MID-MAINE WASTE ACTION CORPORATION
INTERLOCAL SOLID WASTE AGREEMENT

The AGREEMENT is being made and entered into among the CITY of AUBURN, MAINE, the TOWNS OF RAYMOND AND SUMNER, MAINE, (such Municipalities and any other municipalities which become a party to this agreement being hereinafter collectively referred to as "the Participating Municipalities"), all being duly organized and existing municipal corporations under the applicable laws of the State of Maine.

WHEREAS: The Participating Municipalities desire to create a corporation for the purpose of carrying out a solid waste disposal program for the mutual benefit of said Participating Municipalities; and

WHEREAS: The said Participating Municipalities desire to authorize the incorporation of Mid-Maine Waste Action Corporation as a noncapital stock nonprofit corporation under the provisions of Title 30, Chapter 203, Title 38, Section 1304-B, as amended and Title 13, Chapter 81, as amended of the Maine Revised Statutes (hereinafter collectively called the "Act");

NOW THEREFORE: It is hereby mutually agreed by and among the undersigned Participating Municipalities as follows:

THE UNDERSIGNED MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

1. That the purpose of this Agreement is to provide for the acquisition, ownership, operation, construction, repair, maintenance, replacement and financing of real and personal

property necessary to the establishment of a public solid waste disposal corporation pursuant to the Act and management and disposal of solid waste and to establish and carry out a program of solid waste disposal and management for: (a) the disposal and management of such solid waste as may be generated within the boundaries of the Participating Municipalities at rates established pursuant to this Agreement or pursuant to Waste Handling Agreements between the corporation established pursuant to this Agreement and any Participating Municipality; or (b) the disposal of solid waste as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of Board of Directors of the corporation, at rates established by the Board.

2. That this Agreement shall remain in full force and effect until May 1, A.D., 2035, and may be extended by mutual agreement of the Participating Municipalities evidenced by a duly executed instrument in writing attached hereto; except that this Agreement may be sooner terminated by withdrawal of all the remaining parties or by dissolution as long as all obligations, expenses and liabilities, including all bonds, notes or other evidences of indebtedness of MMWAC have been satisfied in full.

3. That there shall be and is hereby established and created, pursuant to the provisions of the Act, a noncapital stock nonprofit corporation under the name of Mid-Maine Waste Action Corporation ("MMWAC"), to conduct the cooperative

undertaking contemplated by this Agreement and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the operation of a regional solid waste disposal and management system (the "Solid Waste Program"). This Agreement and a Certificate of Organization of a Nonprofit Corporation shall be filed with the Secretary of State. The Certificate of Organization and any amendments thereto shall contain such provisions as approved by the municipal officers of the Participating Municipalities. It is intended that MMWAC will be eligible to qualify (1) as a corporation which is exempt from federal income taxation as an organization described in Section 501(c) of the Internal Revenue Code of 1954, as amended; (2) as a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended; and (3) as an entity whose obligations bear interest excludable from the gross income of the holder thereof under Section 103 of the Internal Revenue Code of 1954, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. The Board shall elect from its membership a Chairman, Vice-Chairman, Secretary and a Treasurer and such other officers as it may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of the Board and the corporation.

5. MMWAC, through its Board, may exercise, on behalf of the Participating Municipalities, those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Participating Municipalities, individually or jointly. Such delegated powers are as follows:

A. To purchase, lease as lessor, rent, hold, own, maintain, repair, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by MMWAC or jointly by the Participating Municipalities.

B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste disposal facility or project or waste to energy facility or project as deemed desirable or necessary.

C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, including any Participating Municipality, or otherwise for services, provision and disposal of solid waste, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.

D. To adopt or alter rules for the disposal or management of solid waste.

E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.

F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.

G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues, agreements and/or real or personal property of MMWAC, which it shall deem desirable or necessary to provide in connection therewith.

H. To allocate all liabilities of MMWAC and all costs of operation of the Solid Waste Disposal Program to the

Participating Municipalities to the extent that such liabilities and costs are not funded by revenues of MMWAC actually derived pursuant to any contract of the corporation, including but not limited to, its Waste Handling Agreements, and to provide for the payment of such liabilities and costs in accordance with Section 6 hereto.

I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 7 and/or Section 8.

J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, any Participating Municipality, and with the State of Maine, United States Government, and any agency of either, to provide for the disposal and management of solid waste at rates established by the Board.

