LAKE CAMP	0.00	0.00	0.00	-44.00	0.00	-44.00
AMERICAN DREAM COMPANY	366.00	0.00	0.00	0.00	0.00	366.00
AMES LANDSCAPE	0.00	13.40	13.83	13.83	939.02	980.08
ANDREW EAST CARPENTRY	29.00	0.00	0.00	0.00	0.00	29.00
ANTHONY SIMAITIS MASONRY	976.00	0.00	0.00	0.00	0.00	976.00
ASHWOOD WALDORF SCHOOL	0.00	44.00	0.00	0.00	0.00	44.00
BARTON'S INC	0.00	140.84	150.80	0.00	0.00	291.64
BAY VIEW REAL ESTATE	5.00	19.53	5.50	19.00	21.28	70.31
BAYVIEW MANAGEMENT	478.60	156.20	0.00	0.00	0.00	634.80
BEAUCHAMP PROPERTIES LLC	0.00	18.00	0.00	0.00	0.00	18.00
BELL CHRISTEN STONE	8.00	17.00	22.12	0.00	0.00	47.12
BENNNERS TREE SERVICE	0.00	0.00	0.00	0.00	-80.49	-80.49
BLEMASTER ROOFING	1,984.00	0.00	0.00	0.00	0.00	1,984.00
BOWMAN WOODWORKING LLC	186.60	136.00	25.60	0.00	0.00	348.20
BREEZEMERE BUILDERS	247.00	0.00	0.00	0.00	0.00	247.00
BRODIS BUILDERS	98.00	0.00	0.00	0.00	0.00	98.00
BURGESS & BURGESS CONSTRUCTION	386.00	0.00	0.00	0.00	0.00	386.00
CAMDEN HOUSE OF PIZZA	605.00	0.00	0.00	0.00	0.00	605.00
CAMDEN LIBRARY	0.00	10.00	0.00	0.00	0.00	10.00
CAMDEN PARKS & REC	84.40	158.80	0.00	0.00	0.00	243.20
CAMDEN PUBLIC WORKS	678.40	1,281.20	1,454.40	1,051.00	465.20	4,930.20
CAMDEN REAL ESTATE	172.50	0.00	0.00	0.00	0.00	172.50
CAMDEN ROADSIDE CLEANUP	0.00	0.00	0.00	134.83	887.69	1,022.52
CAMDEN WASTE WATER	5.00	0.00	0.00	0.00	0.00	5.00
CAMDEN YACHT CLUB	5.00	0.00	0.00	0.00	0.00	5.00
CAMP BISHOPSWOOD	80.00	0.00	0.00	0.00	0.00	80.00
CAUTELA EXCAVATION LANDSCAPE	66.00	38.00	46.10	0.00	0.00	150.10
CEDAR CREST INN	25.00	14.00	37.00	0.00	0.00	76.00
CENTER FOR FURNITURE	150.00	0.00	0.00	0.00	0.00	150.00
COASTAL BAY BULDERS	48.00	12.00	0.00	0.00	0.00	60.00
COLD MOUNTAIN BUILDERS	480.20	0.00	0.00	0.00	0.00	480.20
COMPLETE PROPERTY SOLUTIONS	202.40	180.40	0.00	0.00	0.00	382.80
COUNTRY-WAY CARPENTRY	287.40	66.00	0.00	0.00	0.00	353.40
COUNTRY INN ROCKPORT	5.00	20.00	0.00	0.00	0.00	25.00
CRESTWOOD KITCHENS	0.00	10.00	0.00	0.00	0.00	10.00
CTCA LLC	80.00	56.00	0.00	0.00	0.00	136.00
CUSTOM HOME BUILDING	40.80	0.00	0.00	0.00	0.00	40.80
DAGGETT BUILDERS	178.00	108.00	0.00	0.00	0.00	286.00
DEAN PROPERTY SERVICES	144.80	54.00	0.00	0.00	0.00	198.80
DEANE ENTERPRISES	0.00	0.28	0.00	12.00	0.00	12.28
DOWNEAST HOMES	134.00	0.00	0.00	0.00	0.00	134.00

