

BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, JUNE 30, 2016
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE
AGENDA

1. **Call Meeting To Order**
2. **Roll Call**
3. **Presentation of any Town Council Recognitions**
 - a. **Talbot M. ‘Tim’ Emery – Spirit of America Volunteer Recognition**
4. **Consider minutes of previous meetings**
5. **Receive and review correspondence and documents**
 - a. Olver Associates – Construction Meeting Minutes 6-15-16
 - b. Weekly Construction Summary – 6/17/16
 - c. Weekly Construction Summary – 6/24/16
6. **Public Hearings**
7. **New Ordinances to Consider/Introduce**
8. **Discussion Items (Manager Clarification and Direction, or Council Discussion and/or Input on Issues)**
 - a. Flag Point Concert – July 1st 7-9 p.m.
 - b. Bid Results – Sewer/Water Line Installation – Heritage Park
 - c. Household Hazardous Waste Collection – Hancock County Planning Commission – August 20, 2016
 - d. Request for Handicap parking space designation(s)
 - e. Waste Disposal Options Post 2018
9. **Agenda Items**
 - a. To approve resolve R #2016-78 to allow participation in the Hancock County Regional Hazardous Waste Disposal Program on August 20, 2016
 - b. To approve resolve R #2016-79 to accept Local Road Assistance Funds for 2016-17 from MDOT in the amount of \$62,180
 - c. To approve resolve R #2016-80 to award the contract for installation of water/sewer lines in the Heritage Park extension to John W. Goodwin, Jr. for a price of \$ 74,944 with an additional \$150 per cubic yard for ledge removal to be funded from Highway Reserve.
 - d. To approve resolve R #2016-81 to approve the purchase of a stationary air compressor for the highway department from Ramsdell Auto Supply for a price of \$4,999 to be funded from Town Garage Reserve.
 - e. To approve resolve R #2016-82 to approve the Agreement Between Hancock County Sheriff’s Office & the Town of Bucksport for appointment of officers as deputies of Hancock County and Memorandum of Understanding for Multi-Jurisdictional Task Force.
 - f. To approve resolve R #2016-83 to set the mil rate for the 2016-2017 fiscal year at \$16.50 per thousand.
 - g. To approve resolve R #2016-84 to approve Pay Requisition 10 for the Sewer Treatment Plant Project in the amount of \$1,108,518.43 to be funded from the \$7.8 million dollar temporary financing loan.

- h. To approve resolve R #2016-85 to authorize execution of the Municipal Joinder Agreement with the Municipal Review Committee for disposal of solid waste post-2018.
- i. To approve resolve R #2016-86 to contract with the owners of the Penobscot Energy Recovery Company for disposal of municipal solid waste post-2018 pursuant to the terms and conditions of the attached Waste Disposal Agreement.
- j. To approve resolve R#2016-87 to approve exceeding the 2016-17 LD1 Budget limit by \$44,208 for the 2016-17 fiscal year.
- k. To approve Resolve R #2016-88 to vote for Susan Lessard & James Smith for appointment to the Maine Municipal Association Legislative Policy Committee for the 2016 – 2018 term
- l. To approve Resolve R #2016-89 to approve the 2016-17 Memorandum of Understanding between the Town of Bucksport and The Bucksport Bay Healthy Communities Coalition.
- m. To approve Resolve R #2016-90 to transfer a micro loan on property at 39 Franklin Street from the current owners to Wilkinson Property Management.

10. Resignations, Appointments, Assignments, and Elections

11. Approval of Quit Claims, Discharges, and Deeds

12. Town Manager Report

13. Set Public Hearings, and/or Hold Public Hearings and Approval of any Licenses or Permits

14. Discussion of Items Not on the Agenda for Council and Public

15. Upcoming Public Hearings, Designation of Topics for Committee Assignment, and Scheduling of Committee Meeting

- a. Schedule Economic Development Committee meeting to discuss better signage
- b. Schedule Finance Committee meeting to discuss forest management plan/wood harvesting

16. Adjournment

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS
290 Main Street Winterport, Maine

MEETING MINUTES

Date: June 15, 2016
Project No.: 1541
Project: Wastewater Treatment Plant Upgrade
Owner: Town of Bucksport, Maine
Contractor: Apex Construction Inc.

<u>THIS MEETING</u>	<u>NEXT MEETING</u>
Date: June 15, 2016	Date: July 13, 2016
Time: 11:00 AM	Time: 11:00 AM
Location: Treatment Plant	Location: Treatment Plant

COPY: Original - Office
Copy 1 - Field
Copy - EACH ATTENDEE/DISTRIBUTION
MINUTES BY: Mandy Olver

- Attending Personnel/Distribution:*
-
- TO: Town of Bucksport, Maine
- ATTENTION: *Susan Lessard, Dave Michaud, Mike Jackson*
-
- TO: Apex Construction Inc.
- ATTENTION: *Jeff Todd, Brian Clement*
-
- TO: Olver Associates, Inc.
- ATTENTION: *Bill Olver, Mandy Holway Olver, Donna St. Pierre*
-
- TO: Rural Development
- ATTENTION: *Scott Emery*
-

Work Progress Last Month:

- Continued headworks carpentry – roofing and interior walls/ceilings.
- Completed setting the influent pumps in the Headworks.
- Began electrical conduit/wire installation in the Headworks.
- Completed Clarifier #2 launder.
- Completed rock anchor installation for the Aeration Basins.
- Completed placing concrete for the Aeration Basins slabs.
- Began placing concrete for the Aeration Basin walls.
- Continued installing and testing yard piping and structures.
- Began installing the Clarifier mechanisms.
- Completed excavation for the Blower/Digester structure.
- Began excavation and ledge removal for the blower/Digester structure.
- Set Step Screen and gates in the lower Headworks.
- Installed metal stairs in Headworks.

Work Schedule Next Month:

- Complete concrete for the Aeration Basins walls.
- Complete concrete for the UV/Disinfection structure.
- Complete clarifier #1 launder walls.
- Continue grinding, rubbing and patching concrete.
- Continue concrete finish on all structures.
- Install roof curbs for the HVAC equipment at the Headworks.
- Continue electrical conduit, supports and devices in the Headworks.
- Complete the Headworks roof.
- Begin HVAC installation in the Headworks.
- Install below slab piping in the Blower/digester structure.

Payment Requisition:

- Pay requisition #9 in the amount of \$1,080,268.43 was reviewed by the Engineer and recommended to Owner for payment. Lien waivers received.

Comments Engineer:

- Reviewed change order status - see change order summary.
- Contractor to provide credit estimate for “no finish” on Headworks interior concrete walls.
- Engineer reviewing rock anchors in the Digester and will advise Contractor at the beginning of the week with any changes.
- Engineer to review SCADA proposals from Contractor. Owner advised that PLC from PS #1 can be reused once PS #1 is off line.

Comments Owner:

- Would like to review CSO Master plan with Engineer.
- Will verify that tax form requested by Town does not apply to this project.
- Interest on interim financing will be paid this requisition.

Comments Contractor:

- Personnel Property tax forms were received by the Contractor and request the Town to advise if it is applicable.
- Still on schedule overall with Headworks carpentry moved back a couple of weeks.
- Owner agreeable to concept of providing Sher-Tar coating instead of Masterseal below water in Clarifier, UV/Disinfection, Splitter box and Aeration basins at no cost.

Comments RD:

- Asked if submittals were up to date – Engineer replied yes and most of equipment has been submitted.
- Any other change orders? Engineer/Contractor agree none other than already discussed – see change order summary.

Change Order Summary:

- Owner requested cost estimate to change existing wood siding on the Operations building to vinyl siding – received cost from Contractor but price needs to be revised to reflect using “extra materials”.
- Change Sludge Garage Overhead Sectional Doors to Rollup Doors – cost estimate reviewed by Engineer and specifications given to Contractor. Contractor will get cost estimate from Overhead Door Co.
- Cost estimate for Aeration Basins Rock Anchors in areas where ledge is not encountered within 3’ – Engineer working with Contractor and will continue to work this out based on what the conditions are in the Digester. There will be no extra cost for rock anchors because ledge was encountered at entire foot print.
- Engineer to review SCADA proposal resulting from Telemetry Survey conducted by Contractor per specifications.

Other Issues:

- None.

OLVER ASSOCIATES INC.ENVIRONMENTAL ENGINEERS

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: June 17, 2016

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of June 13, 2016

- Continued forms and rebar for the Aeration Basins walls.
- Completed forms for the UV channel walls.
- Completed forms for the south launder wall of Clarifier #2.
- Continued installation of electrical conduit/boxes in the Headworks building.
- Continued applying finish to the exterior concrete walls.
- Began drilling and blasting ledge for the Blower/Digester structure.
- Continued installation of wall and ceiling sheathing in the Headworks.
- Set the step screen in the lower Headworks.
- Began gate installation in lower Headworks

Work Scheduled for Week of June 20, 2016

- Continue placing concrete for the Aeration Basins walls.
- Begin installation of heat piping in the Headworks.
- Begin installation of doors at the Headworks.
- Continue installation of gates in the lower Headworks.
- Continue applying finish to the exposed concrete walls.
- Complete excavation of the ledge for the Blower/Digester structure.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: June 24, 2016

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of June 20, 2016

- Continued placing concrete for the Aeration Basins walls.
- Began installation of HVAC ductwork in the Headworks.
- Completed installation of gates in the lower Headworks.
- Completed installation of gates in the Splitter box.
- Completed excavation of the ledge for the Blower/Digester structure.
- Began painting various piping/valves.
- Continued installation of conduit in the Headworks.
- Continued installation of wall and ceiling sheathing in the Headworks.

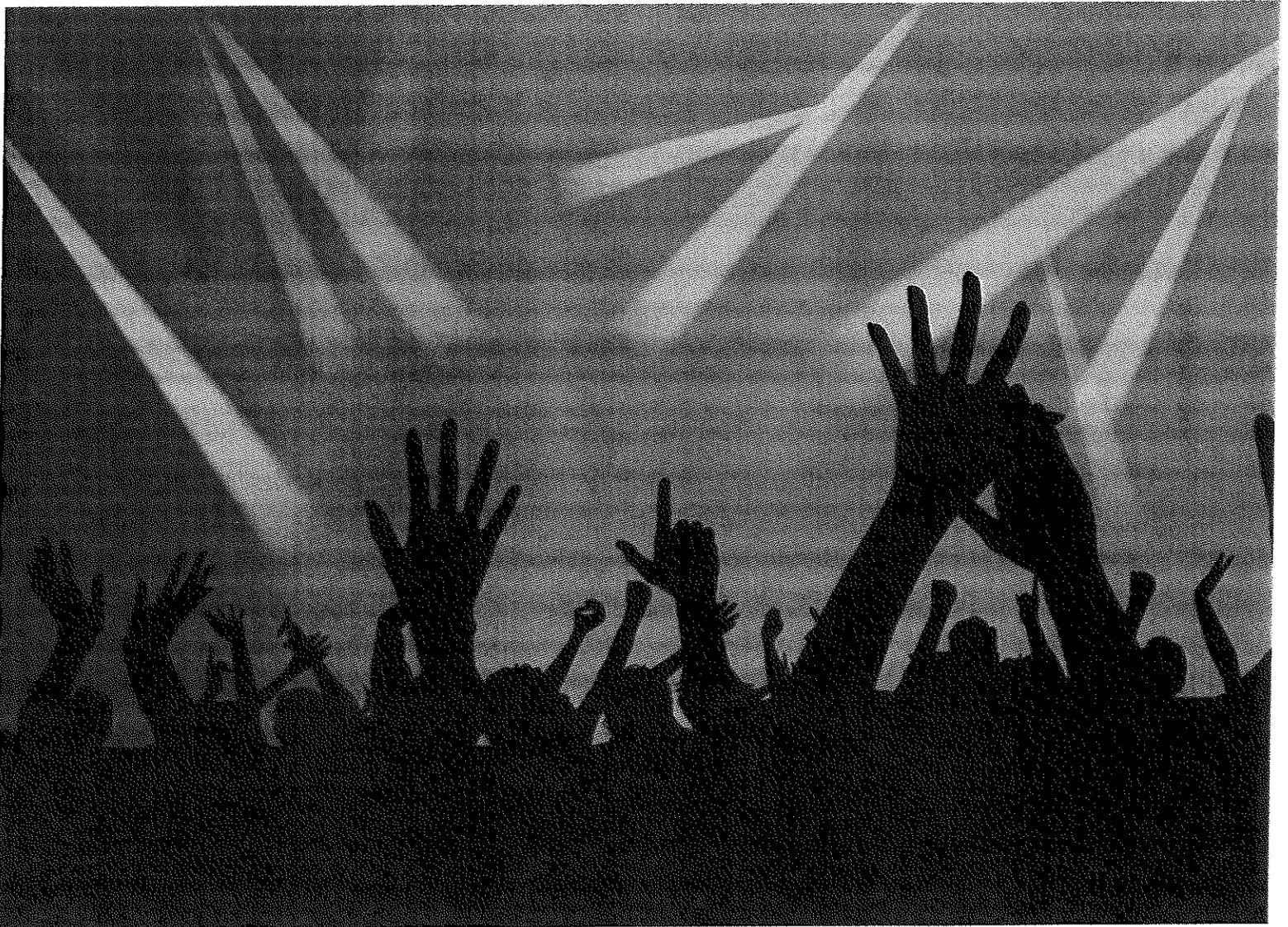
Work Scheduled for Week of June 27, 2016

- Complete placing concrete for the Aeration Basins walls.
- Complete concrete for the UV/Disinfection structure.
- Begin installation of heat piping in the Headworks.
- Continue installation of HVAC ductwork in the Headworks.
- Begin framing the UV building.
- Begin placing stone mat for the blower/digester area.
- Begin installation of rock anchors in the Blower/Digester area.

Live Music Friday Night July 1 *8a*

7-9 pm @ Flag Point Featuring

Random Ideas



Random Ideas is comprised of triplet girls from Maine who perform original material & covers of groups such as Green Day. They have recently been on the Channel 2 show 207 and written up in Down East Magazine. They have appeared all over Maine and are currently working in the studio recording new material. They have one album – We Met In The Womb



Hancock County Planning Commission

a voluntary association of governments

395 State Street, Ellsworth, ME 04605
(207) 667-7131 Fax: (207) 667-2099
hcpc@hcpcme.org • www.hcpcme.org

8c

Memo

Amherst
Aurora
Bar Harbor
Blue Hill
Brooklin
Brooksville
Bucksport
Castine
Cranberry Isles
Dedham
Deer Isle
Eastbrook
Ellsworth
Franklin
Frenchboro
Gouldsboro
Great Pond
Hancock
Isle au Haut
Lamoine
Lucerne-in-Maine
Mariaville
Mount Desert
Orland
Osborn
Oris
Penobscot
Sedgwick
Sorrento
Southwest Harbor
Stonington
Sullivan
Surry
Swans Island
Tremont
Trenton
Verona Island
Waltham
Winter Harbor

To: HCPC municipalities and Hancock County

From: Thomas E. Martin, AICP, Executive Director

Date: June 7, 2016

Re: Ellsworth Area 2016 Household Hazardous Waste
and Universal Waste Collection and Other
Collection Events – August 20, 2016

The 2016 Ellsworth Area Household Hazardous Waste and Universal Waste collection is scheduled for August 20th from 9:00 AM to 1:00 PM. The only charges for participation are the set-up and disposal fees. We have grant funding to cover HCPC staff time. Please note that this collection is for households only, it is **not** open to businesses or other organizations.

We have enclosed the following:

1. a contract for services that we ask all participating municipalities to sign and return by July 5, 2016. The collection is only open to towns that sign the contract and agree to supply a volunteer to assist in the collection.
2. A description of the expectations from each volunteer. Once appointed, we will organize a meeting of volunteers before the collection to assign duties and review the overall process. Please be sure to designate your volunteer on the form so that we may contact them and provide additional information.

We will send all towns that return a signed contract additional information on the collection. This will include individual household registration forms, publicity material and alternatives to using hazardous materials.

Feel free to contact Sheri Walsh at 667-7131 (swalsh@hpcme.org) if you have any questions.

enclosures (2)

**2016 GREATER ELLSWORTH REGIONAL
HOUSEHOLD HAZARDOUS WASTE/UNIVERSAL WASTE
PLANNING SERVICES AGREEMENT**

AGREEMENT BETWEEN:

Hancock County Planning Commission
395 State Street
Ellsworth, ME 04605

AND

Town/City of _____

This services agreement is for the following type of collection:

(check one box only please)

- Household Hazardous Waste (HHW) only
- Universal Waste (UW) only
- Both HHW and UW

Please see page 3 for definitions.

THIS AGREEMENT made this _____ day of _____, 2016 is by and between the Hancock County Planning Commission, hereinafter referred to as the HCPC and the municipality mentioned above.

By signing this document, your town agrees to participate in a one-day household hazardous waste and/or universal waste collection that will be held during the summer of 2016. **This agreement should be submitted to the HCPC by July 5, 2016** (please contact the HCPC as soon as possible if your community will participate but is unable to meet this deadline). A deposit, which will go toward the final bill from the HHW vendor for disposal services, is required. Please note that if you are participating in both the HHW and UW collection, you will only need to pay a deposit one time. The required deposit for your town (using year 2010 U.S. Census figures):

	<u>HCPC</u> <u>Member</u>	<u>Non-</u> <u>Member</u>
Less than 1,000 year-round residents	\$300	\$450
1,000 to 3,000 year-round residents	\$500	\$750
3,000 or more year-round residents	\$1000	\$1500

Checks may be made payable to the "Hancock County Planning Commission". Any portion of the deposit not used toward final payment will be returned to the town following the collection.

7. Payment by the municipality is expected within 15 days of receipt of the bill from the HCPC. Any portion of the deposit not used toward final payment will be returned to the town following the collection.
8. The event is expected to take place on **Saturday August 20, 2016** from 9:00 AM to 1:00 PM at the Ellsworth High School on Route 1A and will be held rain or shine.

The parties hereto made and executed this agreement as of the day and year written below:

Town/City of _____

HCPC

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Town-Appointed Volunteer:

Name _____

Email _____

Phone _____

HHW/UW Defined:

Household Hazardous Waste (HHW) – Waste materials generated in a home that contain caustic, flammable, toxic or reactive properties. Examples include pesticides, polishes, lye, acids, solvents, oil based paint, swimming pool chemicals, and old gasoline.

Universal Waste (UW) – Hazardous waste that is widely generated – commonly containing mercury, cadmium and lead. Rechargeable batteries, cathode ray tubes, fluorescent lamps, mercury thermostats, motor vehicle switches, PCB ballasts, and thermometers.

RECYCLE

LAPTOPS
TELEVISIONS
COMPUTER MONITORS
AUTOMOBILE BATTERIES
RECHARGEABLE BATTERIES
MERCURY ITEMS
- THERMOMETERS
- THERMOSTATS
- SWITCHES
- FLUORESCENT BULBS



IT'S THE LAW

Universal Waste has been outlawed from municipal solid waste in Maine since January 1, 2005.

RESOLVE R #2016-78 TO PARTICIPATE IN THE GREATER ELLSWORTH REGIONAL HAZARDOUS HOUSEHOLD WASTE COLLECTION EVENT

Whereas, the Town of Bucksport maintains a Transfer Station to collect most waste products; and,

Whereas, there are some products the Town is unable to accept; and,

Whereas, the Hancock County Planning Commission has scheduled the 2015 Ellsworth Area Household Hazardous Waste and Universal Waste collection for August 20th from 9:00 AM to 1:00 PM; and,

Whereas, the estimated cost to participate in the program is approximately \$1000; and,

Whereas, the estimated cost could be higher or lower, depending upon how much material from Bucksport is collected; and,

Whereas, the Town of Bucksport has participated in the event in previous years; and,

Whereas, the Town must supply a volunteer to help in planning for the event and assisting on the day of the event; and,

Whereas, it is of utmost importance that household hazardous waste be disposed of properly in order to protect the environment and the integrity of the sewer treatment plant; and

Whereas, if a volunteer doesn't desire to step forward, then the Town should pay a Town Employee or another responsible party a stipend of \$100 to work at this event; and,

Whereas, the deadline for signing up for the event is July 6, 2015;

Be it resolved by the Bucksport Town Council in town council assembled to participate in the Ellsworth Area Hazardous Household Waste Collection Event at an estimated cost of \$1,000 if a volunteer, paid or otherwise, comes forward to assist the Town meet the requirements.

Acted on June 30,2016

Yes _____ No _____ Abstained _____

Attested by:

Kathy Downes, Town Clerk

RESOLVE #R-2016-79 TO ACCEPT MDOT LOCAL ROADS ASSISTANCE PROGRAM FUNDS AND TO SIGN THE LRAP CERTIFICATION FORM

Whereas, 9% of MDOT Highway Funds are designated for distribution to municipalities each year; and,

Whereas the MDOT sends out a LRAP Certification Form indicating that the Town spent the past year's funds on eligible projects: and,

Whereas the total Bucksport allocation for FY 17 totals \$62,180:

Be it resolved by the Bucksport Town Council in Town Council assembled to accept LRAP funds for FY 17, and also sign the LRAP certification form

Acted on June 30, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

9b



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

COMMUNITY SERVICES DIVISION
1-800-498-9133
<http://www.maine.gov/mdot/csd/lrap/index.htm>

June 6, 2016

LOCAL ROAD ASSISTANCE PROGRAM (LRAP)

The LRAP allocation for the new Fiscal Year 17 went down slightly. Therefore most LRAP payments went down slightly this year.

Please remember that:

- LRAP payments are now made ONCE a year...not in quarterly payments. The full year's allocation will be sent to your municipality/county by December 1 of each year, **if we receive an accurate, completed certification form.**
- ALL Maine towns/cities are uniformly receiving the statutory lane-mile rates.