K. To receive, loan and disburse funds for any purpose contemplated by this Agreement, and to disburse to the Participating Municipalities any surplus funds of MMWAC available for distribution in proportion to the Proportionate Share, as defined in Section 6 hereof of each Participating Municipality.

L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this Agreement including, without limitation, obligations which bear interest excludable from the gross income of the holder thereof under Section 103 of the Internal Revenue Code of 1954, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes and also including, without limitation, obligations which bear interest which is taxable under the Internal Revenue Code of 1954, as amended, including obligations issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower MMWAC to issue such obligations, including any obligations authorized by Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, by virtue of the power given to MMWAC hereby pursuant to the Act.

6. Each of the Participating Municipalities agrees to pay to MMWAC or its assignee its Proportionate Share, as hereafter defined, of all liabilities and operating costs and expenses

which MMWAC would otherwise be unable to pay as such expenses and liabilities become due. Until the first fiscal year of solid waste disposal operations has been completed, the Proportionate Share of each Participating Municipality shall be equal to the estimated amount of solid waste of the Participating Municipality to be processed by MMWAC divided by the estimated amount of solid waste of all Participating Municipalities to be processed by MMWAC and the estimated amount of solid waste of any Participating Municipality to be processed by MMWAC shall be determined by reference to Appendix A of the Waste Handling Agreement between such Participating Municipality and MMWAC. Following the first full fiscal year of solid waste disposal operations, said Proportionate Share of each Participating Municipality shall be equal to the percentage which the total actual amount of solid waste processed or accepted from such Participating Municipality since the commencement of solid waste disposal operations of MMWAC as determined from Board records bears to the total actual amount of solid waste processed or accepted by MMWAC from all Participating Municipalities since the commencement of solid waste disposal operations as determined by Board records. If any Participating Municipality does not pay its Proportionate Share when due (such Municipality to be hereinafter called "Defaulting Municipality"), each non-defaulting Participating Municipality (hereinafter "Non-Defaulting Municipality") shall pay an increased

Proportionate Share (which fraction shall be determined without the inclusion of estimated or actual waste of the Defaulting Municipality in the denominator) provided, however, that the Defaulting Municipality shall remain obligated to pay its original Proportionate Share together with interest from the date of the default at the rate of five percent per annum higher than the highest interest rate on any outstanding bonds, notes or other evidences of indebtedness of MMWAC together with all costs of collection including reasonable attorneys fees, and provided further that upon and to the extent of any subsequent payment by or collection from the Defaulting Municipality, the Non-Defaulting Municipalities shall each be reimbursed on a proportionate basis for all amounts so paid on behalf of the Defaulting Municipality together with interest at the aforesaid rate, providing that the total amounts so reimbursed shall not exceed amounts actually collected from the Defaulting Municipality. The Board may require advance payment of such operating costs and anticipated liabilities at any time prior to completion of the first fiscal year of solid waste disposal operations.

7. MMWAC, through its Board, and on behalf of the Participating Municipalities, shall:

A. Plan, construct, equip, operate, buy, sell and maintain a Solid Waste Program for the benefit of the Participating Municipalities.

B. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.

C. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest.

D. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.

E. Foster, develop and review policies, plans and priorities for the Solid Waste Program.

F. Develop a Uniform Solid Waste Flow Control Ordinance to be submitted to Participating Municipalities.

G. On or before December 1st of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:

(1) Anticipated revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source with a separate estimate of revenue to be derived pursuant to Waste Handling Agreements with each Participating Municipality;

(2) Estimate of expenditure. An itemized estimate of expenditures for each classification for such ensuing fiscal year.

(3) Actual receipts. After the first year of waste disposal operations, an itemized statement of all actual receipts from all sources for the periods for which such information is available, with estimated receipts from such sources, including estimated receipts pursuant to Waste Handling Agreements shown for the balance of such year.

(4) Actual expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including November 30th of the current fiscal year, with estimated expenditures shown for the balance of such year, using all available historical data and other available data and projections.

(5) Tipping Fee. The estimated service fee or tipping fee to be charged for the ensuing fiscal year pursuant to Waste Handling Agreements entered into by MMWAC.

On or before February first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. The

budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the Proportionate Share of each Municipality of the liabilities and the annual costs of operation as provided in Section 6. In the event that MMWAC for any reason (including but not limited to any failure or inability for any reason to derive revenues pursuant to any Waste Handling Agreements of MMWAC and any failure to borrow additional funds) becomes unable to pay its liabilities as the same become due and such inability continues for a period of ten (10) business days, then MMWAC shall prepare and submit to the Participating Municipalities a revised budget, and each Participating Municipality shall, in addition to its obligations under Section 6 hereto, pay its Proportionate Share, as defined in Section 6, of the amount of such budget increase.