Mid-Coast Solid Waste Corporation

A/R Aging Summary

As of October 18, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
FIRST CONGREGATIONAL CHURCH	0.00	0.00	1.00	0.00	0.00	1.00
FITZY LLC	168.00	0.00	0.00	0.00	0.00	168.00
FLOOR MAGIC SEPTEMBER 12TH INC.	41.20	80.00	60.00	0.00	0.00	181.20
FRENCH & BRAWN	1,800.00	600.00	0.00	0.00	0.00	2,400.00
FROST & BRYANT	0.00	0.00	0.00	0.00	-135.63	-135.63
GEE LANDSCAPING	15.80	4.00	15.00	0.00	0.00	34.80
GORDON LIBBY	5.40	0.00	0.00	0.00	0.00	5.40
GRANTS TREE CARE	22.80	0.00	0.00	0.00	0.00	22.80
GREEN'S TREE SERVICE	0.00	0.00	11.20	0.00	0.00	11.20
GREEN SHIRE LLC	648.00	40.00	0.00	0.00	0.00	688.00
GUINI RIDGE FARM	74.40	0.00	0.00	0.00	0.00	74.40
GUITE PROPERTY	182.40	178.80	0.00	0.00	0.00	361.20
HABITAT FOR HUMANITY	68.00	322.00	22.80	0.00	0.00	412.80
HAMMER DOWN CONSTRUCTION	0.00	48.12	66.00	23.00	0.00	137.12
HANNAFORD BROTHERS	10,200.00	4,800.00	0.00	0.00	0.00	15,000.00
HARBOR BUILDERS	14.40	0.00	20.00	0.00	0.00	34.40
HARLEY COMPANY	36.00	11.20	12.00	0.00	0.00	59.20
HATCHET MOUNTAIN BUILDERS	42.00	0.00	0.00	0.00	0.00	42.00
HEAL'S RUBBISH REMOVAL	60,137.40	35,731.20	0.00	0.00	0.00	95,868.60
HEAL DEMO REMOVAL	64.80	0.00	0.00	0.00	0.00	64.80
HEARTWOOD CARPENTRY	0.00	302.60	55.20	0.00	0.00	357.80
HEDSTROM ELECTRIC	45.00	0.00	0.00	0.00	0.00	45.00
HERITAGE CARETAKING	0.00	18.00	0.72	0.00	0.00	18.72
HIGHLAND PARK APTS	90.20	0.00	0.00	0.00	0.00	90.20
HILT MASONRY	34.00	0.00	26.40	0.00	0.00	60.40
HOLGERSON, INC.	660.00	476.00	0.00	0.00	0.00	1,136.00
HOOPER MASONRY INC	1.60	0.00	0.00	0.00	0.00	1.60
HOPE KEEP BEAUTIFUL	0.00	0.00	0.00	0.00	453.38	453.38
HOPKINS LANDSCAPING	0.00	0.17	0.35	0.00	12.44	12.96
HORCH ROOFING	0.00	568.00	640.00	0.00	0.00	1,208.00
Hospitality House/Knox County Coalition	13.00	0.00	0.00	0.00	0.00	13.00
IMY LANDSCAPING	63.40	74.00	0.00	0.00	0.00	137.40
IRV'S DRYWALL	2,571.73	0.00	0.00	0.00	0.00	2,571.73
JAKE BARBOUR, INC.	936.00	0.00	0.00	0.00	0.00	936.00
JASON BURGESS	498.00	0.00	0.00	0.00	0.00	498.00
JED PATTEN TRASH REMOVAL	5,270.40	5,829.47	4,067.58	46.14	0.00	15,213.59
JOHN EASTMAN	7.00	5.55	63.57	0.57	41.63	118.32
JOHN KELLY PAINTING, INC.	24.00	20.00	0.00	0.00	0.00	44.00
KATHERYN MCKAY GARDENS	68.00	16.00	87.40	0.00	0.00	171.40
KEEP ROCKPORT BEAUTIFUL ROADSIDE	0.00	0.00	0.00	0.00	2,018.12	2,018.12
KELSEY'S APPLIANCE	0.00	2.75	2.84	2.84	190.40	198.83
KNOWLTON MOVING & STORAGE	268.00	142.00	0.00	0.00	0.00	410.00
KNOX MILL EAST ASSOC	22.00	39.00	0.00	0.00	0.00	61.00
LAUKKA CONSTRUCTION	97.00	47.60	0.00	0.00	0.00	144.60
LIMOGES BUILDERS	1,354.60	703.60	313.27	0.00	0.00	2,371.47