As in previous years, all LRAP recipients must provide information on how LRAP funds were expended from the previous fiscal year. The information collected on the back side of the Certification Form is used to chart the progress of improving public roads by the 500 Maine municipalities, counties, and Indian reservations that receive funding from this program. *If this information is not provided when we receive the certification form, we will return it to you for completion.*

Please submit the completed Certification Form for Fiscal Year 2017 (July 1, 2016 to June 30, 2017) either by US mail or by scanning and emailing it to us. **We no longer accept faxes.** The law says it must be received by August 1 or earlier.

Once we receive your completed form, your funds will be ready for the November payment.

If your town has not done so already, we are also encouraging municipalities to sign up for electronic transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and provide a speedy and secure service. If you are interested in Electronic Fund Transfer, see our website at <http://www.maine.gov/mdot/csd/lrap/eft.htm> . There is no cost for this option.

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

Sincerely,

Peter M. Coughlan, Director
207/ 624-3266 or peter.coughlan@maine.gov



PRINTED ON RECYCLED PAPER

MAINE DEPARTMENT OF TRANSPORTATION
LOCAL ROADS ASSISTANCE PROGRAM (LRAP)
CERTIFICATION 2016-2017 (FY17)
MUNICIPALITY of Bucksport 09070

To be eligible to receive FY-17 LRAP (URIP) funds, each Municipality must **certify that the funds are used in a manner consistent with chapter 19 in Title 23.** Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, "RURAL funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C." URBAN funds must be used **for maintenance or improvement to public roads.** Effective July 1, 2008 municipalities must provide information on what improvements were done with the FY16 (July 1, 2015 to June 30, 2016) LRAP funds received by the municipality. Please report this on the back side of form in the box on the bottom of the page.

It is estimated that the Municipality of Bucksport, will receive by December 31, 2016 **one payment (1) of \$ 62,180** for the fiscal year beginning July 1, 2016.

The Urban funds total \$ **7,123** for this fiscal year

The Rural funds total \$ **55,057** for this fiscal year

Notification will be made in the event of any change. Beginning in 2014, municipalities receive 9% of MaineDOT's portion of the Highway Fund. This means that the disbursements to municipalities rise and fall with MaineDOT's budget.

We, the undersigned municipal officers or designee (i.e. Town/City Manager) of the municipality of Bucksport do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2016-2017 will be used only for uses as stated above. *We also certify that the previous year's funds were spent on the projects listed on the back of this form.*

Signed _____ Date ___/___/___ Signed _____ Date ___/___/___

Signed _____ Date ___/___/___ Signed _____ Date ___/___/___

MANDATORY: Municipal E-mail Address _____

Please print below the name, title, and phone of the person to contact for the information on this form.

Name: _____ Title: _____ Tel: _____

If your address **has changed in the last year** (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: _____

Town: _____ State: _____ Zip Code: _____

Prior to August 1, 2016, please return this completed form (BOTH SIDES) by US mail or scanned PDF/email to: (FAXES ARE NO LONGER ACCEPTED)

Sandra J. Noonan
MaineDOT- Community Services Division
16 State House Station
Augusta, Maine 04333-0016
Tel. (207) 624-3265, or sandra.noonan@maine.gov

NO LRAP payment shall be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

We need the original -Please make a copy for your records.

Over please

Bucksport 09070

**Last year's (FY-16) LRAP Funds
of \$ 62,436 (Urban \$ 7,126), (Rural \$ 55,310)**

As a result of 2007 Legislative inquiries and discussions centered around LRAP, MaineDOT needs to collect additional information on the uses of URIP funding by 500 Maine municipalities, counties, and Indian reservations. This is intended to be simple and provide an easy method to collect information on the use of over \$20 million per year by local agencies.

As noted on the front side of this form, LRAP funding can only be spent on capital improvements in most Maine towns, except for urban compact towns/cities where urban funds can be used for maintenance or improvement to public roads.

A **capital improvement** is defined as "any work on a road or bridge which has a life expectancy of at least 10 years and restores the load-carrying capacity". Examples of eligible "capital" activities are defined as follows: Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmed surface), pavement and/or base recycling, pavement cold planing and resurfacing .

1. Medium to heavy overlays which improve the strength and ride quality (minimum 1" lift on a shimmed surface), pavement and/or base recycling, pavement cold planning and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. * Traffic signal or sign installation and/or replacements
6. * Sidewalk construction or reconstruction
7. * Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. * Wetland mitigation
9. * Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. "Banking it" to save up for a future project
16. Other (explain) _____

* Some of the categories of work (# 5, 6, 7, 8 & 9) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The "funds spent" or banked (LRAP ONLY) must add up to at least the amount of your FY 16 LRAP payments (shown above) from 7/1/15 to 6/30/16.

1. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

2. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

3. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

4. Urban funds used for maintenance (if any): \$ _____

NO LRAP payment shall be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

90

RESOLVE #R-2016-80 AWARDED CONTRACT FOR INSTALLATION OF WATER & SEWER LINES IN HERITAGE PARK EXTENSION

Whereas, bids were requested from interested contractors to provide water and sewer lines for the Heritage Park extension, and

Whereas, 6 bids were received as outlined by the attached sheet,

Whereas, John W. Goodwin, Jr., provided the lowest price for the project and is qualified to do the work in the manner required,

Be it resolved by the Bucksport Town Council in town council assembled that the contract for the water/sewer line installation project in Heritage Park be awarded to John W. Goodwin, Jr. for the price of \$74,944 with \$150/cy for ledge encountered to be funded from the Highway Reserve fund.

Acted on June 30, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

8b
d 9c



Lessard, Susan <slessard@bucksportmaine.gov>

Bucksport Bid Results

Lessard, Susan <slessard@bucksportmaine.gov>
To: mobanion@isqst.com

Tue, Jun 28, 2016 at 9:48 AM

Updated results once I got the breakdown from Lane Construction for the Ledge Removal price.
Sue Lessard

Susan Lessard | Town Manager
Town of Bucksport, Maine | Incorporated June 25, 1792
50 Main Street | P.O. Drawer X | Bucksport, Maine 04416
207.469.7368, ext. 226 (office) | 207.469.7369 (fax)
slessard@bucksportmaine.gov | www.bucksportmaine.gov

----- Forwarded message -----
From: **Lessard, Susan** <slessard@bucksportmaine.gov>
Date: Tue, Jun 28, 2016 at 8:50 AM
Subject: Bucksport Bid Results
To: mobanion@isqst.com

Good Morning -
Results are as follows:

Company	Bid	Ledge Removal
Vaughn Thibodeau II	\$ 87,000	\$175/cy
Lane	\$114,250	\$85/cy
John W. Goodwin Jr.	\$ 74,944	\$150/cy
ETTI	\$149,000	\$350/cy
Gene Bass	\$ 77,500	Town Responsibility
Sargent	\$146,100	\$225/cy

Sue Lessard
Susan Lessard | Town Manager
Town of Bucksport, Maine | Incorporated June 25, 1792
50 Main Street | P.O. Drawer X | Bucksport, Maine 04416
207.469.7368, ext. 226 (office) | 207.469.7369 (fax)
slessard@bucksportmaine.gov | www.bucksportmaine.gov

9c

JOHN W. GOODWIN, JR.
P.O. BOX 919
SOUTHWEST HARBOR, MAINE 04679
(207) 244-7805 FAX. (207) 244-7289
Email: jpgirl@myfairpoint.net
NO. 5105

*Proposal submits to: Town Manager
Town of Bucksport
50 Main Street, PO Drawer X
Bucksport, ME 04416*

RE: Heritage Park Sewer & Water Line Bid

DATE: June 28, 2016

WE HEREBY SUBMIT the following scope of work, specifications, and cost based upon Millet Associates' Industrial Park Expansion Plans (Sheets 3 through 7), dated 1/10 and a site visit on 6/17/18:

1. Mobilize equipment and crew to Heritage Park.
2. Saw cut the existing pavement.
3. Install approximately 1,000 feet of Owner supplied water and sewer line associated with a road extension in the business park.
4. Install services entrances to eight lots and one hydrant.
5. Bed piping and backfill trenches with Owner supplied materials.
6. Compact backfill material.
7. Leak test the new sewer and water lines.
8. Chlorinate and complete bacteriological tests on the new water main.
9. Project to be completed by 10/30/16.

This proposal DOES NOT include any of the following:

1. Permits and bonds
2. Ledge removal – see unit price below
3. Pipe, fittings, and appurtenances
4. Stone, sand, and gravel
5. Insulation
6. Thrust blocks

WE PROPOSE HEREBY to furnish material and labor-complete in accordance with the above specifications, for the sum of \$74,944.00 plus \$150.00/cy for ledge removal.

Terms: To be invoiced as work is completed
1 ½ % interest after 30 days

AUTHORIZED BY: *John E. Carter*

APPROVED BY: _____ **DATE** _____

Please return signed proposal to the address shown above.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

RESOLVE #2016-81 TO APPROVE THE PURCHASE OF A STATIONARY AIR COMPRESSOR FOR THE HIGHWAY DEPARTMENT

Whereas, the Town of Bucksport highway department uses a stationary air compressor as part of its work at the Town Garage, and

Whereas, the current stationary air compressor is more than 20 years old, and

Whereas, the FY2017 Town Garage Capital Improvement Program identifies replacement of this unit, and

Whereas, the Public Works Director solicited quotes from vendors of stationary air compressors and received 3 prices,

Be it resolved by the Bucksport Town Council in Town Council assembled to approve purchase of a stationary air compressor from Ramsdell Auto Supply for the price of \$4,999 to be funded from Town Garage Reserve.

Acted on June 30, 2016

Yes _____ No _____

Attested by: Kathy Downes, Town Clerk

9d

FROM: DUANE NADEAU, PUBLIC WORKS DIRECTOR

TO: SUSAN LESSARD, TOWN MANAGER

REF: FY 2017 Town Garage CIP

DATE: June 16, 2016

As part of my department's FY 2017 Town Garage Reserve Capital Improvement Program, we requested price quotations for a stationary central air compressor to replace the existing 20 year old unit.

The following price quotations were received.

<u>Vendor</u>	<u>Model</u>	<u>Price</u>
Ramsdell Auto Supply	NAPA Industrial QP07501T	\$4,999.00
N. H. Bragg & Sons	Ingersol-Rand UP6-7.5-150	\$7,350.62
Snap-on Tools	Snap-on BRARS8180H	\$13,495.00

It is recommended that the Town Council approve the purchase of a new stationary air compressor for the Bucksport town garage from Ramsdell Auto Supply for the price of \$4,999.00.

RESOLVE #2016-81 TO APPROVE THE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN HANCOCK COUNTY SHERIFF'S OFFICE AND THE TOWN OF BUCKSPORT FOR APPOINTING OF OFFICERS AS DEPUTY SHERIFFS FOR THE PURPOSE OF PARTICIPATING IN THE MULTI-JURISDICTIONAL TASK FORCES ENTITLED RIDE & UAD

Whereas, the Town of Bucksport participates in a mutual aid agreement with the Hancock County Sheriff's Department, and

Whereas, the Town of Bucksport wishes to participate in the Multi-Jurisdictional Task forces grants entitled RIDE and UAD, and

Whereas, these grant are provided through the Hancock County Sheriff's Office,

Be it resolved by the Bucksport Town Council in Town Council assembled to authorize the Bucksport Chief of Police to sign the attached Memorandum of Understanding and Agreement between the Town of Bucksport related to the multi-jurisdictional task forces entitled RIDE and UAD.

Acted on June 30, 2016

Yes _____ No _____

Attested by: Kathy Downes, Town Clerk

9e

Scott A. Kane
Sheriff



Patrick W. Kane
Chief Deputy

Hancock County Sheriff's Department
50 State Street, Suite 10
Ellsworth, Maine 04605
(207) 667-7575
Fax (207) 667-7516

Memorandum of Understanding

This agreement, made this 13th day of June, 2016 is by and between the Hancock County Sheriff's Office and the Town of Bucksport. By agreement the Hancock County Sheriff's Office and the Town of Bucksport jointly agree in partnership for the continuation of a Multi-Jurisdictional Task Force.

Whereas, Title 30-A M.R.S.A 2674 authorizes a Sheriff to appoint full or part time deputies to enforce Maine's criminal laws and offenses enumerated in Titles 17-A, 28, 28A and 29-A of the Maine Statues; and

Whereas the City of Ellsworth has requested that certain police officers be appointed as deputies in Hancock County, and

Whereas the Sheriff of Hancock County agrees to appoint a specific number of Bucksport police officers as Hancock County Deputies;

Now, therefore, the parties agree as follows:

The Hancock County Sheriff will appoint officers from the Bucksport Police Department as Deputies. The specific individuals appointed will be mutually agreed upon by the Chief of the Bucksport Police Department and the Hancock County Sheriff. These officers shall be utilized for enforcement of Maine law under the multi jurisdiction task forces entitled, RIDE and UAD. Other circumstances or task forces may on occasion require the activation of these officers. Under these circumstances, the Chief of the Bucksport Police Department and the Hancock County Sheriff will agree to their utilization prior to the event.

The Town of Bucksport will be eligible for reimbursement by submitting a statement to the Hancock County Sheriff's Office for services rendered. The reimbursement to the Town of Bucksport shall be at the over time rate plus fringe benefits as allowed.

This calculation shall be completed at the time of the grant application period and agreed upon by both parties.

The Bucksport Police Department agrees that if officers are utilized as mutual aid, the Town of Bucksport is liable for all wages and benefits that are incurred as a result.

Chief of Police

Date

Sheriff

Date

Scott A. Kane
Sheriff



Patrick W. Kane
Chief Deputy

Hancock County Sheriff's Department
50 State Street, Suite 10
Ellsworth, Maine 04605
(207) 667-7575
Fax (207) 667-7516

**Agreement between
Hancock County Sheriff's Office and the town of Bucksport**

Agreement made this _____ day of _____, 2016, by and between the Town of Bucksport on behalf of the Bucksport Police Department and Hancock County on behalf of the Hancock County Sheriff's Office.

Whereas, Title 30-A M.R.S.A. 2674 authorizes a Sheriff to appoint full or part time deputies to enforce Maine's criminal laws and offenses enumerated in Titles 17-A, 28, 28A and 29-A of the Maine Statutes; and

Whereas, the town of Bucksport has requested that certain of its police officers be appointed as deputies in Hancock County, and

Whereas, the Sheriff of Hancock County agrees to appoint a specific number of Bucksport police officers as Hancock County Deputies;

Now, therefore, for mutual consideration, the sufficiency of which each party acknowledges, the parties do agree as follows:

1. APPOINTMENT;

The Hancock County Sheriff's Office agrees to appoint certain Bucksport Police Officers as Hancock County Sheriff's Deputies authorized to enforce Maine's criminal laws and offenses enumerated in Title 28, 28A and 29A of the Maine statutes within Hancock County. The specific individuals to be so appointed will be mutually agreed upon by the Chief of the Bucksport Police Department and the Hancock County Sheriff. The term of the appointment shall be for an initial period of six months with a subsequent appointment for three years. The appointment shall be used for participation in County wide enforcement efforts as they relate to the RIDE and Underage Drinking task force. The authority granted as a Deputy Sheriff shall also extend for the purpose of mutual aid and enforcement of law as determined appropriate by the Chief of Police and the Sheriff. The Sheriff may revoke an appointment at any time for no cause.

2. EMPLOYER-EMPLOYEE RELATIONSHIP RETAINED:

The Bucksport Police Department shall be the sole and exclusive employer of persons appointed as deputies hereunder and they are not intended, nor shall they be deemed to be employees of the Hancock County Sheriff's Office. In addition, nothing herein shall be construed to create a joint employer relationship between the Bucksport Police Department and the Hancock County Sheriff's Office and the appointed employee. The Bucksport Police Department retains all of the legal responsibilities of the employer-employee relationship while its officer(s) are acting as deputies with Hancock County.

Bucksport police officers appointed hereunder shall be paid all wages and benefits by the Town of Bucksport in the customary manner and shall accrue benefits pursuant to their personnel policy. The town of Bucksport shall be eligible for any reimbursement available to them as a result of its officers working a funded grant. Such circumstances shall be spelled out in a separate Memorandum of Understanding between the agencies.

To the fullest extent permitted by law, the Town of Bucksport at its own expense, shall defend or cause to be defended, Hancock County Sheriff's Office, its officers and employees, from and against any and all cause of action, claims or suits, just or unjust arising out of, or resulting from its officers' acts or omissions occurring while said officers are acting pursuant to the Deputy Sheriff powers granted hereunder.

In addition to the foregoing, the Town of Bucksport shall be fully responsible for all workers' compensation coverage of its officers employment hereunder and the Town of Bucksport hereby waives any right of subrogation which it may have against the Hancock County Sheriff's Office, its officers or employees, arising out of or resulting from said worker's compensation claims. Furthermore the Town of Bucksport shall be fully responsible for liability coverage for its officer(s) when on assignment as a Deputy Sheriff.

The town of Bucksport shall immediately notify the Hancock County Sheriff's Office and the Maine Criminal Justice Academy when an employee appointed as a deputy pursuant to this agreement is no longer employed by the agency.

Chief of Police

Date

Hancock County Sheriff

Date

RESOLVE #2016-83 TO SET THE MIL RATE FOR 2016-17 AT \$16.50 PER THOUSAND

Whereas the Bucksport Town Council adopted the general fund budget on June 9, 2016, and

Whereas the budget adopted requires an amount of \$6,973,135 to be raised for education, municipal, county, and TIF appropriations, and

Whereas based on the current municipal taxable valuation of \$441,536,631 the mil rate can be from 15.79 to 16.58, and

Whereas the Council desires to reduce the mil rate from the 2015-16 rate, but also to maintain a healthy fund balance as a 'safety net',

Be it resolved by the Bucksport Town Council in Town Council assembled to approve the mil rate for 2016-17 real estate and personal property taxes at \$16.50 per thousand.

Acted on June 30, 2016

Yes _____ No _____ Abstained _____

Attested by: Kathy Downes, Town Clerk



Town of Bucksport, Maine

ASSESSOR'S OFFICE

PO Drawer X
Bucksport, ME 04416
(207) 469-7949

jfitzgerald@bucksportmaine.gov

MEMORANDUM

TO: Town Manager and Town Council
FROM: Jef Fitzgerald, Tax Assessor
DATE: June 29, 2016
REGARDING: **Proposed 2016-17 mil rate for Bucksport**

The table below shows the factors that are contributing to the proposed mil rate.

2015-16 mil rate:	17.10	<i>Created an overlay of \$343,842</i>
2016-17 RSU budget:	-4.65	\$2,051,421 appropriation decrease**
2016-17 Other Revenues:	+3.66	\$1,616,925 decrease (includes reserves)
2016-17 Municipal budget:	+0.81	\$358,706 appropriation increase
2016-17 State payments	-0.45	Muni. Rev. sharing, Homestead, BETE*
<u>2016-17 Valuation changes</u>	<u>+0.03</u>	<u>\$774,057 drop in net value, see below.*</u>
2014-15 mil rate:	16.50	<i>Creates an overlay of \$312,219</i>
Overall Change	-0.60	

*Valuation/Homestead/BETE: Though the overall net valuation base decrease was less than 1%, there were some major changes from last year. For 2016-17, Homesteads each get a \$15,000 exemption at the same 50% reimbursement rate as the old \$10,000 exemption. Homesteads (including many new ones) account for a more than 7 million dollar drop in taxable valuation this year. Half of the increase in the State's exemption is paid for by the town. Other valuation losses were realized by depreciation of large assets, removal of more leased equipment from the mill site & log yard as well as a few residential and commercial buildings being removed. Gains in value that offset most of the losses included new power line infrastructure, seven new homes and a commercial building.

**Sudden & Severe adjustments by the State regarding loss of value at the mill site allowed the RSU appropriation from Bucksport to decrease and increased the State Revenue sharing amount.