H. The Board may from time to time impose such charges, as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts for catastrophic loss arising from the Solid Waste Program or for

ordinary after-care for MMWAC solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

I. In the event the Board determines that a hazardous condition exists at any MMWAC facility the Board shall promptly take such action as may be necessary to correct the hazardous condition.

8. In the event that MMWAC desires to incur any liability, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a vote of 85 percent of the voting interests of its members as provided in the MMWAC Certificate of Organization that the liability or cost should be incurred, determine whether to authorize MMWAC to fund the expenditure by borrowing or to request the Participating Municipalities to provide its respective Proportionate Share of the funds for the expenditure. In the event that revenues or security sources provided by MMWAC alone prove insufficient to pay when due any liability or any principal or redemption premium of or interest on any borrowing or indebtedness of MMWAC, the Board shall, after a vote of 85 percent of the voting interests of its members as provided in the MMWAC Certificate of Organization determine whether to issue additional bonds to fund such liability. If additional bonds, notes or other evidences of

indebtedness are not so issued, each Participating Municipality will be responsible for paying its Proportionate Share (as defined in Section 6 hereof) of such deficiency. Each Participating Municipality shall fund its Proportionate Share of such deficiency in the manner as each shall determine, from available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds not later than sixty (60) days after notice of the deficiency from MMWAC or the Assignee (as hereinafter defined).

Funds provided by the Participating Municipalities hereunder shall be used by MMWAC only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Participating Municipalities in the same proportion in which such municipalities originally contributed such funds.

9. MMWAC shall insure against claims and expenses arising out of its ownership, maintenance or operation of solid waste disposal facilities under the Solid Waste Program, provided such insurance coverage may be obtained at a reasonable cost. Such insurance shall name each Participating Municipality as an additional insured as its interest may appear. In addition MMWAC may establish and fund such reserves as it deems appropriate relating to its Solid Waste Program, including, without limitation, a reserve account for catastrophic loss and for after-care of solid waste disposal facilities, or for any

other purpose which represents a contingent obligation on the part of MMWAC or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount as determined by the Board and remain available for such period of time as determined by the Board after any MMWAC facility, ash fill or landfill disposal site is finally closed.

If any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste disposal facility under the MMWAC Solid Waste Program and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in payment of any liability or debt service on any debt obligation of MMWAC is sent to the Participating Municipalities as provided for in Section 8 hereof, then each of the Participating Municipalities agrees that it shall contribute promptly on notification by MMWAC its Proportionate Share, as defined in Section 6 hereof, toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith.

10. A Participating Municipality may withdraw from this Agreement at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice to MMWAC

and to each Assignee hereunder of its intention to do so. Such Participating Municipality shall be permitted to withdraw only after it has paid its Proportionate Share of the then outstanding balance of all liabilities and indebtedness of MMWAC incurred prior to its withdrawal provided, however, that such Participating Municipality may satisfy such requirement with respect to any outstanding long-term indebtedness of MMWAC by agreeing in an appropriate written document to pay its proportionate share of such long-term indebtedness of MMWAC as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities all of its right, title or interest in property owned by MMWAC or held jointly by two or more Participating Municipalities and used by MMWAC to ensure unfettered use for the purposes stated herein by MMWAC and the remaining Participating Municipalities; provided, however, that following its notice of withdrawal as provided hereinabove, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by MMWAC, provided, however, that the withdrawal of any Participating Municipality from this Agreement pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by MMWAC during its membership if such liability arises from or is caused by an MMWAC solid waste disposal facility established before the effective date of such withdrawal.

Notwithstanding anything to the contrary herein, MMWAC (with the written consent of the Assignee, as hereinafter defined, if necessary under any agreement between the Assignee and MMWAC) on sixty (60) days prior written notice may require any Participating Municipality which fails to enter a Waste Handling Agreement with MMWAC to withdraw from this Agreement and MMWAC.