Mid-Coast Solid Waste Corporation

A/R Aging Summary

As of October 18, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
LINCOLNVILLE ROADSIDE CLEANUP	0.00	0.00	3.09	39.41	275.52	318.02
LORRAINE CONSTRUCTION	161.00	4.82	186.83	231.00	66.00	649.65
MACCOOLE CONSTRUCTION	33.00	45.00	56.00	0.00	0.00	134.00
MAHOGANY SALON INC	21.00	6.00	1.00	0.00	0.00	28.00
MAINE COAST CONSTRUCTION	368.00	438.40	448.80	0.00	0.00	1,255.20
MAINE MEDIA WORKSHOPS	23.00	0.00	0.00	0.00	0.00	23.00
MAINE WINDJAMMER CRUISES	14.00	0.00	0.00	0.00	0.00	14.00
MARDENS LAWN & GARDEN CARE	70.80	12.00	0.00	0.00	0.00	82.80
MAXWELL MACCOOLE	158.00	0.00	0.00	0.00	0.00	158.00
McCORMICK & ASSOCIATES	108.00	170.00	0.00	0.00	0.00	278.00
MCINTYRE BUILDERS	22.00	0.00	0.00	0.00	0.00	22.00
MCKENZIE BRUCE	6.00	-8.18	0.00	0.00	0.00	-2.18
MCWILLIAMS JESSE	168.00	51.38	53.75	147.12	42.60	462.85
MEG MARKET	3,000.00	2,400.00	1,800.00	0.00	0.00	7,200.00
MEGUNTICOOK MANAGEMENT	33.80	47.00	23.85	0.00	0.00	104.65
MICHELLE BIANCHI	199.40	22.37	6.00	9.80	0.00	237.57
MIDCOAST ENTERPRISES LLC	21.60	0.00	0.00	0.00	0.00	21.60
MIDCOAST SITE DEVELOPMENT	0.00	0.99	0.95	5.95	62.91	70.80
MILL STREET COMPANY LLC	30.00	0.00	0.00	0.00	0.00	30.00
MJOLNIR CONSTRUCTION	166.00	128.19	135.18	172.90	69.00	671.27
NASH PLUMBING	4.00	16.00	0.00	0.00	0.00	20.00
NEW LEAF CONSTRUCTION	395.00	72.00	0.00	0.00	0.00	467.00
NORTH ATLANTIC PAINTING COMPANY	101.00	0.00	0.00	0.00	0.00	101.00
NORTH ATLANTIC PROPERTY LLC	0.00	54.00	0.00	0.00	0.00	54.00
O.B. & SONS, INC.	9.00	0.00	0.00	0.00	0.00	9.00
OLIVER BUILDERS, INC.	30.00	21.00	0.00	0.00	0.00	51.00
OMNI CONSTRUCTION	345.00	92.00	0.00	0.00	0.00	437.00
ONE STOP BUILDERS	199.00	0.00	0.00	0.00	0.00	199.00
OTHF CONSTRUCTION LLC	205.50	0.00	0.00	0.00	0.00	205.50
P.A.W.S.	62.00	0.00	0.00	0.00	0.00	62.00
P.G. WILLEY & CO.	48.00	0.00	0.00	0.00	0.00	48.00
PARKER HOUSE LLC	42.40	0.00	0.00	0.00	0.00	42.40
PENOBSCOT BAY Y.M.C.A.	48.00	0.00	0.00	0.00	0.00	48.00
PHI HOME DESIGNS, LLC	150.00	0.00	0.00	0.00	0.00	150.00
PINE RIDGE CARPENTRY	274.00	148.00	0.00	0.00	0.00	422.00
QUARRY HILL	100.20	512.91	15.20	2.03	2.90	633.24
R.A. LANE CONSTRUCTION	12.00	0.00	0.00	0.00	0.00	12.00
RANDY FROST ROOFING	516.00	247.00	0.00	0.00	0.00	763.00
RAYS CONSTRUCTION	0.00	7.20	0.00	0.00	0.00	7.20
REALTY RESOURCES MANAGEMENT	217.00	0.30	0.00	0.00	0.00	217.30
RENEWAL ARBORICULTURE	150.40	145.60	0.00	0.00	0.00	296.00
RICHARD LERMOND	6.00	20.00	0.00	0.00	0.00	26.00
Rock Harbor Management	77.00	58.00	0.00	0.00	0.00	135.00
ROCKPORT COMPANY	50.00	0.00	0.00	0.00	0.00	50.00
ROCKPORT GRANITE	20.00	0.00	0.00	0.00	0.00	20.00