2016 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM

9f

Municipality: Town of Bucksport

Data entry fields

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

- 1. Local taxable real estate valuation 1 **\$359,345,070**
- 2. Local taxable personal property valuation 2 **\$69,671,307**
- 3. Total taxable valuation (Line 1 plus line 2) 3 **\$429,016,377**
(should agree with MVR Page 1, line 11)
- 4. Total of all homestead exempt valuation 4(a) **\$18,309,870**
(should agree with MVR Page 1, line 14f)
- Total of all Homestead Exempt Valuation divided by 2 4(b) **\$9,154,935**
- 5. Total of all **BETE exempt valuation** 5(a) **\$5,735,776**
(+Enhanced BETE Calc sheet'J12)
- Enhanced** total of all reimbursable BETE exempt valuation 5(b) **\$3,365,319**
(+Enhanced BETE Calc sheet'J50:J50, Line 4.a)
- 6. Total valuation base (Line 3 plus line 4(b) plus line 5) 6 **\$441,536,631**

ASSESSMENTS

- 7. County tax 7 **\$282,246.00**
- 8. Municipal appropriation 8 **\$5,139,029.00**
- 9. TIF financing plan amount 9 **\$23,960.00** based on 16.6 mils
- 10. Local education appropriation (Local share/contribution) 10 **\$4,348,959.00**
(Adjusted to municipal fiscal year)
- 11. Total appropriations (Add lines 7 through 10) 11 **\$9,794,194.00**

ALLOWABLE DEDUCTIONS

- 12. State municipal revenue sharing 12 **\$324,500.00**
- 13. Other revenues: All other revenues that have been formally 13 **\$2,496,559.00**
appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. **(Do Not Include any Homestead or BETE Reimbursement)**

- 14. Total deductions (Line 12 plus line 13) 14 **\$2,821,059.00**
- 15. Net to be raised by local property tax rate (Line 11 minus line 14) 15 **\$6,973,135.00**

- 16. **\$6,973,135.00** x **1.05** = **\$7,321,791.75** Maximum Allowable Tax
(Amount from line 15)
- 17. **\$6,973,135.00** ÷ **\$441,536,631** = **0.01579** Minimum Tax Rate
(Amount from line 15) (Amount from line 6)
- 18. **\$7,321,791.75** ÷ **\$441,536,631** = **0.01658** Maximum Tax Rate
(Amount from line 16) (Amount from line 6)
- 19. **\$429,016,377.00** x **0.01650** = **\$7,078,770.22** Tax for Commitment
(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)
- 20. **\$6,973,135.00** x **0.05** = **\$348,656.75** Maximum Overlay
(Amount from line 15)
- 21. **\$9,154,935** x **0.01650** = **\$151,056.43** Homestead Reimbursement
(Amount from line 4b.) (Selected Rate) (Enter on line 8, Assessment Warrant)
- 22. **\$3,365,319** x **0.01650** = **\$55,527.76** BETE Reimbursement
(Amount from line 5b.) (Selected Rate) (Enter on line 9, Assessment Warrant)
- 23. **\$7,285,354.41** - **\$6,973,135.00** = **\$312,219.41** Overlay
(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

RESOLVE #R-2016-84 TO APPROVE PAYMENT REQUISITION 10 FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE SECONDARY TREATMENT PLANT UPGRADE BIDDING/ADDED FUNDING ASSISTANCE AND CONSTRUCTION CONTRACTS

Whereas, the Town of Bucksport has contracted with Olver Associates with Resolve #R-2012-38 for Administration and Inspection services related to the construction of the secondary treatment facility and with Apex Construction for the construction of said facility, and

Whereas Apex Construction is the contractor selected for construction of the secondary treatment facility, and

Whereas Payment Requisition 9 for this project has been reviewed and authorized by the contractor, the engineers, the owner and Rural Development,

Be it resolved by the Bucksport Town Council in Town Council assembled to approve the payment of \$17,050 to Olver Associates, Inc. found on invoice #7562, \$1,080,268.43 to Apex Construction found on Contractor's Application for Payment No 9, and \$11,200 to Camden National Bank for interim financing costs.

Be it further resolved that the \$1,108,518.43 for these services be paid from the \$7.8 million dollar construction loan for the project.

Acted on June 30, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

99

Pay Req 10

NAME OF SYSTEM: TOWN OF BUCKSPORT WASTEWATER TREATMENT PROCESS UPGRADE

Item	Test	Description	Contract #1		Contract #2		Contract #3		Contract #4		Total To Date	This Pay Period	Previously Paid	Budget	Balance	Total To Date	This Pay Period	Previously Paid	Budget	Balance	Total To Date	This Pay Period	Previously Paid	Budget	Balance		
			Date of Completion	Contract Amount	Date of Completion	Contract Amount	Date of Completion	Contract Amount	Date of Completion	Contract Amount																Original	Revised
			Original:	\$ 11,872,600.00																							
			Revised:	\$ 11,865,900.00																							
		Description of Project: Wastewater Treatment Process Upgrade																									
		Dates of Request - From: 5-12-16 To: 6-15-16																									

**BUCKSPORT, MAINE
WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16**

Invoice Date	Invoice Number	Request No.	Payee	Description	Invoice Amount	Cumulative Amount
12/16/11	5177	1	Olver Associates Inc.	Design	\$ 2,450.00	\$ 2,450.00
02/10/12	5273	1	Olver Associates Inc.	Design	\$ 1,500.00	\$ 3,950.00
03/09/12	5313	1	Olver Associates Inc.	Design	\$ 2,500.00	\$ 6,450.00
04/11/12	5357	1	Olver Associates Inc.	Design	\$ 1,500.00	\$ 7,950.00
05/08/12	5402	1	Olver Associates Inc.	Design	\$ 2,522.00	\$ 10,472.00
06/06/12	5454	1	Olver Associates Inc.	Design	\$ 14,467.00	\$ 24,939.00
07/03/12	5504	1	Olver Associates Inc.	Design	\$ 4,676.00	\$ 29,615.00
08/08/12	5577	1	Olver Associates Inc.	Design	\$ 3,270.00	\$ 32,885.00
09/09/12	5613	1	Olver Associates Inc.	Design	\$ 5,738.75	\$ 38,623.75
10/09/12	5673	1	Olver Associates Inc.	Design	\$ 7,345.00	\$ 45,968.75
11/14/12	5693	1	Olver Associates Inc.	Design	\$ 8,550.00	\$ 54,518.75
12/14/12	5735	1	Olver Associates Inc.	Design	\$ 4,250.00	\$ 58,768.75
01/11/13	5772	1	Olver Associates Inc.	Design	\$ 4,000.00	\$ 62,768.75
02/06/13	5813	1	Olver Associates Inc.	Design	\$ 13,000.00	\$ 75,768.75
03/14/13	5853	1	Olver Associates Inc.	Design	\$ 2,500.00	\$ 78,268.75
04/10/13	5896	1	Olver Associates Inc.	Design	\$ 15,800.00	\$ 94,068.75
05/10/13	5931	1	Olver Associates Inc.	Design	\$ 14,520.00	\$ 108,588.75
06/12/13	5978	1	Olver Associates Inc.	Design	\$ 8,500.00	\$ 117,088.75
07/05/13	6024	1	Olver Associates Inc.	Design	\$ 1,865.00	\$ 118,953.75
08/12/13	6062	1	Olver Associates Inc.	Design	\$ 2,312.50	\$ 121,266.25
09/09/13	6108	1	Olver Associates Inc.	Design	\$ 2,650.00	\$ 123,916.25
10/07/13	6148	1	Olver Associates Inc.	Design	\$ 10,560.00	\$ 134,476.25
11/12/13	6194	1	Olver Associates Inc.	Design	\$ 9,650.00	\$ 144,126.25
12/10/13	6233	1	Olver Associates Inc.	Design	\$ 6,500.00	\$ 150,626.25
01/07/14	6277	1	Olver Associates Inc.	Design	\$ 5,302.00	\$ 155,928.25
02/12/14	6319	1	Olver Associates Inc.	Design	\$ 12,750.00	\$ 168,678.25
03/11/14	6358	1	Olver Associates Inc.	Design	\$ 39,300.00	\$ 207,978.25
04/08/14	6398	1	Olver Associates Inc.	Design	\$ 25,453.00	\$ 233,431.25
05/14/14	6438	1	Olver Associates Inc.	Design	\$ 26,000.00	\$ 259,431.25
06/10/14	6480	1	Olver Associates Inc.	Design	\$ 23,550.00	\$ 282,981.25
07/15/14	6524	1	Olver Associates Inc.	Design	\$ 35,000.00	\$ 317,981.25
08/14/14	6575	1	Olver Associates Inc.	Design	\$ 40,000.00	\$ 357,981.25
09/10/14	6623	1	Olver Associates Inc.	Design	\$ 4,270.00	\$ 362,251.25
10/08/14	6694	1	Olver Associates Inc.	Design	\$ 2,050.00	\$ 364,301.25
02/14/15	6890	1	Olver Associates Inc.	Design	\$ 10,724.00	\$ 375,025.25
03/10/15	6911	1	Olver Associates Inc.	Design	\$ 18,364.50	\$ 393,389.75
04/10/15	6953	1	Olver Associates Inc.	Design	\$ 13,850.00	\$ 407,239.75
05/12/15	6995	1	Olver Associates Inc.	Design	\$ 7,065.00	\$ 414,304.75
06/09/15	7043	1	Olver Associates Inc.	Design	\$ 3,500.00	\$ 417,804.75
07/01/15	7090	1	Olver Associates Inc.	Design	\$ 42,195.25	\$ 460,000.00
08/11/15	7139	1	Olver Associates Inc.	Design	\$ 14,500.00	\$ 474,500.00
03/16/15	3470452	1	Berstein Shur	Legal	\$ 1,944.00	\$ 476,444.00
04/21/15		1	Town of Bucksport	Permit Fee	\$ 2,200.00	\$ 478,644.00
03/04/15		1	Fellows Kee Tymoczko & Pierson	Legal	\$ 2,500.00	\$ 481,144.00
04/17/15		1	Berstein Shur	Legal	\$ 1,368.00	\$ 482,512.00
06/15/15		1	Berstein Shur	Legal	\$ 2,592.00	\$ 485,104.00
07/02/15		1	Town of Bucksport	Permit Fee	\$ 768.00	\$ 485,872.00
09/09/15	7187	2	Olver Associates Inc.	Contract Admin/Inspection	\$ 23,441.10	\$ 509,313.10
10/08/15	7231	2	Olver Associates Inc.	Contract Admin/Inspection	\$ 20,320.00	\$ 529,633.10
10/14/15	1	2	Apex Construction Inc.	Construction	\$ 551,066.50	\$ 1,080,699.60

**BUCKSPORT, MAINE
WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16**

Invoice Date	Invoice Number	Request No.	Payee	Description	Invoice Amount	Cumulative Amount
11/12/15	7273	3	Olver Associates Inc.	Contract Admin/Inspection	\$ 39,075.00	\$ 1,119,774.60
11/11/15	2	3	Apex Construction Inc.	Construction	\$ 293,068.14	\$ 1,412,842.74
12/09/15	3	4	Apex Construction Inc.	Construction	\$ 298,140.40	\$ 1,710,983.14
12/08/15	7328	4	Olver Associates Inc.	Contract Admin/Inspection	\$ 20,970.00	\$ 1,731,953.14
11/03/15	10300155078	4	Central Maine Power	CMP Fee	\$ 35,704.01	\$ 1,767,657.15
01/08/16	7364	5	Olver Associates Inc.	Contract Admin/Inspection	\$ 17,618.75	\$ 1,785,275.90
12/31/15	4	5	Apex Construction Inc.	Construction	\$ 417,855.53	\$ 2,203,131.43
02/05/16	5	6	Apex Construction Inc.	Construction	\$ 238,366.27	\$ 2,441,497.70
02/08/16	7400	6	Olver Associates Inc.	Contract Admin/Inspection	\$ 18,870.00	\$ 2,460,367.70
03/04/16	6	7	Apex Construction Inc.	Construction	\$ 305,772.67	\$ 2,766,140.37
03/08/16	7440	7	Olver Associates Inc.	Contract Admin/Inspection	\$ 16,122.35	\$ 2,782,262.72
04/06/16	7480	8	Olver Associates Inc.	Contract Admin/Inspection	\$ 16,080.75	\$ 2,798,343.47
04/13/16	7	8	Apex Construction Inc.	Construction	\$ 610,040.89	\$ 3,408,384.36
05/10/16	7513	9	Olver Associates Inc.	Contract Admin/Inspection	\$ 29,497.60	\$ 3,437,881.96
05/10/16	8	9	Apex Construction Inc.	Construction	\$ 932,137.92	\$ 4,370,019.88
06/10/16	7562	10	Olver Associates Inc.	Contract Admin/Inspection	\$ 17,050.00	\$ 4,387,069.88
06/15/16	9	10	Apex Construction Inc.	Apex Construction Inc.	\$ 1,080,268.43	\$ 5,467,338.31
06/14/16		10	Camden National Bank	Interest	\$ 11,200.00	\$ 5,478,538.31
TOTAL					\$ 5,478,538.31	

Bold items are those included in this request

ITEM 1A - DEVELOPMENT DETAIL

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Date	Payee	Description	RD	TOWN	Total
10/14/15	Apex Construction Inc.	Construction	\$ 525,699.60	\$ 25,366.90	\$ 551,066.50
11/11/15	Apex Construction Inc.	Construction	\$ 293,068.14	-	\$ 293,068.14
11/11/15	Apex Construction Inc.	Construction	\$ 298,140.40	-	\$ 298,140.40
12/31/15	Apex Construction Inc.	Construction	\$ 417,855.53	-	\$ 417,855.53
2/5/16	Apex Construction Inc.	Construction	\$ 238,366.27	-	\$ 238,366.27
3/4/16	Apex Construction Inc.	Construction	\$ 305,772.67	-	\$ 305,772.67
4/6/16	Apex Construction Inc.	Construction	\$ 610,040.89	-	\$ 610,040.89
5/10/16	Apex Construction Inc.	Construction	\$ 932,137.92	-	\$ 932,137.92
Subtotal Previous Request			\$ 3,621,081.42	\$ 25,366.90	\$ 3,646,448.32
6/15/16	Apex Construction Inc.	Construction	\$ 1,080,268.43	-	\$ 1,080,268.43
Subtotal This Request			\$ 1,080,268.43	-	\$ 1,080,268.43
Total			\$ 4,701,349.85	\$ 25,366.90	\$ 4,726,716.75

ITEM 4 - LEGAL & ADMINISTRATION
 WASTEWATER TREATMENT PLANT PROCESS UPGRADE
 SUMMARY THROUGH 6-15-16

Date	Inv. #	Payee	Description	RD	TOWN	Total
03/04/15				\$ -	-	\$ -
03/16/15	3470452	Fellows Kee Tymoczko & Pierson	Title Opinion	\$ 2,500.00	-	\$ 2,500.00
04/17/15	3472947	Bernstein Shur	Bond Counsel	\$ 1,944.00	-	\$ 1,944.00
06/15/15	3477524	Bernstein Shur	Bond Counsel	\$ 1,368.00	-	\$ 1,368.00
		Bernstein Shur	Bond Counsel	\$ 2,592.00	-	\$ 2,592.00
			Subtotal Previous Request	\$ 8,404.00	-	\$ 8,404.00
Subtotal This Request				\$ -	-	\$ -
Total				\$ 8,404.00	-	\$ 8,404.00

ITEM 5B - ENGINEERING DETAIL
WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Date	Invoice Number	Payee	Description	RD	TOWN	Total
b. Design Engineering						
12/16/11	5177	Olver Associates Inc.	Design	\$ -	2,450.00	\$ 2,450.00
2/10/12	5273	Olver Associates Inc.	Design	\$ -	1,500.00	\$ 1,500.00
3/10/12	5313	Olver Associates Inc.	Design	\$ -	2,500.00	\$ 2,500.00
4/11/12	5357	Olver Associates Inc.	Design	\$ -	1,500.00	\$ 1,500.00
5/8/12	5402	Olver Associates Inc.	Design	\$ -	2,522.00	\$ 2,522.00
6/6/12	5454	Olver Associates Inc.	Design	\$ -	14,467.00	\$ 14,467.00
07/03/12	5504	Olver Associates Inc.	Design	\$ -	4,676.00	\$ 4,676.00
08/08/12	5577	Olver Associates Inc.	Design	\$ -	3,270.00	\$ 3,270.00
09/09/12	5613	Olver Associates Inc.	Design	\$ -	5,738.75	\$ 5,738.75
10/09/12	5673	Olver Associates Inc.	Design	\$ -	7,345.00	\$ 7,345.00
11/14/12	5693	Olver Associates Inc.	Design	\$ -	8,550.00	\$ 8,550.00
12/14/12	5735	Olver Associates Inc.	Design	\$ -	4,250.00	\$ 4,250.00
01/11/13	5772	Olver Associates Inc.	Design	\$ -	4,000.00	\$ 4,000.00
02/12/13	5813	Olver Associates Inc.	Design	\$ -	13,000.00	\$ 13,000.00
03/14/13	5853	Olver Associates Inc.	Design	\$ -	2,500.00	\$ 2,500.00
04/10/13	5896	Olver Associates Inc.	Design	\$ -	15,800.00	\$ 15,800.00
05/10/13	5931	Olver Associates Inc.	Design	\$ -	14,520.00	\$ 14,520.00
06/12/13	5978	Olver Associates Inc.	Design	\$ -	8,500.00	\$ 8,500.00
07/05/13	6024	Olver Associates Inc.	Design	\$ -	1,865.00	\$ 1,865.00
08/12/13	6062	Olver Associates Inc.	Design	\$ -	2,312.50	\$ 2,312.50
09/09/13	6108	Olver Associates Inc.	Design	\$ -	2,650.00	\$ 2,650.00
10/07/13	6194	Olver Associates Inc.	Design	\$ -	10,560.00	\$ 10,560.00
11/12/13	6233	Olver Associates Inc.	Design	\$ -	9,650.00	\$ 9,650.00
12/10/13	6277	Olver Associates Inc.	Design	\$ -	6,500.00	\$ 6,500.00
01/07/14	6319	Olver Associates Inc.	Design	\$ -	5,302.00	\$ 5,302.00
02/12/14	6358	Olver Associates Inc.	Design	\$ -	12,750.00	\$ 12,750.00
03/11/14	6398	Olver Associates Inc.	Design	\$ -	39,300.00	\$ 39,300.00
04/08/14	6438	Olver Associates Inc.	Design	\$ -	25,453.00	\$ 25,453.00
05/14/14	6480	Olver Associates Inc.	Design	\$ -	26,000.00	\$ 26,000.00
06/10/14	6524	Olver Associates Inc.	Design	\$ -	23,550.00	\$ 23,550.00
07/15/14	6575	Olver Associates Inc.	Design	\$ -	35,000.00	\$ 35,000.00
08/14/14	6623	Olver Associates Inc.	Design	\$ -	40,000.00	\$ 40,000.00
09/10/14	6694	Olver Associates Inc.	Design	\$ -	4,270.00	\$ 4,270.00
10/08/14	6890	Olver Associates Inc.	Design	\$ -	2,050.00	\$ 2,050.00
02/10/15	6911	Olver Associates Inc.	Design	\$ -	10,724.00	\$ 10,724.00
03/10/15	6953	Olver Associates Inc.	Design	\$ -	18,364.50	\$ 18,364.50
04/10/15	6995	Olver Associates Inc.	Design	\$ -	13,850.00	\$ 13,850.00
05/12/15	7043	Olver Associates Inc.	Design	\$ -	7,065.00	\$ 7,065.00
06/09/15	7090	Olver Associates Inc.	Design	\$ -	3,500.00	\$ 3,500.00
07/01/15			Design	\$ -	42,195.25	\$ 42,195.25
Subtotal This Request				\$ -	\$ 460,000.00	\$ 460,000.00

Subtotal Design Engineering \$ 460,000.00

ITEM 5A - ENGINEERING DETAIL

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Date	Invoice Number	Payee	Description	RD	TOWN	Total
a. Contract Administration						
8/11/15	7139	Olver Associates Inc.	Contract Administration	\$ -	\$ 4,000.00	\$ 4,000.00
9/9/15	7187	Olver Associates Inc.	Contract Administration	\$ -	\$ 8,050.00	\$ 8,050.00
10/8/15	7231	Olver Associates Inc.	Contract Administration	\$ -	\$ 5,100.00	\$ 5,100.00
11/12/15	7273	Olver Associates Inc.	Contract Administration	\$ 4,500.00	\$ -	\$ 4,500.00
12/8/15	7328	Olver Associates Inc.	Contract Administration	\$ 3,470.00	\$ -	\$ 3,470.00
1/8/16	7364	Olver Associates Inc.	Contract Administration	\$ 4,100.00	\$ -	\$ 4,100.00
2/8/16	7400	Olver Associates Inc.	Contract Administration	\$ 1,580.00	\$ -	\$ 1,580.00
3/8/16	7440	Olver Associates Inc.	Contract Administration	\$ 2,302.50	\$ -	\$ 2,302.50
4/6/16	7480	Olver Associates Inc.	Contract Administration	\$ 2,640.75	\$ -	\$ 2,640.75
5/10/16	7513	Olver Associates Inc.	Contract Administration	\$ 12,347.60	\$ -	\$ 12,347.60
			Subtotal Previous Requests	\$ 30,940.85	\$ 17,150.00	\$ 48,090.85
6/15/16	7562	Olver Associates Inc.	Contract Administration	\$ 1,580.00	\$ -	\$ 1,580.00
			Subtotal This Request	\$ 1,580.00	\$ -	\$ 1,580.00
			Subtotal Admin.	\$ 32,520.85	\$ 17,150.00	\$ 49,670.85

ITEM 5D- ENGINEERING DETAIL

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Date	Invoice Number	Payee	Description	RD	TOWN	Total
			d. Inspection Expenses			
9/9/15	7187	Olver Associates Inc.	Expenses	\$ -	191.10	\$ 191.10
10/8/15	7231	Olver Associates Inc.	Expenses	\$ -	30.00	\$ 30.00
1/8/16	7364	Olver Associates Inc.	Expenses	\$ 831.25		\$ 831.25
2/8/16	7400	Olver Associates Inc.	Expenses	\$ 140.00		\$ 140.00
3/8/16	7440	Olver Associates Inc.	Expenses	\$ 29.85		\$ 29.85
			Subtotal Previous Requests	\$ 1,001.10	\$ 221.10	\$ 1,222.20
Subtotal This Request				\$ -	\$ -	\$ -
Subtotal Inspection				\$ 1,001.10	\$ 221.10	\$ 1,222.20

ITEM 5c- ENGINEERING DETAIL

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Date	Invoice Number	Payee	Description	RD	TOWN	Total
11/3/15	10300155078	Central Maine Power	CMP Fee	\$ 35,704.01		\$ 35,704.01
			Subtotal Previous Requests	\$ 35,704.01	-	\$ 35,704.01
Subtotal This Request				\$ -	-	\$ -
Subtotal Inspection				\$ 35,704.01	-	\$ 35,704.01

e. CMP Fee

ITEM 7 - INTEREST

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Invoice Date	Invoice No.	Payee	Description	RD	TOWN	Total
			Subtotal Previous Request	\$ -	\$ -	\$ -
06/14/16		Camden National Bank	Interest	\$ 11,200.00		
			Subtotal This Request	\$ 11,200.00	\$ -	\$ -
			Item 6 Totals	\$ 11,200.00	\$ -	\$ -

ITEM 8 - PERMIT FEES

WASTEWATER TREATMENT PLANT PROCESS UPGRADE
SUMMARY THROUGH 6-15-16

Invoice Date	Invoice No.	Payee	Description	RD	TOWN	Total
4/21/15		Town of Bucksport	Permit Fee	\$	2,200.00	\$ 2,200.00
07/02/15		Town of Bucksport	Permit Fee	\$	768.00	\$ 768.00
			Subtotal Previous Request	\$	2,968.00	\$ 2,968.00
Subtotal This Request				\$	-	\$ -
Total				\$	2,968.00	\$ 2,968.00

Contractor's Application for Payment No. 9
 Through 6/3/16
 Application Date: 6/15/2016
 Via Engineer: Olver Associates
 Buckport ME 04416
 Contract: Wastewater Treatment Process Upgrade
 Bucksport WWTF
 Engineer's Project No.:
 Contractors Project No: 1509

To: Town of Bucksport
 PO Drawer X
 Bucksport ME 04416
 Owner's Contract No:
 Application for Payment

Change Order Summary

Number	Additions	Deductions
1		\$6,700.00
Totals	\$0.00	\$6,700.00
Net Change by Change Order (\$6,700.00)		

Payment Summary

1. Original Contract Price	\$11,872,600.00
2. Net Change by Change Orders and Written Amendments (\$6,700.00)	
3. Current Contract Price (Line 1+2)	\$11,865,900.00
Total Complete	\$4,838,150.76
Total Stored	\$137,340.56
4. Total Complete and Stored to Date	\$4,975,491.32
Retainage (per Agreement):	
5% of completed work	\$241,907.54
5% of stored material	\$6,867.03
5. Total Retainage	\$248,774.57
6. Total complete and stored to date less retainage:	\$4,726,716.75
7. Less Previous Payment Applications:	\$3,646,448.32
8. AMOUNT DUE THIS APPLICATION:	\$1,080,268.43

Payment of the above AMOUNT DUE THIS APPLICATION is

Recommended by: [Signature] 6/15/16
 ENGINEER (Authorized Signature) DATE

Approved By: [Signature] 6-15-16
 OWNER (Authorized Signature) DATE

ACCEPTED BY FUNDING AGENCY: The review and acceptance of this application for payment does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the Contract Documents.