11. Anything to the contrary notwithstanding, the Participating Municipalities agree that MMWAC may pledge and assign its rights under this Agreement to any trustee for the holders of any bonds, notes or other evidences of indebtedness (the "Bonds") of MMWAC or other lender and/or to any provider of credit enhancement or liquidity enhancement for the Bonds, including but not limited to any bond insurance company and/or any provider of a letter of credit with respect to Bonds of MWMAC (collectively the "Assignee"). In the event of any such assignment, the following provisions shall apply:

(a) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of the Participating Municipalities and/or of MMWAC without the prior written consent of the Assignee;

(b) Each Participating Municipality will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which such Participating Municipality may from time to time serve on MMWAC or any other Participating Municipality simultaneously therewith;

(c) In the event that the Assignee gives written notice to any Participating Municipality that MMWAC is in default under any Bonds issued by MMWAC or under any other agreement with any Assignee, the Participating Municipality shall make payment of all amounts due hereunder directly to the Assignee until such time as the Assignee gives written notice redirecting such payments to MMWAC. Following any such notice of default and unless and until the Participating Municipalities receive notice from the Assignee to the contrary, the Assignee shall have the right to exercise the rights of MMWAC hereunder, to determine the amounts due this Agreement and to take such other actions as MMWAC is permitted to take hereunder.

(d) No waiver by MMWAC of any of the obligations of any Participating Municipality hereunder and no consent or election made by MMWAC hereunder and no purported termination of this Agreement by MMWAC or by any Participating Municipality shall be effective against the Assignee without the prior written consent of the Assignee.

12. Other municipalities, not original signatories hereof, may become parties to this Agreement and thereby become Participating Municipalities upon a vote of 75 percent of the members of the Board, upon the signing of the Agreement or an addendum hereto providing for admission of such other parties to this Agreement, and upon agreement to such further terms, conditions or other considerations as the Board may require.

13. At such time as MMWAC shall have discharged all of its liabilities and obligations and paid or provided for the payment thereof, including, but not limited to, payment of the principal, premium, if any, and interest and other charges on any Bonds of MMWAC, the Board may, by a vote of 85 percent of the Participating Municipalities, dissolve this Agreement and dispose of all MMWAC property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities as of the date of such dissolution in accordance with the Proportionate Share of each.

14. Notwithstanding any provisions hereof, if this Agreement is inconsistent or conflicts with any Waste Handling Agreement now existing or hereafter entered (with the consent of any then existing Assignee, if necessary under any appliable agreement between MMWAC and the Assignee) between MMWAC and any Participating Municipality, the Waste Handling Agreement shall prevail.

15. Each Participating Municipality hereby pledges its full faith and credit for the payment of all fees, assessments and other payments required of it under this Agreement, and each agrees to levy upon and raise from taxable estates within the respective boundaries of each municipality by general or special tax the amount required to make such payments or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

16. This Agreement may be further modified or amended by mutual agreement of all Participating Municipalities and any Assignee (if the Assignee's consent is required by the Assignee under any applicable documents), by a duly executed instrument in writing approved by the Office of the Attorney General of the State of Maine and the Maine Department of Environmental Protection (or its commissioner) or their successor agencies and filed with the Clerk of each Participating Municipality and the Secretary of State. Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this Agreement shall require only the approval of the Board and the filing of an Addendum with the Maine Secretary of State in accordance with the provisions of Section 12 above and shall not require the approval by the Attorney General, by the Maine Department of Environmental Protection, or by any Participating Municipality.

IN WITNESS WHEREOF, the said Participating Municipalities have caused this Agreement to be executed on their behalf by their respective duly authorized representatives, and dated June 1, 1986.

WITNESS:

June E. Thompson

CITY OF AUBURN

By: Peter C. Morrison

Its City Manager

TOWN OF RAYMOND

Leonard H Wood — By: Carlton E. Edwards
Its Selectman

Leonard H Wood — By: Joseph Sanders
Its Selectman

Leonard H Wood — By: Clifford P. Newbert Jr.
Its Selectman

Leonard H Wood — By: Linda M. Alexander
Its Selectman

Leonard H Wood — By: Shirley A. Fielder
Its

TOWN OF SUMNER

By: [illegible]
Its Selectman

Richard P. Davis — By: Gerald Gilbert
Its Selectman

Cynthia M Dunn — By: Mark Silber
Its Selectman

Approved by Maine Department of Environmental Protection.

Date 8-5-86 — By: Kenneth C. Young
Its Commissioner

Approved by the Office of the Attorney General.