Mid-Coast Solid Waste Corporation

A/R Aging Summary

As of October 18, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ROCKPORT LANDSCAPE & DESIGN	72.00	0.00	0.00	0.00	0.00	72.00
ROCKPORT MARINE, INC.	0.00	101.76	0.00	0.00	0.00	101.76
ROCKPORT POST & BEAM	212.40	0.00	0.00	0.00	0.00	212.40
ROCKPORT PUBLIC WORKS	130.00	50.00	60.00	0.00	0.00	240.00
ROCKPORT STEEL INC	98.00	0.00	0.00	0.00	0.00	98.00
RUBENSTEIN ELECTRIC, INC.	5.00	0.00	0.00	0.00	0.00	5.00
SAD #28 and FIVE TOWN CSD	320.40	48.12	30.00	22.00	1.16	421.68
SAMOSET RESORT	4,917.60	1,975.20	0.00	0.00	0.00	6,892.80
SCOTTYOUNG HOME SOLUTIONS	28.00	0.00	0.00	0.00	0.00	28.00
SCRAPDOGS COMMUNITY COMPOST	12.00	22.80	3.00	0.00	0.00	37.80
SEABORN BUILDERS	58.60	0.00	0.00	0.00	0.00	58.60
SEACOAST PLUMBING	0.00	0.00	0.00	0.00	-10.64	-10.64
SEACOAST SECURITY	20.00	15.00	0.00	0.00	0.00	35.00
STANCIOFF BUILDING & DESIGN	0.00	50.00	0.00	0.00	0.00	50.00
STRONG YOUNG MEN	1,276.80	525.80	271.20	0.00	0.00	2,073.80
SUKEFORTH BUILDERS, INC.	659.00	54.00	0.00	0.00	0.00	713.00
SUPERIOR RESTORATION	705.80	162.60	0.00	0.00	0.00	868.40
TANGLEWOOD 4-H CAMP	67.20	0.00	0.00	0.00	0.00	67.20
THOMAS BLAND BUILDER	122.00	80.00	0.00	0.00	0.00	202.00
TOWN OF CAMDEN	72.00	15.20	400.00	0.00	0.00	487.20
TOWN OF LINCOLNVILLE	600.00	0.00	0.00	0.00	0.00	600.00
TOWN OF ROCKPORT	3,200.00	8.00	0.00	0.00	0.00	3,208.00
TREE TRIMMERS LLC	133.60	112.80	0.00	0.00	0.00	246.40
TREEKEEPERS, LLC	1,032.20	417.40	0.00	0.00	0.00	1,449.60
VIKING INC	1,557.00	84.00	0.00	0.00	0.00	1,641.00
VILLAGE BUILDERS&REMODELING	140.40	74.80	0.00	0.00	0.00	215.20
VISION BUILDERS	804.50	344.58	2.19	0.00	0.00	1,151.27
WESTERN AUTO	600.00	0.00	0.00	0.00	0.00	600.00
WHITE BARK PROPERTY	33.00	157.00	44.80	0.00	0.00	234.80
WHITE CONSTRUCTION CO	0.00	0.00	0.00	0.00	-63.80	-63.80
WHITMAN PROPERTIES LLC	127.20	0.00	0.00	0.00	0.00	127.20
WINDWARD HOUSE	100.60	26.00	0.00	0.00	0.00	126.60
WJR CARPENTRY	53.00	797.20	3.20	0.00	0.00	853.40
ZSHADOW CAMDEN	0.00	6,356.87	0.00	0.00	21,482.53	27,839.40
ZSHADOW Charitable Groups	0.00	151.45	0.00	0.00	524.91	676.36
ZSHADOW ROCKPORT	0.00	9,289.32	0.00	0.00	27,758.34	37,047.66
ZSHADOW TOWN OF LINCOLNVILLE	0.00	1,113.77	0.00	0.00	3,328.19	4,441.96
TOTAL	119,557.03	79,836.56	11,011.72	2,069.42	58,352.66	270,827.39