Accepted By: [Signature] 6/15/16
 AGENCY (Authorized Signature) DATE

Contractor's Certifications

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 6/9/16

Wastewater Treatment Plant Upgrade
Bucksport ME

Payment Application #9
Through 6/3/16

	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
1	General							
2	Bonds and Insurance	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00	100%	\$ -
3	General Requirements	\$ 400,000.00	\$ 120,000.00	\$ 12,000.00	\$ -	\$ 132,000.00	33%	\$ 268,000.00
4	Mobilization	\$ 15,000.00	\$ 11,000.00	\$ 1,000.00	\$ -	\$ 12,000.00	80%	\$ 3,000.00
5	Demobilization	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
6	Sitework-WWTP Upgrade							
7	Mobilization	\$ 51,000.00	\$ 51,000.00	\$ -	\$ -	\$ 51,000.00	100%	\$ -
8	Erosion control	\$ 10,000.00	\$ 4,100.00	\$ 225.00	\$ -	\$ 4,325.00	43%	\$ 5,675.00
9	Clear & grub	\$ 15,450.00	\$ 15,450.00	\$ -	\$ -	\$ 15,450.00	100%	\$ -
10	Pavement removal	\$ 5,900.00	\$ 3,250.00	\$ 2,650.00	\$ -	\$ 5,900.00	100%	\$ -
11	Temporary force main and effluent sewer	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	100%	\$ -
12	Selector Basin/Aerator							
13	Foundation excavation	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	100%	\$ -
14	Slab base	\$ 9,400.00	\$ 6,000.00	\$ 3,000.00	\$ -	\$ 9,000.00	96%	\$ 400.00
15	Foundation backfill	\$ 34,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 34,500.00
16	Foundation drains	\$ 7,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,300.00
17	Blower Building/Digester							
18	Foundation excavation	\$ 45,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	44%	\$ 25,000.00
19	Slab base	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,800.00
20	Foundation backfill	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,000.00
21	Foundation drains	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,000.00
22	Disinfection/Contact Chamber							
23	Foundation excavation	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	100%	\$ -
24	Slab base	\$ 4,200.00	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00	100%	\$ -
25	Foundation backfill	\$ 19,000.00	\$ -	\$ 19,000.00	\$ -	\$ 19,000.00	100%	\$ -
26	Foundation drains	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00	100%	\$ -
27	Clarifier 1 & 2							
28	Foundation excavation	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -
29	Slab base	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -
30	Foundation backfill	\$ 132,500.00	\$ 43,500.00	\$ 80,000.00	\$ -	\$ 123,500.00	93%	\$ 9,000.00
31	Foundation drains	\$ 8,300.00	\$ 8,300.00	\$ -	\$ -	\$ 8,300.00	100%	\$ -
32	Splitter Box							
33	Foundation excavation	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100%	\$ -
34	Slab base	\$ 2,100.00	\$ 2,000.00	\$ 100.00	\$ -	\$ 2,100.00	100%	\$ -
35	Foundation backfill	\$ 8,200.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	98%	\$ 200.00
36	Inter-slab fill	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00	100%	\$ -
37	Foundation drains	\$ 1,900.00	\$ 1,000.00	\$ 900.00	\$ -	\$ 1,900.00	100%	\$ -
38	Scum Tank							
39	Foundation excavation	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	100%	\$ -
40	Slab base	\$ 2,600.00	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	100%	\$ -
41	Foundation backfill	\$ 16,800.00	\$ 11,312.00	\$ 5,000.00	\$ -	\$ 16,312.00	97%	\$ 488.00
42	Foundation drains	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00	100%	\$ -

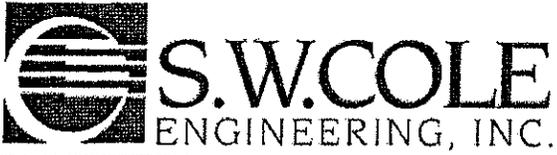
	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
43	Maintenance Building							
44	Foundation excavation	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -
45	Slab base	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ 3,600.00	100%	\$ -
46	Foundation backfill	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -
47	Foundation drains	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -
48	Decant tank	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,500.00
49	Storm drain (profile A-C, ZZ)	\$ 78,000.00	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00	11%	\$ 69,500.00
50	Influent pipe (profile D)	\$ 95,000.00	\$ 54,892.00	\$ -	\$ -	\$ 54,892.00	58%	\$ 40,108.00
51	Effluent sewer (profile E)	\$ 23,500.00	\$ -	\$ 23,000.00	\$ -	\$ 23,000.00	98%	\$ 500.00
52	Tank drain piping (profile F, JJ-RR)	\$ 145,000.00	\$ 33,500.00	\$ 2,450.00	\$ -	\$ 35,950.00	25%	\$ 109,050.00
53	Raw wastewater (profile G)	\$ 40,500.00	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	57%	\$ 17,500.00
54	Mixed liquor (profile H)	\$ 32,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,000.00
55	Mixed liquor (profile I, J)	\$ 34,000.00	\$ 13,500.00	\$ 6,600.00	\$ -	\$ 20,100.00	59%	\$ 13,900.00
56	Mixed liquor (profile K, L)	\$ 22,500.00	\$ 9,885.00	\$ 12,500.00	\$ -	\$ 22,385.00	99%	\$ 115.00
57	RAS piping (profile M-O)	\$ 83,000.00	\$ 4,050.00	\$ -	\$ -	\$ 4,050.00	5%	\$ 78,950.00
58	Scum piping (profile P-S)	\$ 18,000.00	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	21%	\$ 14,200.00
59	WAS (profile T, U)	\$ 22,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,500.00
60	TAS (profile V-X)	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 36,000.00
61	DAS (profile Z)	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,000.00
62	Supernatant (profile Z)	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,500.00
63	Chemical feed conduit (profile AA-CC, HH-II)	\$ 20,000.00	\$ -	\$ 7,800.00	\$ -	\$ 7,800.00	39%	\$ 12,200.00
64	Air piping (profile DD-GG)	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
65	Floor drains (profile SS, TT)	\$ 8,200.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	73%	\$ 2,200.00
66	Tank drains (profile UU-ww)	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00
67	Water service	\$ 48,000.00	\$ 1,400.00	\$ 2,400.00	\$ -	\$ 3,800.00	8%	\$ 44,200.00
68	PVC tank drains (profile XX, YY)	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,500.00
69	Site Electrical							
70	Excavation & backfill	\$ 22,500.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,000.00	18%	\$ 18,500.00
71	Install transformer pad	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,900.00
72	Install light bases	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,000.00
73	General site cut & fill	\$ 35,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,300.00
74	Aggregate subbase	\$ 15,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,800.00
75	Aggregate base	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,500.00
76	Concrete stairs-prep	\$ 3,300.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	61%	\$ 1,300.00
77	Bollards-Install	\$ 16,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,300.00
78	Site-work-Treatment Plant Headworks							
79	Foundation excavation	\$ 159,780.00	\$ 159,780.00	\$ -	\$ -	\$ 159,780.00	100%	\$ -
80	Foundation backfill	\$ 135,000.00	\$ 123,490.00	\$ 10,000.00	\$ -	\$ 133,490.00	99%	\$ 1,510.00
81	Slab base	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00	100%	\$ -
82	Sub-slab base	\$ 7,350.00	\$ 7,350.00	\$ -	\$ -	\$ 7,350.00	100%	\$ -
83	Inter-slab fill	\$ 6,615.00	\$ 6,615.00	\$ -	\$ -	\$ 6,615.00	100%	\$ -
84	Footing drain	\$ 4,170.00	\$ 4,170.00	\$ -	\$ -	\$ 4,170.00	100%	\$ -
85	Oil separator	\$ 5,565.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,565.00
86	Manholes	\$ 75,000.00	\$ 24,424.70	\$ 30,000.00	\$ -	\$ 54,424.70	73%	\$ 20,575.30
87	Yard piping - Material	\$ 165,000.00	\$ 39,875.00	\$ -	\$ -	\$ 39,875.00	24%	\$ 125,125.00
88	Yard valves - Material	\$ 15,000.00	\$ 3,500.00	\$ 5,000.00	\$ -	\$ 8,500.00	57%	\$ 6,500.00
89	Fence	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000.00
90	Rebar-material	\$ 330,000.00	\$ 144,250.00	\$ 100,000.00	\$ -	\$ 244,250.00	74%	\$ 85,750.00

	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
91	Rebar-Labor:							
92	Headworks	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100%	\$ -
93	Clarifier	\$ 30,000.00	\$ 29,000.00	\$ 500.00	\$ -	\$ 29,500.00	98%	\$ 500.00
94	Splitter box	\$ 3,000.00	\$ 1,700.00	\$ 1,300.00	\$ -	\$ 3,000.00	100%	\$ -
95	Aeration	\$ 50,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	40%	\$ 30,000.00
96	Blower/digester	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,000.00
97	Chlorine	\$ 10,000.00	\$ 6,500.00	\$ 3,500.00	\$ -	\$ 10,000.00	100%	\$ -
98	Maintenance garage	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100%	\$ -
99	Misc.	\$ 4,000.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	88%	\$ 500.00
100	Headworks slabs	\$ 280,000.00	\$ 277,415.00	\$ 1,000.00	\$ -	\$ 278,415.00	99%	\$ 1,585.00
101	Headworks walls	\$ 290,000.00	\$ 285,750.00	\$ 2,000.00	\$ -	\$ 287,750.00	99%	\$ 2,250.00
102	Headworks elevated slab	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00	100%	\$ -
103	Frostwall & footer	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -
104	Slab on grade	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -
105	Clarifier encasement	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -
106	Clarifier slabs	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	100%	\$ -
107	Clarifier walls	\$ 70,000.00	\$ 68,500.00	\$ -	\$ -	\$ 68,500.00	98%	\$ 1,500.00
108	Clarifier launder	\$ 20,000.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ 15,000.00	75%	\$ 5,000.00
109	Splitter box slab	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -
110	Splitter box walls	\$ 25,000.00	\$ -	\$ 22,000.00	\$ -	\$ 22,000.00	88%	\$ 3,000.00
111	Disinfection slab	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	100%	\$ -
112	Disinfection walls	\$ 130,000.00	\$ 70,000.00	\$ 40,000.00	\$ -	\$ 110,000.00	85%	\$ 20,000.00
113	Aeration basin slabs	\$ 260,000.00	\$ -	\$ 260,000.00	\$ -	\$ 260,000.00	100%	\$ -
114	Aeration basin walls	\$ 260,000.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	14%	\$ 240,000.00
115	Selector slab	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,000.00
116	Selector walls	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
117	Elevated trough & walkway	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00
118	Blower building slab	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 75,000.00
119	Blower building walls	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,000.00
120	Blower building elevated slab	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,000.00
121	Digester slab	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 100,000.00
122	Digester walls	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 120,000.00
123	Digester elevated slab	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,000.00
124	Sludge thickener elevated slabs	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
125	Decant tank walls & slab	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00
126	Operations building	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00
127	Maintenance building slab	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -
128	Maintenance building walls	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -
129	Pads	\$ 10,000.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	25%	\$ 7,500.00
130	Masonry	\$ 12,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	8%	\$ 11,000.00
131	Metals							
132	Shop drawings	\$ 16,100.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	99%	\$ 100.00
133	Site	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
134	Operations building	\$ 19,550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,550.00
135	Headworks	\$ 50,600.00	\$ 4,000.00	\$ 30,000.00	\$ -	\$ 34,000.00	67%	\$ 16,600.00
136	Aeration basin	\$ 50,600.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	4%	\$ 48,600.00
137	Clarifiers	\$ 40,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,250.00
138	Disinfection building	\$ 18,400.00	\$ 8,000.00	\$ 1,000.00	\$ -	\$ 9,000.00	49%	\$ 9,400.00
139	Blower building	\$ 25,300.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	20%	\$ 20,300.00
140	Metals - labor	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 45,000.00

	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
141	Weirs & baffles - labor	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
142	Carpentry-Headworks	\$ 45,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 20,000.00	44%	\$ 25,000.00
143	Trusses-Headworks	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -
144	Roofing-Headworks	\$ 15,000.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	87%	\$ 2,000.00
145	Siding-Headworks	\$ 12,000.00	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00	92%	\$ 1,000.00
146	Interior carpentry-Headworks	\$ 8,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	38%	\$ 5,000.00
147	Carpentry-Disinfection	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00
148	Trusses-Disinfection	\$ 4,000.00	\$ -	\$ -	\$ 655.56	\$ 655.56	16%	\$ 3,344.44
149	Roofing-Disinfection	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00
150	Siding-Disinfection	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00
151	Interior carpentry-Disinfection	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
152	Architectural demo-Operations building	\$ 15,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	33%	\$ 10,000.00
153	Carpentry-Operations building	\$ 15,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	80%	\$ 3,000.00
154	Interior carpentry-Operations building	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
155	Carpentry-Blower building	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,000.00
156	Roofing-Blower building	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00
157	Siding-Blower building	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,000.00
158	Interior carpentry-Blower building	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
159	Metal siding-Blower building	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00
160	Carpentry-Maintenance garage	\$ 20,000.00	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00	95%	\$ 1,000.00
161	Trusses-Maintenance garage	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -
162	Roofing-Maintenance garage	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -
163	Siding-Maintenance garage	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100%	\$ -
164	Interior carpentry-Maintenance garage	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -
165	Dampproofing	\$ 15,000.00	\$ 9,000.00	\$ 1,000.00	\$ -	\$ 10,000.00	67%	\$ 5,000.00
166	Rigid insulation	\$ 10,000.00	\$ 9,989.52	\$ -	\$ -	\$ 9,989.52	100%	\$ 10.48
167	Batt insulation	\$ 20,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	25%	\$ 15,000.00
168	Teclum	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,000.00
169	Caulking	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00
170	Doors, frames & hardware	\$ 55,000.00	\$ 4,495.00	\$ -	\$ -	\$ 4,495.00	8%	\$ 50,505.00
171	Install doors	\$ 12,000.00	\$ -	\$ -	\$ 33,231.00	\$ 37,272.00	69%	\$ 17,273.00
172	Hatches	\$ 15,000.00	\$ 13,570.00	\$ -	\$ -	\$ 13,570.00	90%	\$ 1,430.00
173	Overhead doors	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,000.00
174	Windows	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00
175	Glass & glazing	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00
176	Metal studs	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,000.00
177	Drywall	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00
178	Acoustical ceilings	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00
179	Vinyl floor	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00
180	Paint	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
181	Headworks Building	\$ 54,730.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 54,730.00
182	Clarifiers	\$ 18,245.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	82%	\$ 3,245.00
183	Blower building	\$ 22,295.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,295.00
184	Operations Building	\$ 44,595.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,595.00
185	Balance of plant painting	\$ 10,135.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,135.00
186	Specialties	\$ 10,000.00	\$ 500.00	\$ -	\$ -	\$ 500.00	5%	\$ 9,500.00
187	Fixed tank mixer	\$ 18,000.00	\$ 9,127.00	\$ -	\$ -	\$ 9,127.00	51%	\$ 8,873.00
188	Floating mechanical mixer	\$ 18,000.00	\$ 8,900.00	\$ -	\$ -	\$ 8,900.00	49%	\$ 9,100.00
189	Sump pump	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,000.00
190	RAS sludge pumps	\$ 60,000.00	\$ -	\$ -	\$ 51,714.00	\$ 51,714.00	86%	\$ 8,286.00
191	Double disc sludge pumps	\$ 65,000.00	\$ 57,740.00	\$ -	\$ -	\$ 57,740.00	89%	\$ 7,260.00

	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
192	Vertical sewage pumps	\$ 60,000.00	\$ -	\$ 54,000.00	\$ -	\$ 54,000.00	90%	\$ 6,000.00
193	Submersible scum pumps & mixer	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
194	Chem metering	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 85,000.00
195	Grit process system	\$ 90,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	33%	\$ 60,000.00
196	Sludge plunger pump	\$ 40,000.00	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	80%	\$ 8,000.00
197	Clarifiers	\$ 170,000.00	\$ 135,000.00	\$ -	\$ -	\$ 135,000.00	79%	\$ 35,000.00
198	Step screen	\$ 140,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	71%	\$ 40,000.00
199	Blowers	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 175,000.00
200	Coarse and fine bubble aeration	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 130,000.00
201	Screw press-shop drawings	\$ 22,500.00	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00	100%	\$ -
202	Screw press	\$ 287,500.00	\$ 180,000.00	\$ -	\$ -	\$ 180,000.00	67%	\$ 87,500.00
203	UV	\$ 170,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 170,000.00
204	Covers	\$ 185,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 185,000.00
205	Samplers	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00
206	DO sensors	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00
207	Mag flow meters	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,000.00
208	Ultr. flow meters	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00
209	Parshall flumes	\$ 7,000.00	\$ 2,459.00	\$ -	\$ -	\$ 2,459.00	35%	\$ 4,541.00
210	Flow instrumentation	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00
211	Polymer	\$ 28,000.00	\$ 18,277.00	\$ -	\$ -	\$ 18,277.00	65%	\$ 9,723.00
212	Belt conveyor	\$ 50,000.00	\$ -	\$ -	\$ 46,740.00	\$ 46,740.00	93%	\$ 3,260.00
213	Hoists	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,000.00
214	Grit screw	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
215	Sluice & slide gates	\$ 100,000.00	\$ 89,760.00	\$ 2,000.00	\$ -	\$ 91,760.00	72%	\$ 8,240.00
216	Interior DI pipe	\$ 115,000.00	\$ 23,671.81	\$ 2,000.00	\$ -	\$ 25,671.81	22%	\$ 89,328.19
217	Interior valves	\$ 90,000.00	\$ 47,377.29	\$ 2,000.00	\$ -	\$ 49,377.29	55%	\$ 40,622.71
218	Chemical piping	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00
219	Small piping	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00
220	Steel piping	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,000.00
221	Plumbing & HVAC							
222	General conditions	\$ 15,770.00	\$ 620.00	\$ -	\$ -	\$ 620.00	4%	\$ 15,150.00
223	Plumbing-materials	\$ 49,160.00	\$ 750.00	\$ -	\$ -	\$ 750.00	2%	\$ 48,410.00
224	Plumbing-labor	\$ 30,650.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,650.00
225	Shop drawings	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00
226	HVAC-materials							
227	Trane equipment package	\$ 425,240.00	\$ 118,104.93	\$ -	\$ -	\$ 118,104.93	28%	\$ 307,135.07
228	Boiler and pump package	\$ 73,535.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 73,535.00
229	General HVAC materials	\$ 86,600.00	\$ 4,180.00	\$ -	\$ -	\$ 4,180.00	5%	\$ 82,420.00
230	HVAC-labor	\$ 91,110.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 91,110.00
231	Crane & rigging	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,700.00
232	Insulation	\$ 55,265.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 55,265.00
233	Temperature controls	\$ 155,565.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 155,565.00
234	Sheet metal	\$ 190,565.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 190,565.00
235	Test & balance	\$ 5,435.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,435.00
236	Electrical							
237	Division 16							
238	Submittals	\$ 6,385.00	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00	50%	\$ 3,185.00
239	Electrical gear including MCC-1/MCC-2, TVSS units, blower VFDs,							
240	lighting panels, disc., breakers	\$ 244,335.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 244,335.00
241	Intrusion alarm	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,400.00
242	Lighting package	\$ 50,180.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,180.00