Date August 15, 1986 — By: Catherine Howard
Deputy Attorney General

MID-MAINE WASTE ACTION CORORATION
INTERLOCAL SOLID WASTE AGREEMENT

City of Auburn, Town of Raymond
and Sumner Maine

OFFICE OF
SECRETARY OF STATE
RECEIVED
AUG 20 1986
AUGUSTA, MAINE

Vol 40 Pages 371-392

MID-MAINE WASTE ACTION CORPORATION
First Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to a Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS prior to the date hereof, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

Dated this 17th day of November, 1986.

MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Nicolas
Its

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MONMOUTH

By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF BUCKFIELD

By: Bradley G. Griffith
Its Selectman

By: Perley E. Lovejoy
Its Selectman

By: Garland H Bell
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF NEW GLOUCESTER

By: Edward R. Fine
Its Selectman

By: George W. Colley Jr.
Its Selectman

By: Gordon E. Tufts
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MECHANIC FALLS

By: Lloyd A. Boyd Sr.
Its Councilman

By: Beatrice Marchand
Its Councilman

By: William F. Dodd
Its Councilman

By: Walter A. Lowe
Its Councilman

By: R. E. Young
Its Councilman

INTERLOCAL SOLID WASTE AGREEMENT
Mid Maine Waste Action Corp.
Amendment adding Buckfield
Mechanic Falls & New Gloucester

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AUGUSTA, MAINE

Vol. 41 Pg. 5-6

MID-MAINE WASTE ACTION CORPORATION
Second Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

Dated this 1st day of June, 198[illegible].

MID-MAINE WASTE ACTION CORPORATION

By: Shirley A. Fielder
Its President

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF POLAND

By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF LOVELL

Carol M Andrews By: Thomas J McLaughlin
Its Selectman

Carol M Andrews By: Robert T. McAllister
Its Selectman

Carol M Andrews By: Roberta M Chandler
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF SWEDEN

By: Donald T. Thay
Its 1ST Selectman

By: Dorothy M. Bee
Its

By: Susan K Black
Its

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF OXFORD

By: Evon Hurlow
Its SELECTMAN

By: Ellis Ricard
Its

By: Roy N. Smalley
Its SELECTMAN

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF WALES

By: Raymond Hood Jr.
Its Chairman Selectmen

By: Paul Burgess
Its Selectman

By: Bradford R Cram
Its Selectman

INTERLOCAL SOLID WASTE AGREEMENT

OFFICE OF
SECRETARY OF STATE
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JUN 11 1987
AUGUSTA, MAINE

MID-MAINE WASTE ACTION CORPORATION
Third Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Towns of Poland, Lovell, Sweden, Oxford, and Wales have been admitted as Participating Municipalities of MMWAC pursuant to Second Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

Dated this 15th day of September, 1987.

MID-MAINE WASTE ACTION CORPORATION

By: Shirley J. Fielder
Its President

TOWN OF MINOT

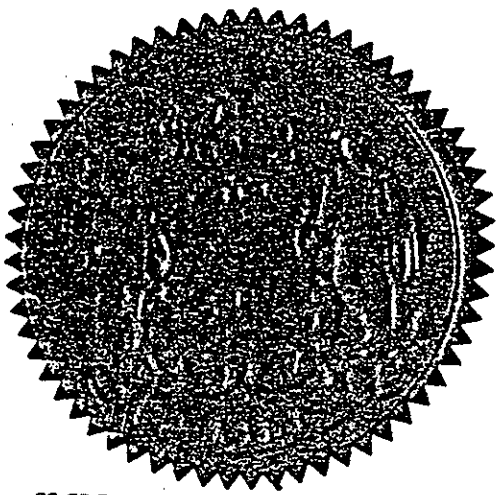
By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

# Department of State

*I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.*



In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this Twentieth day of October in the year of our Lord one thousand nine hundred and eighty-seven.

*Secretary of State*

SS-C7-75

MID-MAINE WASTE ACTION CORPORATION
Fourth Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Towns of Poland, Lovell, Sweden, Oxford, and Wales have been admitted as Participating Municipalities of MMWAC pursuant to Second Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Town of Minot has been admitted as a Participating Municipality of MMWAC pursuant to Third Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

Dated this 10th day of March, ~~1987~~, 1988

MID-MAINE WASTE ACTION CORPORATION

By: Shirley A. Fielden
Its President

Fourth Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF BOWDOIN

By: _____
Its Selectman

By: _____
Its Selectman

By: _____
Its Selectman

# State of Maine

## Department of State

*I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.*

In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this ELEVENTH day of APRIL in the year of our Lord one thousand nine hundred and EIGHTY-EIGHT.

Secretary of State

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