Expense Summary Report

Accounts: E 1-01-01 - E 7-99-99

July to June

10/04/2023

Page 1

Account	Budget Original	Budget Adjustments	----- Y T D -----		Net	Unexpended Balance	Percent Spent
			Debits	Credits			
1 - General	2,394,375.00	0.00	2,425,090.48	2,673.12	2,422,417.36	-28,042.36	101.17
01 - General Administration	254,095.00	0.00	183,742.03	15.99	183,726.04	70,368.96	72.31
01 - Manager	91,376.00	0.00	58,865.20	0.00	58,865.20	32,510.80	64.42
03 - Admin Asst	53,640.00	0.00	55,429.22	0.00	55,429.22	-1,789.22	103.34
04 - Contract Bookkeeping	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00	100.00
06 - Community Committee Projects	6,000.00	0.00	1,499.90	0.00	1,499.90	4,500.10	25.00
07 - Waste Reduction Education	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
10 - Office Supplies & Equipment	6,700.00	0.00	5,436.70	0.00	5,436.70	1,263.30	81.14
11 - Software License & Support	6,000.00	0.00	2,117.43	0.00	2,117.43	3,882.57	35.29
12 - General Legal	10,000.00	0.00	889.50	0.00	889.50	9,110.50	8.90
16 - Audit	10,500.00	0.00	10,200.00	0.00	10,200.00	300.00	97.14
17 - Communications-Pub. Advert.	5,000.00	0.00	2,918.16	15.99	2,902.17	2,097.83	58.04
18 - Seminar & Training Expense	2,500.00	0.00	3,094.66	0.00	3,094.66	-594.66	123.79
19 - Safety Training & Equipment	7,000.00	0.00	6,129.63	0.00	6,129.63	870.37	87.57
20 - Dues	6,000.00	0.00	7,782.63	0.00	7,782.63	-1,782.63	129.71
21 - In Lieu of Taxes/Payment	4,379.00	0.00	4,379.00	0.00	4,379.00	0.00	100.00
05 - Operations - Wages	388,783.00	0.00	465,466.74	0.00	465,466.74	-76,683.74	119.72
02 - Full Time Labor	282,830.00	0.00	361,551.57	0.00	361,551.57	-78,721.57	127.83
03 - Part Time Labor	95,953.00	0.00	87,437.76	0.00	87,437.76	8,515.24	91.13
04 - Overtime	10,000.00	0.00	16,477.41	0.00	16,477.41	-6,477.41	164.77
10 - Employee Benefits & Insurance	285,924.00	0.00	236,589.26	2,513.96	234,075.30	51,848.70	81.87
01 - Health Insurance	160,000.00	0.00	97,244.95	1,013.42	96,231.53	63,768.47	60.14
02 - FICA	40,071.00	0.00	45,705.18	0.00	45,705.18	-5,634.18	114.06
03 - Unemployment	1,200.00	0.00	2,628.98	0.00	2,628.98	-1,428.98	219.08
04 - Workers Compensation	40,000.00	0.00	45,502.51	0.00	45,502.51	-5,502.51	113.76
05 - ICMA Retirement	19,253.00	0.00	21,198.50	1,500.54	19,697.96	-444.96	102.31
06 - Income Protection	4,500.00	0.00	4,251.22	0.00	4,251.22	248.78	94.47
07 - Clothing	6,500.00	0.00	4,457.92	0.00	4,457.92	2,042.08	68.58
08 - Health Insurance Buyout	14,400.00	0.00	15,600.00	0.00	15,600.00	-1,200.00	108.33
15 - Insurance	20,000.00	0.00	17,901.00	0.00	17,901.00	2,099.00	89.51
01 - Public Official Liability/Prop	20,000.00	0.00	17,901.00	0.00	17,901.00	2,099.00	89.51
20 - Facility	49,500.00	0.00	38,766.95	26.35	38,740.60	10,759.40	78.26
01 - Utilities	8,500.00	0.00	11,955.88	0.00	11,955.88	-3,455.88	140.66
05 - Station Maintenance	25,000.00	0.00	17,186.72	0.00	17,186.72	7,813.28	68.75
07 - Communication - on site	1,500.00	0.00	809.17	0.00	809.17	690.83	53.94
08 - Portable Toilet Service	1,000.00	0.00	920.00	0.00	920.00	80.00	92.00
10 - Equipment Maintenance & Fuel	4,000.00	0.00	3,262.49	0.00	3,262.49	737.51	81.56
14 - Break/Rest Supplies	2,500.00	0.00	2,822.03	26.35	2,795.68	-295.68	111.83