	Description	Scheduled Value	Previous Completed	Current Completed	Stored Materials	Total Completed & Stored	% Complete	Balance to Finish
243	Local control stations	\$ 4,325.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,325.00
244	Underground conduit on site plan	\$ 57,060.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 57,060.00
245	Power, control and signal wiring (not headworks)	\$ 141,070.00	\$ 17,400.00	\$ 20,000.00	\$ -	\$ 37,400.00	27%	\$ 103,670.00
246	Receptacles, switches, network wiring	\$ 22,660.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,660.00
247	FO cable terminations, enclosures	\$ 5,150.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,150.00
248	O&Ms/As built	\$ 2,370.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,370.00
249	PLC & SCADA							
250	Submittals	\$ 4,650.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	22%	\$ 3,650.00
251	PLC-1 ops/telemetry panel	\$ 23,175.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,175.00
252	PLC-2 TAS panel	\$ 27,190.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,190.00
253	PLC-3 Blower/RAS/DAS panel	\$ 22,040.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 22,040.00
254	PLC-PS	\$ 19,775.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,775.00
255	FO/ethernet bridge for UV panel	\$ 6,385.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,385.00
256	2 SCADA hardware computers/printers/UPSs	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
257	Software	\$ 35,535.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,535.00
258	Programming	\$ 21,630.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,630.00
259	Startup	\$ 8,240.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,240.00
260	Generator Supply	\$ 107,120.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 107,120.00
261	Headworks							
262	Submittals	\$ 3,920.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	26%	\$ 2,920.00
263	Gear including MCC, panels, TVSS, VFDs, starter, disc.	\$ 97,645.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 97,645.00
264	Lighting package	\$ 51,490.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 51,490.00
265	Local control stations	\$ 4,945.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,945.00
266	Underground conduit on site plan	\$ 38,540.00	\$ -	\$ 18,500.00	\$ -	\$ 18,500.00	48%	\$ 20,040.00
267	Power, control and signal wiring for headworks	\$ 80,360.00	\$ -	\$ 8,900.00	\$ -	\$ 8,900.00	15%	\$ 51,460.00
268	Receptacles, switches, network wiring	\$ 9,015.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,015.00
269	FO cable terminations, enclosures	\$ 5,665.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,665.00
270	PLC-4A/B influent/grit blower panel	\$ 37,575.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,575.00
271	PLC abd SCADA and OIT programming	\$ 9,785.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,785.00
272	IS relay panel	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,440.00
273	O&Ms/As built	\$ 1,545.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,545.00
274	Headworks HVAC electrical conduit, starters, disc.	\$ 17,925.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,925.00
275	Owner's testing Allowance	\$ 20,000.00	\$ 29,259.40	\$ 2,755.51	\$ -	\$ 32,014.91	160%	\$ (12,014.91)
276	Unit Price Items (see attached detail)							
277	2" rigid insulation	1600 sf @ \$2	\$ 3,200.00	\$ 384.00	\$ -	\$ 384.00	12%	\$ 2,816.00
278	Ledge excavation & removal	3300 cy @ \$32	\$ 105,600.00	\$ 113,392.00	\$ -	\$ 113,392.00	107%	\$ (7,920.00)
279	Machine placed pavement	530 tons @ \$120	\$ 63,600.00	\$ -	\$ -	\$ -	0%	\$ 63,600.00
280	Hand placed pavement	120 tons @ \$185	\$ 22,200.00	\$ -	\$ -	\$ -	0%	\$ 22,200.00
281	Excavate & replace unsuitable fill	100 cy @ \$30	\$ 3,000.00	\$ -	\$ -	\$ -	0%	\$ 3,000.00
282	Debris removal from process tanks	100 cy @ \$100	\$ 10,000.00	\$ -	\$ -	\$ -	0%	\$ 10,000.00
283	Rip rap	700 cy @ \$50	\$ 35,000.00	\$ -	\$ -	\$ -	0%	\$ 35,000.00
284	Rock anchors	1800 vft @ \$110	\$ 198,000.00	\$ 136,400.00	\$ -	\$ 160,903.60	81%	\$ 37,096.40
285	Change Order 1							
286	Modify sludge press room/modify stairs		\$ (5,200.00)	\$ -	\$ -	\$ -	0%	\$ (5,200.00)
287	Waive Oxygen Transfer Test-Santaire equipment		\$ (1,500.00)	\$ -	\$ -	\$ -	0%	\$ (1,500.00)
	TOTAL	\$ 11,865,900.00	\$ 3,836,366.65	\$ 999,784.11	\$ 137,340.56	\$ 4,975,491.32	42%	\$ 6,890,408.68



www.swcole.com

INVOICE

MANDY OLVER
OLVER ASSOCIATES, INC.
P.O. BOX 679
WINTERPORT, ME 04496-0679

Remit Payment to:
S. W. Cole Engineering, Inc.
37 Liberty Drive
Bangor, ME 04401-5784
207-848-5714
EIN: 01-0363633

Invoice: 76456
Invoice Date: 5/27/2016
P.O. Number:

Project: 13-1316.4 Bucksport ME - Waste Water Treatment Facility - Construction Materials Testing Services

Project Manager: Bragg, Russell L.

For Professional Services Provided Through 05/21/2016

	Hours	Amount
CONSTRUCTION SERVICES TECHNICIAN	34.25	\$1,781.00
SECRETARY	.75	\$30.00
	Qty	Amount
CONCRETE CYLINDER COMPRESSION TEST - ASTM C39 / AASHTO T22	33.00	\$495.00
FIELD DENSITY TEST - ASTM D6938	10.00	\$100.00
MILEAGE	405.00	\$230.85
	PROJECT SUBTOTAL	\$2,636.85
	COMMUNICATION FEE	\$118.66
	INVOICE AMOUNT	\$2,755.51

Global Metal Fabrication, LLC
 302B Auburn Road
 Turner, ME 04282
 (207) 783-6223 fax (207) 783-3970

Invoice No. 3463

INVOICE

Customer

Name APEX Construction
 Address 8 Amarosa Drive
 City Rochester State NH 03868
 Attn: _____

Date 5/24/2016
 Order No: 1801
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
	15-787 Bucksport WWTF		
1.00	Headworks, 2 stairs w/ supports, 2 galvanized rails with with columns	\$25,000.00	\$25,000.00
1.00	Blower building structural beam and columns with hardware	\$5,000.00	\$5,000.00
	No retainage		
Please note our new Remit Address			

Line 139

RECEIVED MAY 27 2016

SubTotal	\$30,000.00
Shipping & Handling	
Taxes	
TOTAL	\$30,000.00

Office use

Please remit payment to
302B Auburn Road
Turner, ME 04282

Office Use Only



BUILDING SUPPLIES

ELLSWORTH BUILDERS SUPPLY, INC.
P.O. BOX 1177
ELLSWORTH, ME 04605

ELLSWORTH 667-7134 / 1-800-244-7134

BAR HARBOR 288-9756 / 1-800-834-7292 • BLUE HILL 374-2814 / 1-800-244-6665
BUCKSPORT 469-7313 / 1-800-640-4328 • CHERRYFIELD 546-7384 / 1-800-439-4327
MACHIAS 255-3328 / 1-800-427-4329 • CALAIS 454-2576 / 1-800-244-4329

BELFAST 338-4080 / 1-800-339-9559 • ROCKLAND 596-6205 / 1-800-656-6205
CAMDEN 236-3371 / 1-800-683-3371

ERS STYLE SOLUTIONS
ROCKLAND 594-4699

INVOICE SHIP TO

SOLD TO

Winvoice_20160506.txt_655,965_D_inv2of5_invpg1of1_pg2of6

APEX CONSTRUCTION INC
8 AMAROSA DR
ROCHESTER NH 03868-8640

JOB NAME
BUCKSPORT WASTEWATER

JOB NO. 0009

SALESPERSON
BRIAN CLEMENT 745-31

CHG/DLV

QTY	ORDER / INV. #	SHIPPED	B/O	UOM	INV. DATE	TERMS	ORDER DATE	CUST. P.O. #	DESCRIPTION	FOOTAGE / UOM	UNIT PRICE	AMOUNT
1	ZY0106737-02			EA	05/03/16		12/17/15	1810	EBP 20689 MAIN BLDG		14333.33	14,333.33
<p>DO NOT KEY OVER THE FOLLOWING TEXT ***** DRIVERS PLEASE NOTE ***** ALWAYS SEND INSTALLATION PACKET !! MUST GET SIGNATURE OF WHO RECEIVED THE INSTRUCTION PACKET!!! ***** Received by BY LAW EBS CAN NOT SET ANY TRUSSES EBP 20712 DISINFECT BLG</p>												
1				EA	995190				DO NOT KEY OVER THE FOLLOWING TEXT ***** DRIVERS PLEASE NOTE ***** ALWAYS SEND INSTALLATION PACKET !! MUST GET SIGNATURE OF WHO RECEIVED THE INSTRUCTION PACKET!!! ***** Received by BY LAW EBS CAN NOT SET ANY TRUSSES		655.56	655.56

Line 148

SUBTOTAL	TAX	TOTAL	PAID PREV.	PAID NOW	TOTAL PAID	NET DUE
\$14,988.89	\$0.00	\$14,988.89	\$0.00	\$0.00	\$0.00	\$14,988.89





EXACTITUDE
 HARDWARE CONSULTANTS
 A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive
 Cumberland Foreside, ME 04110
 Tel: 207-829-8631 Fax: 207-781-2059

Invoice

Invoice # : 7556816
 Order # : 316944
 Date : Apr 23, 2016

Customer:
 APEX CONSTRUCTION
 8 Amarosa Dr
 Rochester, NH 03868

Ship To:
 Bucksport WWTF
 C/O Apex Construction
 205 US Route 1
 Bucksport, ME 04416

RECEIVED APR 23 2016

Account Code	: 108789	Quote #	:
Terms	: Net 30 Days	Purchase Order #	:
Customer Job #	:	Shipped Via	:
Salesperson	: Nate Waring	Contact	: Nate Waring
Order Name	: Bucksport WWTF		

<u>Invoiced</u>	<u>Product Description</u>
96	Hinges T4A3386 4 1/2 X 4 1/2 NRP 32D
4	Lockset 8237 LNL MK VK PLUG W/KEYS LH 32D
2	Lockset 8237 LNL MK VK PLUG W/KEYS LHR 32D
1	Lockset 8237 LNL MK VK PLUG W/KEYS LHR 32D
3	Lockset 8237 LNL MK VK PLUG W/KEYS RHR 32D
1	Lockset 8237 LNL MK VK PLUG W/KEYS RHR 32D
1	Exit Device 12 8710 F LHR 32D
1	Exit Device 12 8713 F ETL RHR 32D
7	Exit Device 8710 F LHR 32D
7	Exit Device 8713 F ETL RHR 32D
1	Exit Device 8813 F ETL MK VK PLUG W/KEYS LHR 32D
1	Exit Device 8813 F ETL MK VK PLUG W/KEYS LHR 32D
2	Exit Device 8813 F ETL MK VK PLUG W/KEYS RHR 32D
1	Exit Device 8813 F ETL MK VK PLUG W/KEYS RHR 32D
1	Smoke Seal S88 D 17'
14	Weatherstrip 303 AS 84"
10	Weatherstrip 303 AV 1 x 36" 2 x 84"
1	Weatherstrip 303 AV 1 x 36" 2 x 85"
1	Weatherstrip 303 AV 1 x 68" 2 x 84"
6	Weatherstrip 303 AV 1 x 72" 2 x 84"
2	Door Bottom 315 CN 34"
24	Door Bottom 315 CN 36"
12	Threshold 276 A 36"
1	Threshold 276 A 68"
6	Threshold 276 A 72"
1	21070 1-3/4 HM 707S 16 RK HG-ENG URE LHR (CL(2); H453; TS 20)
1	21070 1-3/4 HM 707S 16 RK HG-ENG URE RHR (CL(2); H453; TS 20)
2	3068 1-3/4 HM 707S 16 RK HG-ENG URE LH (H453)



EXACTITUDE
 HARDWARE CONSULTANTS
 A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive
 Cumberland Foreside, ME 04110
 Tel: 207-829-8631 Fax: 207-781-2059

Invoice

Invoice # : **7556816**
 Order # : **316944**
 Date : **Apr 23, 2016**

Customer:
APEX CONSTRUCTION
 8 Amarosa Dr
 Rochester, NH 03868

Ship To:
 Bucksport WWTF
 C/O Apex Construction
 205 US Route 1
 Bucksport, ME 04416

Account Code	: 108789	Quote #	:
Terms	: Net 30 Days	Purchase Order #	:
Customer Job #	:	Shipped Via	:
Salesperson	: Nate Waring	Contact	: Nate Waring
Order Name	: Bucksport WWTF		

<u>Invoiced</u>	<u>Product Description</u>
4	3068 1-3/4 HM 707S 16 RK HG-ENG URE LHR (CL(2); H453; TS 20)
2	3068 1-3/4 HM 707S 16 RK HG-ENG URE LHR (CL; H453; TS 20)
4	3068 1-3/4 HM 707S 16 RK HG-ENG URE RHR (CL(2); H453; TS 20)
2	3068 1-3/4 HM 707S 16 RK HG-ENG URE RHR (CL; H453; TS 20)
1	3068 1-3/4 HM W 707S B 16 RK HG URE LHR (H453)
1	3068 1-3/4 HM W 707S B 16 RK HG URE RHR (G11AF(2); H453)
2	3070 1-3/4 HM 707S 16 RK F URE RHR (CL; H453; TS 20)
1	3070 1-3/4 HM 707S 16 RK FL-ENG URE RHR (CL; H453; TS 20)
1	3070 1-3/4 HM 707S 16 RK HG-ENG URE LHR (CL; H453; TS 20)
2	3070 1-3/4 HM 707S 16 RK HG-ENG URE RHR (CL; H453; TS 20)
1	3071 1-3/4 HM 707S 16 RK HG-ENG URE LH (H453)
1	3071 1-3/4 HM W 707S B 16 RK F URE LHR (CL; H453)

Pre-Tax Total	:	28,331.00
ME-MAINE STATE TAX	:	0.00
Amount Due	:	28,331.00

Line 170



EXACTITUDE
 HARDWARE CONSULTANTS
A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive
 Cumberland Foreside, ME 04110
 Tel: 207-829-8631 Fax: 207-781-2059

Invoice

Invoice # : 7566862
 Order # : 316944
 Date : May 23, 2016

Customer:
APEX CONSTRUCTION
 8 Amarosa Dr
 Rochester, NH 03868

Ship To:
 Bucksport WWTF
 C/O Apex Construction
 205 US Route 1
 Bucksport, ME 04416

Account Code	: 108789	Quote #	:
Terms	: Net 30 Days	Purchase Order #	:
Customer Job #	:	Shipped Via	:
Salesperson	: Nate Waring	Contact	: Nate Waring
Order Name	: Bucksport WWTF		

Stored Material

<u>Invoiced</u>	<u>Product Description</u>
6	Closer MC 281 P10 LH EN
4	Closer MC 281 P10 RH EN
9	Closer MC 281 PH10 LH EN
1	Closer MC 281 PH10 LH EN
9	Closer MC 281 PH10 RH EN
18	Cut Keys CK
1	Key Cabinet RWC-25-S
6	Masterkeys MK
1	Set Up MASTERKEY SYSTEM
1	Setup SETUP KEY CABINET
24	Standard Cylinder KEYING CHARGE

RECEIVED MAY 24 2016

Pre-Tax Total : 4,900.00
 ME-MAINE STATE TAX : 0.00
Amount Due : 4,900.00

Line 170

MAIL REMITTANCE TO:



Hayes Pump, Inc- (01-WC)
 PO Box 0351
 Brattleboro VT 05302-0351
 US

INVOICE

ENTERING OFFICE

Hayes Pump, Inc- (01-WC)
 66 Old Powder Mill Road
 Concord MA 01742
 US

INVOICE NUMBER 00084397
INVOICE DATE 05/05/16
PAGE 1/1

Cust NO. A4320	Date Ordered 10/16/15	Date Shipped 05/02/16	Written By JDLAPOINTE	Order Type STAND	Ship From Loc	Selling Loc 01
Ship Method UNI-SHIPPERS		Terms Of Payment NET 30 DAYS		FOB Shipping point		
Customer PO No. 1825			Mark Number Bucksport ME,Wastewater Treatment Facility Upgrade			

LINE NO.	QUANTITY			ITEM DESCRIPTION	UOM	UNIT PRICE	EXTENDED AMOUNT
	TOTAL ORDER	BACK ORDER	THIS SHIPMENT				
0010	3.00	0.00	3.00	4" B5422 PUMP UNIT (80834) FAIRBANKS HORIZ SLDS-HDLG PUMP UNIT Serial: NA4 Serial: NA5 Serial: NA6	EA	17,238.0000	51,714.00

RELEASED MAY 28 2016

Phone: 978 369-8800
 SO#: 00054177
 PL#: DROP SHIPPED

Subject to Hayes Pump, Inc.'s Terms of Sale, which can be found at
<http://hayespump.com/Terms.pdf>

AMOUNT	51,714.00
FRGHT/INS/HNDL	0.00
SALES TAX	0.00
AMOUNT DUE	51,714.00

A correct tax-exempt certificate must be on file for tax to be adjusted from the invoice. Please fax to 978-369-8461 or email to tmackenzie@hayespump.com.

For AR questions:
 For New England customers, contact Tricia at tmackenzie@hayespump.com or 978-318-4225.
 For Mid Atlantic customers, contact Gisela at gghansler@hayespump.com or 973-852-6625

Line 190

B
I
L
L
T
O

APEX CONSTRUCTION INC
 8 AMAROSA DRIVE
 ROCHESTER NH 03868
 US

S
H
I
P
T
O

APEX CONSTRUCTION INC
 ATTN: c/o BUCKSPORT WASTEWATER
 TREATMENT PLANT
 205 U.S. ROUTE 1
 BUCKSPORT ME 04416
 US

KEYSTONE

CONVEYOR CORPORATION

INVOICE

DATE	INVOICE #
5/18/2016	10489

BILL TO
APEX CONSTRUCTION 8 AMAROSA DRIVE ROCHESTER, NH 03868

SHIP TO
APEX CONSTRUCTION c/o BUCKSPORT WWTP 205 U.S. ROUTE 1 BUCKSPORT, ME 04416

CUST. P.O. NO.	TERMS	SHIP DATE	SHIP VIA	FOB	JOB NO.
1826	Net 30	5/18/2016	Flatbed-LTL	Allowed	10489

QTY	DESCRIPTION	UNIT	RATE	AMOUNT
1	24" WIDE x 20'-8 5/8" CENTERS SIDEWALL SLUDGE BELT CONVEYOR WITH SUPPORTS AND ACCESSORIES ALL AS PER THE APPROVED SUBMITTAL PACKAGE AND APPLICABLE SPEC SECTIONS	LOT	46,740.00	46,740.00

Line 212

PLEASE REMIT TO BELOW ADDRESS.	Total \$46,740.00
--------------------------------	--------------------------

Specialists in Conveyor Systems

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

INVOICE

Ms. Susan Lessard, Town Manager
Bucksport Town Office
P.O. Drawer X
Bucksport, Maine

Account No. 1541
Date: June 10, 2016
Invoice No. 7562

PROJECT: Town of Bucksport
Secondary Treatment Plant Upgrade
Contract Administration/Construction Phase

FOR PROFESSIONAL SERVICES THROUGH PERIOD ENDING May 28, 2016

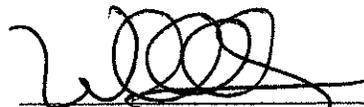
Ongoing coordination with Rural Development regarding funding
Ongoing contract administration
Ongoing review of material submittals
Full time on site inspection of construction
Conducted monthly construction meeting
Structural review of rock anchors

Labor Charges:

Contract Administration/Office-Site Support	\$ 1,380.00
Eric Calderwood structural review	200.00
Inspection hours 221@\$70/hr	15,470.00

Current Charges \$ 17,050.00

Approved by:


William M. Olver

stacy

From: mandy
Sent: Tuesday, June 14, 2016 3:55 PM
To: stacy
Subject: FW: FW: Town of Bucksport

Thanks, Mandy

Mandy Holway Olver, P.E.
Olver Associates Inc.
P.O.Box 679
290 Main Street
Winterport, Maine 04496
(207) 223-2232 Office
(207) 949-4680 Cell
(207) 223-5448 Fax

From: Lessard, Susan [mailto:slessard@bucksportmaine.gov]
Sent: Tuesday, June 14, 2016 3:45 PM
To: mandy; Emery, Scott - RD, Bangor, ME
Subject: Fwd: FW: Town of Bucksport

Susan Lessard | Town Manager
Town of Bucksport, Maine | Incorporated June 25, 1792
50 Main Street | P.O. Drawer X | Bucksport, Maine 04416
207.469.7368, ext. 226 (office) | 207.469.7369 (fax)
slessard@bucksportmaine.gov | www.bucksportmaine.gov

----- Forwarded message -----

From: Roberts, Vera <VRoberts@camdennational.com>
Date: Tue, Jun 14, 2016 at 10:55 AM
Subject: FW: Town of Bucksport
To: "Lessard, Susan (slessard@bucksportmaine.gov)" <slessard@bucksportmaine.gov>
Cc: "Tribou, James" <jtribou@camdennational.com>

Hi Susan

Please see below. We are recommending that interest in the amount of \$11,200 be requisitioned. If you have questions, please let me know.