Expense Summary Report

Accounts: E 1-01-01 - E 7-99-99

July to June

Account	Budget Original	Budget Adjustments	----- Y T D -----		Net	Unexpended Balance	Percent Spent
			Debits	Credits			
1 - General CONT'D							
15 - Traffic Control/Replace Signs	5,000.00	0.00	1,370.66	0.00	1,370.66	3,629.34	27.41
19 - Steel & Fabrication	2,000.00	0.00	440.00	0.00	440.00	1,560.00	22.00
25 - Operational Costs-MSW	740,520.00	0.00	687,198.50	0.00	687,198.50	53,321.50	92.80
05 - Equipment Maintenance/Supplies	15,000.00	0.00	27,105.88	0.00	27,105.88	-12,105.88	180.71
07 - Compost Pilot	200.00	0.00	0.00	0.00	0.00	200.00	0.00
08 - Waste Oil	2,000.00	0.00	2,494.22	0.00	2,494.22	-494.22	124.71
10 - Purchase of Bags	50,000.00	0.00	49,323.90	0.00	49,323.90	676.10	98.65
12 - Universal Household Waste	1,000.00	0.00	3,073.32	0.00	3,073.32	-2,073.32	307.33
13 - HHW Day Cost	10,000.00	0.00	10,914.22	0.00	10,914.22	-914.22	109.14
14 - Roll-off Truck Maint/Repair	10,000.00	0.00	3,052.88	0.00	3,052.88	6,947.12	30.53
15 - Scale	1,000.00	0.00	54.53	0.00	54.53	945.47	5.45
16 - Hauling MSW	231,000.00	0.00	194,635.98	0.00	194,635.98	36,364.02	84.26
17 - Tipping MSW	413,820.00	0.00	388,690.78	0.00	388,690.78	25,129.22	93.93
18 - Electricity	6,500.00	0.00	7,852.79	0.00	7,852.79	-1,352.79	120.81
30 - Recycling	96,200.00	0.00	95,986.05	58.16	95,927.89	272.11	99.72
02 - Recycle Metal Transportation	34,200.00	0.00	29,730.00	0.00	29,730.00	4,470.00	86.93
05 - Tire Disposal	0.00	0.00	2,694.00	0.00	2,694.00	-2,694.00	----
06 - Sales Expense	8,500.00	0.00	4,852.46	0.00	4,852.46	3,647.54	57.09
07 - Freon Removal	5,000.00	0.00	5,388.00	0.00	5,388.00	-388.00	107.76
08 - Recycling Supplies	9,000.00	0.00	5,345.66	8.21	5,337.45	3,662.55	59.31
09 - Equipment Maintenance & Repair	12,500.00	0.00	19,563.29	49.95	19,513.34	-7,013.34	156.11
10 - Building Maintenance & Repair	8,000.00	0.00	4,149.87	0.00	4,149.87	3,850.13	51.87
18 - Electricity	9,500.00	0.00	11,048.53	0.00	11,048.53	-1,548.53	116.30