Vera Roberts |Senior Vice President

Midcoast Commercial Market Manager

RESOLVE #2016-85 TO AUTHORIZE EXECUTION OF THE MUNICIPAL JOINDER AGREEMENT WITH THE MUNICIPAL REVIEW COMMITTEE FOR DISPOSAL OF SOLID WASTE

Resolved by the Town Council of Bucksport, Maine, that:

- (i) The Town of Bucksport shall continue as a member of the Municipal Review Committee, Inc ("MRC"), organized as a Maine non-profit corporation and acting as a regional association pursuant to Title 13-B and Title 38 of the Maine Revised Statutes, as amended (and specifically Section 1304-B(5-A) of Title 38) for the purpose of managing and facilitating solid waste disposal;
- (ii) The Bucksport Town Council hereby adopts, ratifies, and confirms the Restated Articles of Incorporation and the Restated Bylaws of the MRC in substantially the form on file with the Bucksport Town Clerk and attached to this resolution;
- (iii) The Bucksport Town Council hereby is authorized to execute and deliver a Municipal Joinder Agreement with the MRC in substantially the form on file with the Bucksport Town Clerk and attached to this resolution (the "Municipal Joinder Agreement") pursuant to which the Town of Bucksport will be a joining member of the MRC (as defined herein) to deliver its municipal solid waste for disposal to a waste management facility being developed by Fiberight, LLC and/or its affiliate (collectively, "Fiberight") in Hampden, Maine or other waste disposal facility; and
- (iv) The Bucksport Town Council hereby authorizes the MRC to take certain actions on behalf of the Town of Bucksport as set forth in the Municipal Joinder Agreement.

NOW, THEREFORE, BE IT HEREBY VOTED AND ORDERED BY THE TOWN COUNCIL OF BUCKSPORT, MAINE:

The Town Manager or his or her designee is authorized as a representative of the Town of Bucksport to execute and deliver the Municipal Joinder Agreement of behalf of the Town of Bucksport in conjunction therewith such other documents and to take such further actions as they may deem necessary or appropriate in order to effect the transactions contemplated by the Municipal Joinder Agreement.

Dated this 30th day of June, 2016, in Bucksport, Maine.

BUCKSPORT TOWN COUNCIL

Mayor David Keene

Councilor David Kee

Councilor Paul Rabs

Councilor Peter Stewart

Councilor Paul Gauvin

Councilor Joe York

Councilor Robert Carmichael

Municipal Joinder Agreement

This Municipal Joinder Agreement (the "*Joinder Agreement*" or "*Agreement*") is made and executed on this ____ day of _____, 2016 (the "*Effective Date*") by and between the Municipal Review Committee, Inc., a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "*MRC*") and _____, a [municipality] [solid waste disposal district] [other eligible entity] with offices at _____ ("*Joining Member*").

WHEREAS, the MRC was created and has operated since 1991 to represent its membership, consisting of Maine municipalities and public entities (the "*Charter Municipalities*"), in order to ensure the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost; and

WHEREAS, the MRC is governed by a board of directors each of whom is elected by the membership to a three year term and all of whom represent, at large, all member communities; and

WHEREAS, the Charter Municipalities deliver municipal solid waste ("*MSW*") to the refused-derived fuel facility owned by the Penobscot Energy Recovery Company, L.P. ("*PERC*" or the "*PERC Partnership*") in Orrington, Maine, pursuant to long term waste disposal agreements (collectively, the "*Existing PERC Agreements*"); and

WHEREAS, the Existing PERC Agreements are scheduled to terminate on March 31, 2018; and

WHEREAS, the MRC has long experience reviewing operating financials of the PERC facility and has determined and recommended to the membership that it is not in the economic interest of its members to commit to a long term relationship obligating member communities to continue delivering municipal solid waste to the PERC facility beyond expiration of the current waste disposal agreements; and

WHEREAS, consistent with its mission, the MRC has investigated and developed alternative waste disposal arrangements to be available to its members on or about April 1, 2018, which arrangements would replace the Existing PERC Agreements upon their expiration; and

WHEREAS, Fiberight, LLC ("**Fiberight**" or, together with its successors or assignees, the "**Company**") has developed a technology for processing MSW into various marketable products and has expressed interest in developing a facility utilizing such technology in Maine; and

WHEREAS, the MRC and Fiberight have entered into a Development Agreement dated as of February 4, 2015, setting forth general business terms under which Fiberight proposes to develop, construct, maintain and operate a facility utilizing its technology to accept and process MSW (the "**Facility**"); and

WHEREAS, the MRC proposes to reach agreement with Charter Municipalities and other entities to supply to the Facility , in the aggregate, at least 150,000 tons of MSW per year; and

WHEREAS, the historical role of MRC has been to administer individual waste contracts on behalf of its members in order to provide an efficient and effective means of administering the Existing PERC Agreements and to maintain parity and fair treatment among and for its members; and

WHEREAS, tipping fees for municipal solid waste delivered to the proposed Fiberight Facility will be paid directly by each MRC member to Fiberight; and

WHEREAS, the MRC proposes to continue in its role administering revenue sharing among its members and providing for and managing various reserve funds while insulating each Joining Member from exposure to penalties for failure to deliver minimum quantities of municipal solid waste to the Fiberight Facility; and

WHEREAS, the MRC has acquired an option (the "**Site Option**") to purchase property in Hampden, Maine (the "Site") suitable for development of the Facility; and

WHEREAS, the MRC and Fiberight have negotiated a long-term lease of the Site (the "**Site Lease**") upon which Fiberight proposes to develop, construct, maintain and operate the Facility, such Site Lease to be executed following the anticipated exercise by the MRC of the Site Option and acquisition of the Site; and

WHEREAS, the MRC and Fiberight have executed a Master Waste Supply Agreement dated as of January 1, 2016 that, among other things, establishes a common set of terms and conditions pursuant to which interested Maine municipalities and other public and private

entities are expected to make long-term commitments for delivery of MSW to the Facility, which commitments would be memorialized through execution of Municipal Joinder Agreements in the form of this Agreement; and

WHEREAS, pursuant to 38 M.R.S. §1305(1), the Joining Member has responsibility under Maine law for ensuring availability of an option for disposal of MSW originating within its boundaries; and

WHEREAS, the Joining Member currently arranges for disposal of MSW originating within its boundaries by delivery to the PERC facility pursuant to an Existing PERC Agreement that is scheduled to terminate on March 31, 2018; and

WHEREAS, the Joining Member wishes to enter into a long term agreement for management and disposal of MSW originating within its boundaries [with service to commence as of the termination of its Existing PERC Agreement or as soon thereafter as feasible] pursuant to which it would commit to deliver MSW to the Facility on a long term basis and authorize the MRC to administer this Agreement and to otherwise represent its interests under this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms when used herein shall have the meanings set forth below. Other capitalized terms not otherwise defined in this Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to them in the Master Waste Supply Agreement.

"Acceptable Waste" shall have the definition set forth in Exhibit A to the Master Waste Supply Agreement.

"Agreement" or "Joinder Agreement" shall mean this Municipal Joinder Agreement.

"Back-up Facility" has the meaning set forth in Section 6.2.

"Charter Municipalities" shall mean the members of the MRC currently delivering MSW to the PERC Plant pursuant to the Existing PERC Agreements.

"Debt Service Reserve Fund" shall mean the Debt Service Reserve Fund currently administered by the MRC.

"Delivery Assessment Reserve Fund" shall mean the reserve fund created by the MRC pursuant to Section 3.3 as a reserve against payment of assessments to Fiberight for failure of the MRC to meet the Delivery Commitment prescribed under the Master Waste Supply Agreement.

"Delivery Diversion Charge" shall mean reimbursement by the Joining Member pursuant to Section 3.2 as a consequence of Acceptable Waste under its control being diverted to facilities other than the Facility for reasons other than those permitted hereunder.

"Departing Municipalities" shall mean Charter Municipalities that affirmatively elect not to become Joining Members or that otherwise do not sign a Municipal Joinder Agreement by the later of (i) seven days following the date of any scheduled town meeting of such Joining Member at which approval of the Municipal Joinder Agreement is to be considered, or (ii) May 1, 2016.

"Effective Date" shall mean the effective date of this Agreement.

"Equity Charter Municipalities" shall mean those Charter Municipalities having the status of Equity Charter Municipalities under the Existing PERC Agreements. **"Estimated Delivery Amount"** shall mean the estimated quantity of Acceptable Waste to which Joining Member has agreed pursuant to Section 3.3(b).

"Event of Default" has the meaning set forth in Article 10.

"Extension Term" shall have the meaning set forth in Section 2.1.

"Force Majeure" shall mean any unforeseeable act, event or condition, not in effect as of the Effective Date, that has had, or may reasonably expected to have, a material adverse impact on the rights or the obligations of either party under this Agreement; or a material adverse effect on the Facility, the Property or the Infrastructure or on the construction, ownership, possession or operation of the Facility, the Property or the Infrastructure, provided that such act, event or condition (a) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement; (b) is not the result of willful or negligent action, inaction or fault of the party relying thereon; and (c) which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

Acts, events or conditions of Force Majeure shall include, without limitation; (i) acts of

God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, high-water washouts, and extraordinary storms (but excluding reasonably foreseeable weather conditions); (ii) a strike, work slowdown or similar industrial or labor action not exclusive to the Facility (iii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, sabotage, and acts of terrorism or similar occurrences; (iv) catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing; (v) condemnation or taking by eminent domain of the Property or the Facility, in whole or in part, and (vi) a Change in Law which is not the result of the negligence or willful act of the party relying thereon. Force Majeure shall not include changes in market conditions for the supplies to or products of the Facility, and shall not include changes in the cost of the supplies, materials or labor needed to construct or operate the Facility, or that reduce the profitability of the Facility, unless specifically attributable to a specific Force Majeure event that affects the non-performing party as enumerated above.

"Force Majeure Plan" shall have the meaning set forth in Section 13.3 of the Master Waste Supply Agreement.

"Indemnified Party" shall have the meaning set forth in Section 8.3.

"Indemnifying Party" shall have the meaning set forth in Section 8.3.

"Initial Term" shall have the meaning set forth in Section 2.1.

"Joining Member" means the entity identified in the preamble to this Agreement.

"Master Waste Supply Agreement" means the proposed waste supply agreement between the MRC and Fiberight on substantially the terms set forth in the form of agreement attached to this Agreement as **Exhibit A**.

"MRC Board" shall mean the Board of Directors of the MRC as it may be constituted by vote of its members from time to time.

"New Charter Municipalities" shall mean those Charter Municipalities that are not Equity Charter Municipalities.

"Non-Charter Municipalities" shall mean Joining Members who were not Charter Municipalities.

"Operating Funds" shall mean the Operating Fund and an Operating Budget Stabilization Fund currently administered by the MRC.

"Party" shall mean a party to this Agreement and "Parties" shall mean both parties to this Agreement.

"Target Value Reserve Fund" shall mean the reserve fund established pursuant to paragraph 2 of Exhibit B of this Agreement.

"Term" shall mean the term of this Joinder Agreement as provided in Article 2.

"Tip Fee Stabilization Fund" shall mean the reserve fund currently maintained by the MRC for the benefit of the Charter Municipalities which is to be administered as provided in Exhibit B.

"Unacceptable Waste" shall have the meaning set forth in Exhibit A to the Master Waste Supply Agreement.

ARTICLE 2

TERM

2.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue through the later of April 1, 2033, or the fifteenth (15th) anniversary of the Commercial Operation Date (the "*Initial Term*") unless terminated in accordance with the terms hereunder. Subject to the limitations in Section 2.2 below, the Joining Member shall have the right to extend the Agreement for up to five (5) consecutive periods of five (5) years each (each an "*Extension Term*," and together with the Initial Term, the "*Term*") by written notice to the MRC exercising such right to an Extension Term, which notice must be provided by the Joining Member no later than twelve (12) months prior to the expiration of the then current Term. Upon timely exercise of each right to extend, the Term shall be automatically extended, provided that there is no then existing Event of Default under this Agreement on the part of the Joining Member at either the time of the exercise of the right to extend the Term or the commencement of the applicable Extension Term.

2.2 Right to Terminate. Notwithstanding receipt of a notice from Joining Member exercising a right to an Extension Term, the MRC shall have the right at the end of the Initial Term or any applicable Extension Term, to terminate this Agreement by written notice to the Joining Member, which notice shall be given not later than nine (9) months prior to the expiration of the then current Term. Such notice of termination shall not be valid unless the MRC is simultaneously providing valid notices of termination to all Joining Members.

ARTICLE 3
DELIVERY OF WASTE

3.1 Delivery. Joining Member hereby agrees to become a Joining Member of the MRC, as defined in the Master Waste Supply Agreement. Except as otherwise provided in Section 6.2 of this Agreement, beginning on the Commercial Operation Date and continuing through the Term of this Agreement, Joining Member shall deliver, or cause to be delivered, to the Facility under the Master Waste Supply Agreement on an exclusive basis all Acceptable Waste generated within its borders the collection and disposition of which is under its control. Joining Member (a) shall comply with the conditions of delivery set forth in Exhibit E of the Master Waste Supply Agreement; and (b) shall not deliver, or cause to be delivered, Unacceptable Waste. For purposes of this Agreement, Acceptable Waste shall be deemed to be under the control of Joining Member if it is collected and delivered directly by Joining Member, its employees or agents, or by a hauler under contract and at the direction of Joining Member.

3.2 Diversion of Waste. Joining Member understands and agrees that violation of its obligation to deliver Acceptable Waste to the Facility on an exclusive basis could have a material adverse effect on the financial performance of the Facility and/or on the Joining Members. Notwithstanding the foregoing, (i) Joining Member shall not be required to institute flow control or implement other measures to the extent that, in its good faith opinion, such measures would constitute a violation of Law; and (ii) Joining Member shall have the right to establish, continue, expand or discontinue, at Joining Member's sole option, existing or future programs intended to encourage reduction, reuse or recycling of MSW generated within its borders, subject to the requirements of Section 3.4, and such activity shall not be deemed a violation of the delivery requirements imposed by this Agreement and shall not subject Joining Member to a Delivery Diversion Charge.

Joining Member agrees that, to the extent that Acceptable Waste under its control is diverted to facilities other than the Facility for reasons other than those permitted hereunder, Joining Member shall pay to the MRC, upon receipt of an invoice, a Delivery Diversion Charge to be deposited into the Delivery Assessment Reserve Fund to be established pursuant to Section 3.3(c) for the benefit of all Joining Members that are Charter Municipalities in the amount of the sum of (a) the product of the diverted tons of Acceptable Waste and the Tipping Fee that would have been paid in respect of the diverted tons had they been delivered to the Facility; plus (b) Joining Member's share of any penalty billed to MRC by the Company as a consequence of such diversion. Provided that Joining Member pays in full when due all Delivery Diversion

Charges imposed hereunder, the diversion of Acceptable Waste forming the basis for such charges shall not be deemed to constitute a breach by Joining Member of its obligations under this Agreement.

3.3 Aggregate Delivery Requirements.

(a) The MRC and Joining Member acknowledge that, under the terms of the Master Waste Supply Agreement, the MRC has committed to cause not less than 150,000 tons of Acceptable Waste per Contract Year to be delivered to the Facility by or on behalf of all Joining Members as a group, and that, in order to support the financing of the Facility, the Master Waste Supply Agreement provides that the MRC shall in certain circumstances be liable for Delivery Sufficiency Payments in the event that the MRC minimum delivery requirement is not met. Joining Members shall not have direct responsibility for payment of any Delivery Sufficiency Payments assessed by the Company against the MRC or otherwise.

(b) Joining Member, after consultation with the MRC and consistent with such guidelines as may be established from time to time by the MRC, has agreed that it is reasonable to estimate that its annual deliveries to the Facility will be at least _____ tons of Acceptable Waste per Contract Year (the "*Estimated Delivery Amount*"), which will be its estimated annual contribution to the aggregate delivery requirement of the MRC. For purposes of determining the Estimated Delivery Amount for Joining Member, recyclable materials derived from any Single Stream Recycling Program that Joining Member delivered under Section 5.2 of the Master Waste Supply Agreement shall not be included in determining whether the Delivery Commitment has been met. Joining Member agrees to the foregoing Estimated Delivery Amount and acknowledges that it is reasonable in light of current circumstances and historical MSW deliveries by the Joining Member to PERC (and/or such other waste disposal facility as may have been utilized by Joining Member), forecasted changes in MSW generation (net of anticipated waste reduction efforts), delivery patterns, diversion, and management through methods permitted by this Agreement or not under the control of Joining Member. Joining Member and the MRC shall review this commitment either (a) at the written request of either party, such request to be made no more frequently than every five years; or (b) for good cause shown, any such request to be made not less than sixty (60) days prior to the end of the then current calendar year, and the Estimated Delivery Amount of the Joining Member shall be adjusted, as appropriate, to reflect then current circumstances.

(c) The MRC intends to set aside funds in a reserve fund (the "*Delivery Assessment Reserve Fund*"). The Delivery Assessment Reserve Fund shall be managed by the MRC for the

sole purpose of providing a reserve in the event that the Delivery Commitment is not met in any year. The MRC shall have the authority to determine the amount and timing of contributions to the Fund, which shall be derived from other reserve funds, contributions from Joining Members, or such other sources as the MRC Board of Directors may determine to be available. The MRC Board of Directors shall manage investment of the Fund and authorize withdrawals from the Fund, all as it deems appropriate in accordance with the terms of this Agreement.

(d) In the event that Delivery Sufficiency Payments become due under the Master Waste Supply Agreement, they shall be paid as follows:

(i) First, to the extent that a Delivery Sufficiency Payment is attributable to the fact that one or more Joining Members has not delivered, or cause to be delivered, to the Facility all MSW under its control required to be delivered by it pursuant to the terms of this Agreement, each such Joining Member shall be assessed its ratable share of the payment, as determined by the MRC on the basis of tons of Acceptable Waste delivered (each a "*Delivery Diversion Charge*"), and the MRC shall apply the proceeds of such assessment to the payment of the Delivery Sufficiency Payment to which it relates. The MRC acknowledges that the fact that Joining Member has not achieved the Estimated Delivery Amount in and of itself will not justify imposition of a Delivery Diversion Charge.

(ii) Second, from the Delivery Assessment Reserve Fund, that portion of the remaining Delivery Sufficiency Payment allocable to Charter Municipalities as provided in **Exhibit B** to this Agreement.

(iii) Third, each Non-Charter Municipality shall pay an assessment equal to its allocable share of an amount equal to the amount paid from the Delivery Assessment Reserve Fund pursuant to subparagraph (ii) above multiplied by the percentage which aggregate deliveries by or on behalf of Non-Charter Municipalities for the time period as to which the Delivery Sufficiency Payment applied bears to all deliveries by or on behalf of Joining Members during that period.

(iv) Fourth, to the extent that the proceeds of Delivery Diversion Charges, plus amounts available in the Delivery Assessment Reserve Fund, plus amounts paid by Non-Charter Municipalities pursuant to subparagraph (iii) above are not adequate to fully fund a Delivery Sufficiency Payment, after notice to potentially affected Joining Members and an opportunity for them to be heard, each Joining Member may be assessed its ratable share of such penalty, as determined by the MRC consistent with the requirements of this Agreement, which special

assessment may, at the option of the MRC, be either collected directly from Joining Members or offset against rebates otherwise payable to Joining Members, and the MRC shall apply the proceeds of such assessments directly to the payment of the Delivery Sufficiency Payment.

(e) Upon termination of this Agreement, and after payment of reasonable expenses attendant to termination, any balance remaining in the Delivery Assessment Reserve Fund shall be returned to Joining Members as provided in **Exhibit B** to this Agreement.

3.4 Changes in Waste Delivery Patterns.

(a) Subject to subparagraph (b) below, if a Joining Member proposes to alter the scope of its responsibility for collection, transfer and transportation of MSW originating within its borders, it shall provide to the MRC not less than sixty (60) days notice of such proposed change and shall consult with the MRC with regard to such change prior to any implementation. The MRC will advise the Joining Member regarding contract compliance impacts to the Joining Member and all other Joining Members resulting from implementation of any such planned changes in the scope of its responsibility.

(b) In recognition of the importance of organic waste delivered to the Fiberight Facility, as of the Effective Date, Joining Member shall not, (i) without first providing to the MRC not less than sixty (60) days notice of such proposed change and consulting with the MRC with regard to such change prior to any implementation, and (ii) without the prior consent of the Company, initiate new programs, or significantly and materially expand existing programs, to divert organic components from MSW for management through facilities or programs other than the Facility, but may continue to operate existing programs substantially as operated as of the Effective Date. Notwithstanding the foregoing, Joining Member may institute "pay as you throw" or similar waste reduction programs at its discretion without prior approval from the MRC so long as all MSW generated within its borders and under its control continues to be delivered to the Facility.

3.5 Unacceptable Waste. Joining Member shall not deliver Unacceptable Waste to the Facility and shall use reasonable efforts to offer residents local options for disposal of household hazardous waste. Joining Member shall pay its full cost for, and shall indemnify and hold harmless the Company and the MRC and the members, directors, officers and agents or each, from and against any liability, claim or damage arising from delivery of Unacceptable Waste to the Facility by or on behalf of Joining Member. The MRC agrees that it will, upon request, provide advice and guidance consistent with the MRC's historical practice to Joining

Member in connection with any claims made against it pertaining to delivery of Unacceptable Waste to the Facility.

3.6 Compliance By Haulers. To the extent that Joining Member contracts with independent hauler or haulers to deliver MSW to the Facility, Joining Member shall be responsible for ensuring that all such haulers comply with the delivery requirements set forth in this Agreement including, but not limited to, the requirement that all MSW generated within the borders of Joining Member the collection and disposal of which is under its control be delivered to the Facility or to the Back-up Facility as contemplated by Section 6.2(d).