19 - Fuel/Oil	9,500.00	0.00	13,214.24	0.00	13,214.24	-3,714.24	139.10
35 - Operational Costs-CDD	331,200.00	0.00	493,705.05	30.12	493,674.93	-162,474.93	149.06
01 - Leachate	130,000.00	0.00	231,283.39	0.00	231,283.39	-101,283.39	177.91
03 - Analytical	40,800.00	0.00	48,507.82	0.00	48,507.82	-7,707.82	118.89
04 - Landfill Development	45,000.00	0.00	46,053.98	0.00	46,053.98	-1,053.98	102.34
07 - Engineering Consultation	10,000.00	0.00	29,990.77	0.00	29,990.77	-19,990.77	299.91
08 - Dozer Fuel/Maintenance	17,500.00	0.00	15,988.92	0.00	15,988.92	1,511.08	91.37
09 - Landfill Equipment	20,000.00	0.00	27,557.70	30.12	27,527.58	-7,527.58	137.64
10 - Odor Control	0.00	0.00	174.67	0.00	174.67	-174.67	----
11 - OCB Maintenance & Repair	500.00	0.00	419.00	0.00	419.00	81.00	83.80
12 - Sheetrock Diversion	50,000.00	0.00	59,005.72	0.00	59,005.72	-9,005.72	118.01
13 - Brush Diversion & Hauling	5,000.00	0.00	6,629.81	0.00	6,629.81	-1,629.81	132.60
15 - DEP Landfill Fee	4,500.00	0.00	5,711.32	0.00	5,711.32	-1,211.32	126.92
18 - Electricity	1,900.00	0.00	4,599.45	0.00	4,599.45	-2,699.45	242.08

Expense Summary Report
Accounts: E 1-01-01 - E 7-99-99
July to June

Account	Budget Original	Budget Adjustments	----- Y T D -----			Unexpended	Percent
			Debits	Credits	Net	Balance	Spent
1 - General CONT'D							
19 - Mattress Diversion	6,000.00	0.00	17,782.50	0.00	17,782.50	-11,782.50	296.38
45 - Capital Expenditures	60,000.00	0.00	36,426.80	0.00	36,426.80	23,573.20	60.71
26 - Baler Rebuild	60,000.00	0.00	36,426.80	0.00	36,426.80	23,573.20	60.71
48 - Capital Reserves	168,153.00	0.00	168,153.00	0.00	168,153.00	0.00	100.00
01 - Jacobs Quarry Closure Reserve	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	100.00
05 - Accrued Benefits	68,153.00	0.00	68,153.00	0.00	68,153.00	0.00	100.00
49 - Grants	0.00	0.00	1,155.10	28.54	1,126.56	-1,126.56	----
02 - Waste Diversion Grant	0.00	0.00	1,155.10	28.54	1,126.56	-1,126.56	----
Final Totals	2,394,375.00	0.00	2,425,090.48	2,673.12	2,422,417.36	-28,042.36	101.17

Revenue Summary Report

Accounts: R 1-01 - R 9-04

July to June

Account	Budget Original	Budget Net	----- C U R R M O N T H -----			YTD Net	Uncollected Balance	Percent Collected
			Debits	Credits	Net			
1 - General	2,394,375.00	2,394,375.00	252.16	2,352,414.47	2,352,162.31	2,352,162.31	42,212.69	98.24
01 - Pay Per Bag	540,000.00	540,000.00	0.00	469,139.40	469,139.40	469,139.40	70,860.60	86.88
02 - Per Ton Fee	475,000.00	475,000.00	0.00	558,097.77	558,097.77	558,097.77	-83,097.77	117.49
03 - Scale Fee	1,200.00	1,200.00	0.00	1,743.00	1,743.00	1,743.00	-543.00	145.25
04 - Misc Income	6,000.00	6,000.00	23.91	4,033.85	4,009.94	4,009.94	1,990.06	66.83
06 - Sheetrock	50,000.00	50,000.00	0.00	55,360.08	55,360.08	55,360.08	-5,360.08	110.72
07 - Baled Sales	55,000.00	55,000.00	0.00	55,112.24	55,112.24	55,112.24	-112.24	100.20
09 - Metal Disp	65,000.00	65,000.00	0.00	59,209.80	59,209.80	59,209.80	5,790.20	91.09
10 - Bottle Ret	12,000.00	12,000.00	0.00	14,449.15	14,449.15	14,449.15	-2,449.15	120.41
11 - UHW	6,000.00	6,000.00	0.00	8,943.10	8,943.10	8,943.10	-2,943.10	149.05
12 - Valve/Freon	6,000.00	6,000.00	0.00	7,696.00	7,696.00	7,696.00	-1,696.00	128.27
14 - HHW Day	2,500.00	2,500.00	0.00	4,153.00	4,153.00	4,153.00	-1,653.00	166.12
15 - Div Inc Rege	0.00	0.00	0.00	4,333.60	4,333.60	4,333.60	-4,333.60	----
17 - 4 Town Demo	420,000.00	420,000.00	94.00	302,019.75	301,925.75	301,925.75	118,074.25	71.89
19 - Brush Disp	30,000.00	30,000.00	0.00	28,062.98	28,062.98	28,062.98	1,937.02	93.54
22 - Mattress Div	7,500.00	7,500.00	0.00	23,364.00	23,364.00	23,364.00	-15,864.00	311.52
23 - Mixed Load	8,500.00	8,500.00	40.00	22,373.57	22,333.57	22,333.57	-13,833.57	262.75
24 - Yard Waste	0.00	0.00	0.00	6,368.60	6,368.60	6,368.60	-6,368.60	----
25 - Swap Shop	0.00	0.00	0.00	592.00	592.00	592.00	-592.00	----
26 - Tire Div	0.00	0.00	0.00	4,125.00	4,125.00	4,125.00	-4,125.00	----
61 - Interest	5,000.00	5,000.00	0.00	18,468.33	18,468.33	18,468.33	-13,468.33	369.37
63 - Use of UFB	150,511.00	150,511.00	0.00	150,511.00	150,511.00	150,511.00	0.00	100.00
91 - Camden	237,007.00	237,007.00	0.00	237,007.00	237,007.00	237,007.00	0.00	100.00
92 - Rockport	165,012.00	165,012.00	94.25	165,106.25	165,012.00	165,012.00	0.00	100.00
93 - Lincolnville	95,802.00	95,802.00	0.00	95,802.00	95,802.00	95,802.00	0.00	100.00
94 - Hope	56,343.00	56,343.00	0.00	56,343.00	56,343.00	56,343.00	0.00	100.00
Final Totals	2,394,375.00	2,394,375.00	252.16	2,352,414.47	2,352,162.31	2,352,162.31	42,212.69	98.24