ARTICLE 4 TIPPING FEES AND REBATES

4.1 Tipping Fees. Joining Member agrees to pay tipping fees for Acceptable Waste and other wastes delivered and credited to its account in the amount of \$70.00 per ton, subject to annual increase equal to the amount of annual increase in the CPI, as provided in the Master Waste Supply Agreement. Joining Member specifically acknowledges that, if it fails to pay tipping fees on a timely basis, it may be precluded from delivering Acceptable Waste to the Facility or the Back-up Facility under this Agreement. The MRC shall review and accept or dispute tipping fee calculations provided by the Company and used to determine amounts due from Joining Member. Joining Member may make separate arrangements to bring materials collected through Single Stream Recycling programs to the Facility and to pay tipping fees directly to Company for such deliveries.

4.2 Invoicing. Joining Member will receive an invoice directly from the Company on a weekly basis within five (5) days of the end of each calendar week setting forth the number of tons of material delivered by or on behalf of Joining Member and accepted at the Facility during the preceding week and the tip fee due in respect of such deliveries. The amount due shall be equal to the then applicable Tipping Fee multiplied by the number of tons (rounded to the nearest twenty pounds) delivered by the Joining Member to the Facility during such calendar week. Joining Member shall pay all such invoices directly to the Company within thirty (30) days of receipt unless the calculation thereof has been challenged by the MRC.

4.3 Rebates.

(a) Joining Member hereby authorizes the MRC to manage on its behalf rebates derived from revenue sharing in the Fiberright Project and payable to the MRC as provided under

the Master Waste Supply Agreement. Without limiting the generality of the foregoing, Joining Member acknowledges that the MRC shall direct disposition of rebates received from the Company in such manner as the MRC may determine to be in the best interests of the Joining Members as a group. Without limiting the generality of the foregoing, the MRC is specifically authorized to offset against rebates otherwise payable to Joining Member (i) any Delivery Diversion Charges against Joining Member; (ii) amounts designated by the MRC to be deposited in the Delivery Assessment Reserve Fund; (iii) any special assessment determined by the MRC to be necessary to cover otherwise unfunded liability for payment of shortfall penalties; (iv) other costs attributable to failure of Joining Member to comply with this Agreement as determined by the MRC; and (v) costs occasioned by the delivery by or on behalf of Joining Member of Unacceptable Waste. The MRC shall provide to all Joining Members a quarterly report summarizing all rebate offsets applied during the preceding calendar quarter.

(b) The Company shall calculate rebates due all Joining Members on a quarterly basis as provided in the Master Waste Supply Agreement and shall forward its calculation to the MRC which shall make such calculation available to all Joining Members. The MRC shall review and accept or dispute the calculation of rebates due, and for that purpose shall review and consider in good faith any dispute of such calculation communicated to it by Joining Member, and shall inform Joining Member and the Company of its action.

(c) The Company shall pay rebates for all Joining Members directly to the MRC which shall, after reserving such funds as the MRC may deem appropriate, pay to each class of Joining Member its allocable share of remaining distributable proceeds based on actual Acceptable Waste delivered to the Facility and in the manner set forth in Exhibit F of the Master Waste Supply Agreement.

(d) Notwithstanding any other provision of this Agreement, in addition to the additional tipping fees contemplated by paragraph 6 of **Exhibit B**, unless the MRC Board of Directors determines otherwise for good cause shown, no Non-Charter Municipality or Departing Municipality that subsequently is re-admitted to membership in the MRC shall be entitled to any rebate payments during the Initial Term.

4.4 Amendment of Tipping Fee. The Tipping Fee is governed by both this Article 4 and by Section 5.1 of the Master Waste Supply Agreement. The MRC hereby acknowledges that, except in cases of Force Majeure or actions of the Joining Member or the MRC contrary to the terms of this Agreement or the Master Waste Supply Agreement, it cannot agree to amendments to the Tipping Fee that might be proposed by the Company unless Joining Member explicitly authorizes the MRC to amend the

Tipping Fee by amending this Joinder Agreement. In the event that the Company provides a formal proposal for amendment of the Tipping Fee that the MRC agrees is reasonable and necessary for the Company to continue operation of the Facility on a sustainable basis, the MRC will facilitate presentation by the Company of such proposed amendment to Joining Member for its consideration, and Joining Member agrees to consider such amendment in good faith.

ARTICLE 5 AUTHORIZATION TO ACT FOR JOINING MEMBER

5.1 Contract Management and Authorization to Act. Joining Member explicitly acknowledges that it is one of a group of municipal and quasi-municipal entities that have become Joining Members for the purpose of collectively managing disposal of MSW under the auspices of the MRC for the benefit of all Joining Members. In addition to administering the provisions of this Agreement, the Master Waste Supply Agreement and the Site Lease, the MRC shall serve as an advocate for and advisor to the Joining Members in furtherance of its mission of ensuring the continuing availability to its members of long term, reliable, safe and environmentally sound methods of solid waste disposal at stable and reasonable cost. In order to accomplish these objectives in an efficient and effective manner, it hereby authorizes the MRC to work with all Joining Members to manage the disposal of MSW pursuant to this Agreement and the Master Waste Supply Agreement. Without limiting the generality of the foregoing, and subject to the provisions of the MRC's Articles of Incorporation and Bylaws and of Maine law, in each case as in effect from time to time, Joining Member hereby authorizes the MRC to act in its behalf (a) to ensure that the Company complies with all of its obligations and covenants to or for the benefit of the Joining Members and the MRC set forth in this Agreement, the Development Agreement, the Master Waste Supply Agreement and the Site Lease; (b) to file and prosecute in its own name and/or in the name of Joining Member permit applications relating to this Agreement or the Project; (c) to prosecute or otherwise participate in administrative and court proceedings related to the Project in its own name and/or in the name of Joining Member; (d) to review and administer, accept, invest, apply and distribute tip fees, rebates and other payments to the MRC and/or Joining Members consistent with the terms of this Agreement, including but not limited to the establishment and funding of such reserve funds as the MRC may deem appropriate from time to time; ; and (e) negotiate and enter into in the name of and on behalf of Joining Member and other Joining Members contracts related to the collective transportation, management and disposition of MSW including, without limitation contracts related to the transportation and bypass of waste and the disposition of non-processibles and residuals, it being understood that the MRC will enter into any such contracts only after

appropriate notice to Joining Members affording them an opportunity to be heard with regard to such contracts.

5.2 Ratification of MRC Articles of Incorporation and Bylaws; Authorization.

By executing and delivering this Agreement, Joining Member expressly (i) consents to becoming a Joining Member; (ii) agrees to comply with the Components of Ratification specified in **Exhibit C**; and (iii) agrees to become, or continue to be, a Member of the MRC and ratifies and confirms acceptance by it of the MRC Articles of Incorporation and Bylaws, as the same may be amended from time to time. Without limiting the generality of the foregoing, Joining Member hereby authorizes the MRC to collect and distribute payments made to or by Joining Member, including dues to the MRC in such amount as may be set by the MRC Board of Directors (historically \$1.25 per ton), to allocate such payments among Joining Members, and to establish and administer reserve or other similar accounts, in each case such manner, at such times and in such amounts as the MRC may deem to be appropriate after due public review and consideration.

ARTICLE 6

TRANSPORTATION AND DISPOSITION OF BYPASS AND BRIDGE WASTE

6.1 Transportation. Joining Member and the MRC each acknowledge that it may be in the interests of all Joining Members to enter into collective arrangements for the transportation of MSW to the Facility and/or for the use of transportation fuel produced at the Facility. Joining Member and the MRC agree to cooperate and afford each other an opportunity to be heard with regard to such arrangements.

6.2 Disposition of Bridge Capacity and Bypass Waste. Joining Member acknowledges that the MRC has entered into an agreement for disposal of the following waste streams at a Back-up Facility (the Crossroads Landfill):

(a) Bridge Capacity Waste, which, in the event the Commercial Operation Date is delayed after April 1, 2018, is Acceptable Waste collected by the Joining Member from April 1, 2018, until the Commercial Operation Date (as that term is defined in the Site Lease) that cannot be accepted for processing at the Facility.

(b) Bypass Waste, which is Acceptable Waste that is collected by the Joining Member for delivery to the Facility after the Commercial Operation Date, but cannot be accepted for processing by the Facility, because either (i) the Facility has not yet achieved Commercial

Operation as of the end of the Excused Delay Period; or (ii) the Facility is out of service for maintenance or repair or as the result of a Force Majeure or otherwise.

(c) Joining Member agrees to cooperate and consult with the MRC to implement delivery of Bridge Capacity Waste and Bypass Waste to the Crossroads Landfill. Joining Member shall pay the Tipping Fee with respect to Bypass Waste as if it were Acceptable Waste delivered to the Facility. Joining Member shall pay tipping fees with respect to Bridge Capacity Waste to the Back-up Facility in accordance with the agreement for management of Bridge Capacity Waste as directed by the MRC. Joining Member shall arrange transportation to, and pay transportation costs for, delivery of Bridge Capacity Waste to the Back-up Facility. The MRC agrees to cooperate with the Joining Members and afford them an opportunity to be heard before implementing arrangements for delivery of Bridge Capacity Waste and Bypass Waste with the objective of avoiding or minimizing additional transportation costs to the Joining Members as a group.

(d) Joining Member agrees to comply with the delivery procedures and transporter rules and regulations that govern deliveries of Acceptable Waste to the Back-up Facility.

ARTICLE 7
DISPOSITION OF ASSETS
ADMINISTERED BY THE MRC

7.1 Existing Assets. If Joining Member is a current member of the MRC and a Charter Municipality currently delivering MSW to PERC pursuant to the Existing PERC Contracts, the provisions set forth in **Exhibit B** shall govern the disposition of assets of Joining Member and other Charter Municipalities, including Departing Municipalities, following expiration of the Existing PERC Contracts, as well as any additional assets held by the MRC.

7.2 Disposition of Project Site Assets. In the event of a sale of the Project Site, after payment of expenses of sale, the remaining sale proceeds shall be distributed in accordance with **Exhibit B**.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnification by Joining Member. Joining Member agrees to defend,

indemnify, and hold harmless the MRC, each other Joining Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, to the extent resulting from any failure by Joining Member to perform fully, in any respect, its obligations under this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of Joining Member or of a subcontractor, anyone directly or indirectly employed by Joining Member, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 8.1 by an employee of Joining Member or subcontractor, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Joining Member or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Joining Member expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

8.2 Indemnification by MRC. The MRC agrees to defend, indemnify, and hold harmless Joining Member, its elected and appointed officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, to the extent resulting from (i) any willful or negligent act or omission by the MRC, its directors, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the MRC's behalf; and (ii) any failure by the MRC to perform fully, in any respect, its obligations under this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the MRC or of a subcontractor, anyone directly or indirectly employed by the MRC, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 8.2 by an employee of the MRC or subcontractor, the indemnification obligation under this Section 8.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the MRC or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The MRC expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

8.3 Notice. A Party asserting a right to indemnification under this Article VII (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance which may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other circumstances giving rise to a claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall discharge it from its indemnification obligation hereunder only if and to the extent that it has been prejudiced thereby. The Indemnified Party shall afford to the Indemnifying Party access to all records and information relating to such claim, facts and circumstances (except those matters privileged or otherwise protected from disclosure under applicable state or federal law or rules of evidence) reasonably necessary to permit the Indemnifying Party to evaluate the merits of such claim or the accuracy of such facts and circumstances. Upon receipt of notice, the Indemnifying Party may elect to participate in or, if it

acknowledges its obligation to indemnify, assume defense of, such action at its own expense and with counsel of its own choosing. The Indemnified Party shall not settle or compromise any claim with respect to which indemnification is sought without the prior written consent of the Indemnifying Party which consent may not be unreasonably withheld or delayed. Notwithstanding that the Indemnifying Party may have assumed defense of an indemnified claim, the Indemnified Party shall have the right, at its sole expense, to retain its own counsel to participate in such defense.

8.4 Opportunity to Cure. The Indemnifying Party shall be entitled, at its sole cost and expense, to undertake to cure any circumstances or to pay or settle any claim which is the subject of a claim for indemnification provided that, prior to such settlement, the Indemnifying Party either (i) acknowledges its obligation hereunder to indemnify the Indemnified Party, or (ii) obtains the written consent of the Indemnified Party to the settlement.

8.5 Resolution of Dispute as to Indemnification. Any dispute relating to indemnification may, at the election of either Party, be resolved through the dispute resolution procedure contemplated by Section 11.8 of this Agreement.

8.6 De Minimis Payment Provisions. Notwithstanding the foregoing, no payments in respect of any indemnification claim shall be required of any Indemnifying Party unless and until the total amount of the indemnification claims payable by such Indemnifying Party has exceeded Twenty-Five Thousand Dollars (\$25,000) in the aggregate, after which, however, all such indemnification claims, including those included in the de minimus calculation, shall be subject to payment as provided herein.

8.7 Limitation of Liability. Notwithstanding the provisions of this Article 8, except in the case of fraud neither Party shall be liable to the other for any incidental, indirect, or consequential damages arising out of the performance or breach of this Agreement.

8.8 No Waiver of Immunities. Nothing in this Agreement or the Master Waste Supply Agreement shall constitute a waiver or diminution by Joining Member or the MRC of any immunities or statutory limitations on liability, nor shall anything in this Agreement be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, officials, agents or employees pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.

8.9 Assignment. The Indemnified Party shall assign to the Indemnifying Party all claims it may have that arise in connection with claims indemnified by the Indemnifying Party.

ARTICLE 9
ASSIGNMENT

9.1 General Prohibition of Assignment. Except as otherwise specifically provided herein, neither Party may assign its rights or delegate its obligations under this Agreement, including without limitation any transfer by operation of law, in any manner whatsoever without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempt at any such assignment, transfer, or sale without the consent required hereby shall be void and of no effect, and shall, at the option of the other Party, terminate this Agreement.

9.2 Assignment by the MRC. Subject to member approval rights as set forth in the Bylaws of the MRC, and notwithstanding the provisions of Section 9.1, the MRC may, after providing prior notice to Joining Members and affording them an opportunity to be heard, assign its rights under this Agreement to a successor entity formed for the purpose of assuming the obligations and mission of the MRC. Any other attempt by the MRC to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent of the Joining Member shall be null and void.

ARTICLE 10
EVENTS OF DEFAULT; TERMINATION

10.1 MRC Event of Default. Each of the following shall constitute an Event of Default as to the MRC:

(a) The MRC shall have failed to fulfill its obligations under this Agreement, the Master Waste Supply Agreement or the Site Lease and such failure has not been cured within the longer of (a) thirty (30) days following receipt of written notice from the Joining Member specifying that a particular default exists, or (b) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the MRC takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) The MRC or any permitted assignee shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) The MRC or any permitted assignee shall dissolve or liquidate or shall have ceased operations for a period in excess of sixty (60) days.

10.2 Joining Member Event of Default. Each of the following shall constitute an Event of Default as to the Joining Member:

(a) Joining Member shall have failed to fulfill its obligations as a member under the MRC Articles of Incorporation or Bylaws or under this Agreement, the Master Waste Supply Agreement or the Site Lease and such failure has not been cured within the longer of (i) thirty (30) days following receipt of written notice from the MRC specifying that a particular default exists, or (ii) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the Joining Member takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) Joining Member or any permitted assignee shall (i) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (ii) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (iii) request the appointment of a receiver, (iv) make a general assignment for the benefit of creditors, or (v) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) Joining Member or any permitted assignee shall dissolve or liquidate.

(d) Joining Member fails to make any undisputed payment due hereunder within thirty (30) days after the same is due.

10.3 Expiration of Term. This Agreement shall terminate upon the expiration of the Master Waste Supply Agreement. Notwithstanding termination, Joining Member shall remain liable for any obligations, including payment obligations, arising prior to the date of termination.

10.4 Remedies. Either party may terminate this Agreement upon the occurrence and during the continuance of an Event of Default by the other party. Unless otherwise provided by Law, any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the non-defaulting Party, and such right or remedy shall be considered to be in addition to any other right or remedy allowed by Law. Without limiting the generality of the foregoing, Joining Member acknowledges that the MRC and the other Joining Members are relying on its commitment to deliver Acceptable Waste originating within its borders to the Facility under the Master Waste Supply Agreement and that breach of that obligation would cause irreparable damage to the MRC and the other Joining Members for which monetary damages would not provide an adequate remedy. Accordingly, in the event of such a breach, in addition to such other remedies as may be available to the MRC at law or in equity, Joining Member expressly acknowledges that the MRC shall be entitled to specific performance of the delivery obligations of Joining Member hereunder.

10.5 Limitation on Cure Period. Notwithstanding any other provision of this Agreement, in the event that either Party shall have breached a provision hereof and shall have relied upon a cure period in order to avoid termination under the provisions of this Article 10, such party shall not, within a period of two (2) years from the date of the initial breach, be entitled to the benefit of a cure period with respect to a subsequent breach of the same provision.

ARTICLE 11 OTHER PROVISIONS

11.1 Force Majeure. In the event either Party is rendered unable, wholly or in part, by a Force Majeure to carry out any of its obligations under this Agreement, and provided that such party is using reasonable business efforts to resume performance at the earliest practicable time, then the obligations of such Party, to the extent affected by such a Force Majeure, shall be suspended during the continuance of the Force Majeure but no longer. Any time that a Party intends to rely upon a Force Majeure to excuse or suspend its obligations hereunder, such Party shall notify the other Party as soon as is reasonably practicable, describing in reasonable detail the circumstances of the Force Majeure. Notice shall again be given when the effect of the Force Majeure has ceased. Notwithstanding the foregoing, the existence of a Force Majeure shall not relieve a Party from its obligation to make payments due or payable prior to or independent of the Force Majeure.

11.2 Notification of Force Majeure or Event of Default. The MRC shall notify the Joining Member of the occurrence of any Force Majeure or Event of Default under the Master Waste Supply Agreement or the Site Lease.

11.3 Waste Deliveries During Force Majeure. In the event of a Force Majeure under the Master Waste Supply Agreement or the Site Lease that would preclude acceptance and processing of Acceptable Waste at the Facility, the Joining Member shall deliver collected Acceptable Waste to the Facility or to the Back-up Facility at the direction of the MRC for the duration of such Force Majeure, which deliveries shall be treated as Bypass Waste under Section 6.2 hereof.

11.4 Opportunity To Be Heard.

(a) In the event of a Force Majeure under the Master Waste Supply Agreement, promptly upon receipt of a Force Majeure Plan, the MRC shall inform the Joining Members and provide to them an opportunity to be heard as to whether to accept, accept a modified version of, accept subject to dispute, or not accept such Force Majeure Plan, and shall indicate the projected impact of implementing the proposed Force Majeure Plan on future Tipping Fees and Rebates. In the event of an Event of Default under the Master Waste Supply Agreement or the Site Lease, the

MRC shall inform the Joining Members of such default and of the actions proposed to be taken by the MRC in response thereto. Joining Member shall accept and abide by decisions of MRC with respect to any such default or Force Majeure.

(b) In the event that the MRC wishes to amend the Master Waste Supply Agreement or the Site Lease, it shall provide to the Joining Members notice of the proposed amendment and an opportunity to be heard and shall consider in good faith any comments received prior to any such amendment taking effect.

11.5 Change In Law. Joining Member shall notify the MRC, and the MRC shall notify Joining Member, promptly as soon as either party has knowledge of any action of the federal government, state legislature, state administrative or regulatory authority, court of applicable jurisdiction, or any other governmental body that could lead to the occurrence of a Change in Law. MRC and Joining Member shall use reasonable efforts to cooperate to avoid any such action and to mitigate its potential adverse impact on their obligations hereunder or on the Master Waste Supply Agreement, the Site Lease, or operation of the Facility or the Back-up Facility.

11.6 Relationship of Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Except as otherwise provided herein, neither Party shall have the authority to contractually bind the other Party. No employees or agents of one Party shall be deemed the employees or agents of the other Party for any purpose. In addition, nothing in this Agreement is intended or should be construed in any manner to empower the MRC to act other than for the sole and exclusive benefit of all of the Joining Members as a group.

11.7 Waiver. The failure of either Party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition. Any waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. Nothing in this Agreement shall be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, officials, agents or employees pursuant to the Eleventh Amendment, to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.

11.8 Dispute Resolution.

(a) Any dispute arising under this Agreement shall be resolved only in accordance with this Section 11.8.

(b) A dispute shall arise when one Party sends a written notice of dispute by certified mail to the other Party. The Parties shall first attempt to resolve the dispute through informal negotiations in which each party agrees to participate in good faith.

(c) If the Parties cannot resolve the dispute informally within fourteen (14) days of such written notice, either Party may submit the dispute to arbitration to be conducted under the commercial arbitration rules of the American Arbitration Association. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "*Arbitration Notice*") by one Party upon the other. Arbitration proceedings shall be conducted by a single arbitrator to be agreed upon by the Parties; provided, however, that if the Parties are unable to agree upon a single arbitrator within ten (10) days from the date of the Arbitration Notice, each Party shall select an arbitrator and the two so named shall name a third arbitrator. The arbitration proceedings shall then be heard by the arbitrator(s) and the decision of the arbitrator, or of a majority if a panel of three has been selected, shall be final and binding on the parties. The arbitrator(s) shall have no authority to add to, detract from, reform or alter in any manner any provision of this Agreement. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any Arbitration Notice must be served within two (2) years from the date on which the claim arose, and failure to bring such claim within such two year period shall constitute a waiver of such claim and an absolute bar to further proceedings with respect to it. All arbitration proceedings shall be conducted in Bangor, Maine unless the parties otherwise agree in writing. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to preclude either party from seeking temporary or permanent injunctive relief from a court of competent jurisdiction with respect to any breach of this Agreement. For purposes of this Section 11.8, a claim shall be deemed to have arisen as of the later of (i) the date on which the circumstances forming the basis for the claim first occurred, or (ii) the date upon which such circumstances are discovered or with reasonable diligence should have been discovered.

(d) Each of the Parties will bear its own costs in connection with any dispute resolution proceeding. The Parties shall share equally the cost of any single arbitrator. If a panel of three arbitrators is appointed, each Party shall pay the costs of the arbitrator appointed by it, and the cost of the third arbitrator shall be shared equally.

11.9 Notices. All notices, demands, or other writings provided for in this Agreement shall be deemed to have been fully given or made or sent if in writing and either (i) delivered in person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

If to the MRC: Municipal Review Committee
 395 State Street
 Ellsworth, ME 04605
 Attention: Executive Director

Email: glounder@mrcmaine.org

With a copy to: Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, Maine 04402
Attention: Daniel G. McKay, Esq.
Email: dmckay@eatonpeabody.com

If to Joining Member: _____

Attention: _____
Email: _____

Either party may change the address at which notices to it are to be delivered by providing notice of such change in the manner provided above.

11.10 Parties Bound. The covenants and conditions contained in this Agreement shall bind the successors and assigns of each of the Parties.

11.11 Time of the Essence. Time is of the essence in this Agreement, and in each and every covenant, term, condition, and provision of this Agreement.

11.12 References. The captions appearing under the section number designations of this Agreement are for convenience only, are not a 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 exhibits shall be deemed references to the section numbers and exhibits to this Agreement.

11.13 Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maine without regard for conflict of law provisions.

11.14 Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to its subject matter. 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.

11.15 Modification of Agreement. Any modification of this Agreement shall be binding only if such modification is documented in writing and signed by each Party or an

authorized representative of each Party.

11.16 Additional Documents. The Parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms and intent of this Agreement.

11.17 No Special or Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable under this Agreement for any special or consequential damages whatsoever.

11.18 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

11.19 Third Party Beneficiary. Company shall be a third party beneficiary of the obligations of Joining Member hereunder and may enforce such obligations directly. Otherwise, this Agreement is intended for the sole benefit of the Parties, and no other party shall be regarded as a third party beneficiary of the obligations of the Parties hereunder.

11.20 Partial Contract Year. In the event of a partial Contract Year, all amounts and allocations shall be adjusted appropriately based on the ratio which the number of days in such partial Contract Year bears to the number of days in a full 365 day calendar year.

11.21 Counterparts. This Agreement may be executed in counterparts. A signature transmitted by facsimile, email or other electronic means shall have the effect of an original.

[Signature page follows.]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a sealed instrument as of the date first above written.

MUNICIPAL REVIEW COMMITTEE

By: _____

Name:

Title:

JOINING MEMBER

By: _____

Name:

Title:

List of Exhibits

- A Form of Master Waste Supply Agreement**
- B Disposition of Municipal Assets**
- C Components of Ratification**

Exhibit A
to Municipal Joinder Agreement

MASTER WASTE SUPPLY AGREEMENT

[Exhibit attached to original]

Exhibit B
to Municipal Joinder Agreement

Management and Disposition of
Existing Municipal Assets and Project Assets

1. **Applicability.** This Exhibit B sets forth how the MRC shall manage the disposition of assets held in the name of the Equity Charter Municipalities upon the expiration of the Existing PERC Contracts and the disposition of certain payments to be made by Non-Charter Municipalities. The following assets, none of which are owned by the MRC, are addressed herein:

- **The Custody Account and Tip Fee Stabilization Fund.** Pursuant to the Existing PERC Contracts, the MRC manages two reserve accounts held in the names of the Equity Charter Municipalities -- the Custody Account and the Tip Fee Stabilization Fund -- with a combined balance on the order of \$26.6 million as of the end of 2015 and projected to be in the range of \$25.0 million to \$28 million by March 2018. The Custody Account, established in 1999, has been used as a working capital account to accept payments from the PERC Partnership and proceeds of sales of Bangor Hydro warrants, and to pay cash distributions to the Charter Municipalities in order to achieve the target values. The Tip Fee Stabilization Fund, established in 2002, has been used for investment of funds in excess of what is needed for cash distributions to the Charter Municipalities. The main sources of funds for these accounts through 2015 have been Performance Credits (\$58.098 million), proceeds of sales of warrants in Bangor Hydro stock (\$19.920 million), Net Cash Flow distributed by the PERC Partnership (\$13.235 million) and earnings on the fund balance (\$6.102 million). Uses have included distributions to the Charter Municipalities (\$60.555 million) and purchases of partnership shares in PERC on behalf of Charter Municipalities (\$10.032 million). Note that all of the Net Cash Flow (resulting from ownership of PERC partnership shares) and proceeds of sales of warrants in Bangor Hydro stock received to date have been distributed to the Equity Charter Municipalities, and that the remaining balances in these accounts are comprised of undistributed Performance Credits and earnings on the fund balance.

- **The Operating Account and the Operating Budget Stabilization Fund.** Pursuant to the Existing PERC Contracts, the MRC manages two operating accounts held in the names of the Equity Charter Municipalities -- the Operating Fund and the Operating Budget Stabilization Fund -- with a combined balance of less than \$1.0 million. The

Operating Account, which is funded by dues, has been used to fund MRC administration costs since the MRC was created in 1991. The Operating Budget Stabilization Fund, established in 2004, has been used to provide funds to the Operating Account in order to avoid dues increases while covering the costs of developing an arrangement to manage MSW from Charter Municipalities after termination of the Existing PERC Contracts. The sources of funds for the Operating Budget Stabilization Fund have been releases of reserve funds associated with the financing of PERC, as well as a one-time “windfall” payment made by the PERC Partnership to the Equity Charter Municipalities in 2004.

- **The Debt Service Reserve Fund.** The Debt Service Reserve Fund is a reserve account in the amount of approximately \$1,333,333 which is pledged in support for existing PERC Partnership senior financing and which is held for the term of the financing by the lender for distribution to the MRC for the benefit of the Equity Charter Municipalities. If not called upon to pay debt service, this fund is scheduled to be released to the MRC in early 2018.
 - **Limited partnership shares in the PERC Partnership.** The Equity Charter Municipalities own a total of 25.5214 percent of the limited partnership shares in the PERC Partnership, which are managed on their behalf by the MRC. Note that the PERC Partnership is scheduled to be dissolved by the end of 2018.
2. **The Custody Account and the Tip Fee Stabilization Fund.**
Upon expiration of the Existing PERC Contracts, the MRC shall manage and dispose of the funds in the Custody Account and the Tip Fee Stabilization Fund as follows:
- (a) Fund up to \$5.0 million for actual expenditures pursuant to the Site Lease, the Master Waste Supply Agreement and this Agreement for acquisition of the Site and development of related infrastructure (the Site Capital Costs);
 - (b) Pay Equity Charter Municipalities that are Departing Municipalities their allocable share of the Custody Account and the Tip Fee Stabilization Fund as of the date of termination of the Existing PERC Contracts, as determined by cumulative application of the Transaction Guidelines and other policies that have been used to make such allocations since 1998; provided that (i) the balance that is the basis for the allocation calculation shall be increased by up to \$5.0 million to account for actual expenditures for the Site Capital Costs; and (ii) the amount allocated to each Equity Charter Municipality shall assume that all Site Capital Costs are allocated to Joining Charter Municipalities and no Site Capital Costs are allocated to Departing Municipalities; and (iii) the allocation shall account for the costs of administering such payment, including reserves

held for the pro rata share of the Departing Municipalities against total liabilities and costs associated with the dissolution of the PERC Partnership and the closure of the PERC facility. Payment shall be made timely after the termination of the Existing PERC Agreements, subject to such reserves as the Board of Directors may establish on a basis comparable to amounts being reserved from the allocable accounts of the Joining Members, to those Departing Municipalities that have executed a Termination Agreement in such form as may be approved by the MRC, and shall make subsequent and final payments promptly after confirming the extent to which reserve funds continue to be needed.

(c) Use the funds allocable to the Equity Charter Municipalities that are Joining Members to provide initial funding to establish reserve funds in support of the Site Lease, Master Waste Supply Agreement and this Agreement as follows:

- Up to \$7.0 million as a reserve against purchase of the building in the event of termination (the Building Reserve), which amount may be reduced once per year in accordance with Exhibit C to the Site Lease. Amounts released from the fund each year shall be distributed to the Equity Charter Municipalities in accordance with the amount of their original contributions (e.g., their fund balances as brought forward on April 1, 2018). The value of the building, if purchased, shall also be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.
- An initial amount of \$3.0 million for the Delivery Sufficiency Reserve Fund, which shall be used, as needed, to make Delivery Sufficiency Payments for the benefit of all Charter Municipalities that are Joining Members. Funds not used at the end of the term of the Joinder Agreement shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.
- \$1.167 million held by the Equity Charter Municipalities that are Joining Members as a reserve against liabilities and costs associated with the dissolution of the PERC Partnership and the closure of the PERC facility (the Closure Reserve Fund). The MRC shall revisit the need to maintain the Closure Reserve Fund before the end of calendar year 2018. When released, amounts in the Closure Reserve Fund shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.

- Up to \$1.0 million to offset costs of transportation of Bridge Waste per the direction of the MRC, with amounts remaining in the fund to be transferred to the Target Value Fund as defined below.
 - All remaining amounts shall be deposited into a fund (the "Target Value Reserve Fund") for distribution to the Charter Municipalities that become Joining Members as a supplement to rebates provided by Fiberight to Joining Members, all as directed by the MRC. In the first thirty-six months following the Commercial Operation Date, the MRC shall distribute (i) to Equity Charter Municipalities that are Joining Members \$5.00 per ton for each ton delivered to the Facility, and (ii) to New Charter Municipalities that are Joining Members \$3.00 per ton for each ton delivered to the Facility; provided, however, that such payments will be made only to the extent that funds are available therefor and only to the extent necessary in order to achieve a net disposal cost, after payment of all other rebates, of \$65.00 per ton for Joining Members which are Equity Charter Municipalities and \$67.00 per ton for Joining Members which are New Charter Municipalities. Thereafter, distributions from the Target Value Reserve Fund shall be made on such basis as may be approved by the MRC Board of Directors at a properly-noticed meeting in accordance with the MRC Bylaws.
3. **Operating Account and Operating Budget Stabilization Fund.** Upon expiration of the Existing PERC Contracts, the MRC shall manage and dispose of the funds in the Operating Account and the Operating Budget Stabilization Fund as follows:
- Pay Departing Municipalities their allocable share of the Operating Budget Stabilization Fund as of the date of termination of the Existing PERC Contracts, as determined by cumulative application of the Transaction Guidelines and other policies that have been used to make such allocations since 1998.
 - Retain the remaining funds in the Operating Account and Operating Budget Stabilization Fund to support administrative costs of the MRC beyond termination of the Existing PERC Contracts.
4. **Debt Service Reserve Fund.** The MRC shall manage the allocation of funds released from the Debt Service Reserve Fund as follows:
- (a) First, pay the costs of securing the release of the funds.

- (b) Second, pay costs of the Equity Charter Municipalities in the dissolution of the PERC Partnership, including the costs to the MRC of representing the Equity Charter Municipalities in the course of such dissolution.
- (c) Third, pay the Equity Charter Municipalities their allocable share of the Debt Service Reserve Fund as determined based on the relative shares of tonnage delivered by each Charter Municipality during the term of the financing to which the Debt Service Reserve Fund relates, which payments shall be net of the costs of subsections (a) and (b) above and net of any amounts held in reserve until the full cost of dissolution is known.

By the end of calendar year 2018, the MRC shall identify the amounts from the Debt Service Reserve Fund that have been used to pay costs per subsections (a) and (b) above; that are being held in reserve in anticipation of additional future costs; and that are available for payment to each Equity Charter Municipality. The MRC shall make such payments, if any, promptly after such decision has been made in 2018, and shall make subsequent and final payments promptly after confirming the extent to which reserve funds continue to be needed.

5. PERC Partnership Limited Partnership Interests. An Equity Charter Municipality's partnership interest in the PERC Partnership shall continue to be administered by the MRC and shall be disposed of as provided in the PERC Partnership Agreement until either (a) the Partnership is dissolved and its affairs concluded; or (b) Municipality has divested itself of any and all ownership shares in the Partnership. Municipality hereby affirms its authorization of the MRC to represent its partnership interest for all purposes including, but not limited to, determining the value of PERC Partnership interests, approving their disposition and determining or approving the allocable share of any distribution allocable to each Equity Charter Municipality.

6. Non-Charter Municipalities. Non-Charter Municipalities shall make additional payments of \$2.21 per ton over the Initial Term of their agreements with the MRC, which payments shall be added to the Target Value Reserve Fund for the benefit of the Charter Municipalities that are Joining Members. Unless the MRC Board of Directors determines otherwise for good cause shown, Departing Municipalities that subsequently are re-admitted to membership in the MRC shall, as a condition to their re-admittance, repay funds previously distributed to them from the Tip Fee Stabilization Account and the Operating Budget Stabilization Account, shall be regarded as Non-Charter Municipalities for purposes of this paragraph only, and shall be obligated to make payments to the Target Value Reserve Fund as contemplated hereby on the same basis as other Non-Charter Municipalities.

Exhibit C
to the Municipal Joinder Agreement
Components of Ratification

1.0 Execution of the Joinder Agreement

- Contact information for administrator of the Agreement
- Signed original version of the Agreement
- Evidence to confirm proper authorization and execution of the Agreement (e.g., minutes recording action by the appropriate legislative authority; sworn statement by the Town Clerk, etc.)
- Legal opinion or certificate as to enforceability of the Agreement and delegation of authority by municipal counsel

2.0 Baseline information on Joining Members

- Value for estimated annual minimum deliveries in tons per year, with description of geographic area (municipal boundaries or other designations) to which the value applies. Identify sources of municipal waste from separate authorities (e.g., schools) and confirm they are included.
- Description of method for MSW collection and delivery as of the Effective Date (including vehicle or container type and capacity, and whether municipal or private), and method for directing deliveries to the Facility
- List of MSW diversion and materials recycling programs sponsored by the Municipality as of the Effective Date, including organics diversion programs

3.0 Joining Member preference items

- Interest in regional approach to transfer or haul to the Hampden Facility
- Preferred bypass arrangements: direct to Facility or direct to Crossroads Landfill
- Interest in delivery of source-separated recyclables or clean wood or brush
- Interest in technical assistance in deciding whether to sustain or discontinue a recycling program
- Interest in regional approach to management of tires and other Unacceptable Wastes, and textiles and other potential Residual Wastes

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and entered into as of the ____ day of _____, 2016, by and between PENOBSCOT ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP, a Maine limited partnership, and _____, a _____.

RECITALS:

WHEREAS, the Municipality needs a comprehensive, environmentally sound, reliable, long-term management strategy for handling the present and projected volumes of non- hazardous Solid Waste generated within the Municipality;

WHEREAS, it is the policy of the State of Maine, as directed through the State of Maine's adoption of the Solid Waste Hierarchy, to reduce the volume of Solid Waste going into landfills, to recycle Solid Waste whenever possible, and to maximize resource recovery;

WHEREAS, improved waste management within the region of which the Municipality is a part will serve the goals of (1) recovering energy from waste; (2) reducing the indiscriminate disposal of waste; (3) coordinating Solid Waste management among political subdivisions; and (4) developing and maintaining financially secure waste facilities;

WHEREAS, the State of Maine requires that each municipality provide for the disposal of domestic and commercial non-hazardous Solid Waste generated within such municipality;

WHEREAS, Solid Waste issues present communities with serious long-term financial, management, governmental and technical problems in the disposal of Solid Waste;

WHEREAS, the effective management of Solid Waste is crucial to the continued financial well-being of the Municipality and the region of which it is a part;

WHEREAS, PERC owns and operates the PERC Facility that recovers certain recyclable materials and otherwise converts Solid Waste into energy in the Town of Orrington, Penobscot County, Maine;

WHEREAS, the Municipality is willing to commit to delivering to PERC and the PERC Facility the post-recycled Solid Waste generated within the Municipality under its direct control so as to assure the ongoing supply of Solid Waste to the PERC Facility for a fixed period of time as defined below; and

WHEREAS, this Agreement will only become effective upon the satisfaction of certain requirements as provided in Section 5 below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties hereto, and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1.) Definitions. The terms defined in this Section 1 (except as may be otherwise expressly provided in this Agreement or unless the context otherwise requires) shall, for all purposes of this Agreement, have the following respective meanings:

(a) Acceptable Waste. The term "Acceptable Waste" shall mean all combustible Solid Waste that the Municipality shall deliver, or cause to be delivered, to the PERC Facility for disposal as may be limited by federal, state, and local laws, ordinances, permits, regulations, approvals and restrictions as they may apply to the receiving facility except for the following:

- (1) demolition or construction debris from building and roadway projects or locations;
- (2) liquid wastes or sludges;
- (3) abandoned or junk vehicles;
- (4) Unacceptable Waste;
- (5) dead animals or portions thereof or other pathological wastes;
- (6) water treatment facility residues;
- (7) tree stumps;
- (8) tannery sludge;
- (9) waste oil;
- (10) discarded white goods such as freezers, refrigerators, washing machines, etc.;
- (11) electronic waste including, without limitation, television sets, computers, computer monitors, and computer accessories) all as determined by PERC from time-to-time;
- (12) Acceptable Waste that, in the reasonable judgment of PERC and based solely upon a visual inspection of the Acceptable Waste, has a BTU content of not less than four thousand (4,000) BTUs per pound unless the Acceptable Waste fails to meet the aforementioned BTU minimum requirement solely because of the moisture content of such Acceptable Waste and such moisture content is due primarily to abnormally wet weather conditions; or

- (13) Solid Waste which, in the reasonable judgment of PERC and based upon a visual inspection at the time of deliver, could, if processed, result in (a) damage to the PERC Facility, (b) the interruption of normal operations of the PERC Facility, or (c) PERC incurring extraordinary processing or maintenance costs.
- (b) Agreement. The term “Agreement” shall mean this Waste Disposal Agreement as amended from time to time and any successors hereto.
- (c) Control. The term “Control” shall mean, for the purposes of the delivery of Acceptable Solid Waste by the Municipality to the PERC Facility, Acceptable Waste that is collected and delivered directly by the Municipality, its employees or agents, or by a hauler under contract with, and at the direction of, the Municipality.
- (d) Municipality. The term “Municipality” shall mean _____.
- (e) PERC. The term “PERC” shall mean Penobscot Energy Recovery Company, Limited Partnership, a Maine limited partnership.
- (f) PERC Facility. The term “PERC Facility” shall mean that certain waste-to-energy facility owned by PERC and located on Industrial Way in Orrington, Maine.
- (g) Solid Waste. The term “Solid Waste” shall mean non-hazardous solid materials with insufficient liquid content to be free-flowing which are of no value to the immediate source from which they emanate as evidenced by their disposal, discard, or abandonment without consideration in return including, but not limited to, ordinary household, municipal, institutional, and commercial wastes, all as may be defined or limited by applicable federal, state and local laws, ordinances, permits, regulations, licenses, approvals, and restrictions.
- (h) Solid Waste Hierarchy. The term “Solid Waste Hierarchy” shall mean the enunciated state government priorities with respect to the generation and disposal of solid waste within the State of Maine as set forth in 38 M.R.S. §1302 or any successor thereto.
- (i) Term. The term “Term” shall have the meaning specified in Section 6.
- (j) Tipping Fee. The term “Tipping Fee” shall have the meaning specified in Section 3(c) below.
- (k) Transportation Vehicles. The term “Transportation Vehicles” shall mean motorized vehicles necessary for the Municipality to transport (or cause to be transported) the Acceptable Waste to the PERC Facility including, without limitation, tractors, trailers, and “packer” trucks (front load and rear load), all of which must be self-unloading.
- (l) Unacceptable Waste. The term “Unacceptable Waste” shall mean all Solid Waste that is not Acceptable Waste including, without limitation, (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the facility in question pursuant to any applicable federal, state or local laws, rules, regulations, or

permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; or (c) any other material that the receiving party reasonably concludes would require special handling outside the normal course or presents an endangerment to its facility, the public health or safety, or the environment.

2.) Representations and Warranties. Each party hereto represents and warrants to the others that:

(a) it is duly organized, validly existing, and qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

(b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party;

(d) the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws (or other constituent documents) of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which such party is bound;

(e) it and any subcontractors have all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform its respective obligations hereunder; and

(f) These warranties shall survive the expiration or earlier termination of this Agreement.

3.) Municipality Delivery Obligations. During the Term, the Municipality agrees to the following:

(a) The Municipality shall deliver all Acceptable Waste under its Control that is generated within the Municipality to the PERC Facility. The Municipality further agrees that it will not deliver Acceptable Waste collected by the Municipality to any landfill, or other solid waste disposal facility, except in instances where it first obtains prior written consent from PERC to do so. Furthermore, in the event that the Municipality uses a transfer station (or any other type of unloading, loading or transloading facility), Municipality acknowledges that Municipality is obligated to ensure that any Solid Waste under its Control delivered to such transfer station shall be delivered to the PERC Facility. The Municipality agrees to use its best efforts to avoid delivering any Unacceptable Waste to the PERC Facility and shall not knowingly mix any Unacceptable Waste with Acceptable Waste.

(b) The Municipality acknowledges and agrees that the Municipality (or a hauler or other designated representative hired by the Municipality) may be denied entrance to the

PERC Facility (or to a transfer station serving the PERC Facility) by PERC if Solid Waste is delivered at any time other than the PERC Facility's (or transfer station's) standard receiving hours or if the Municipality has not paid the Tipping Fee, or if PERC has a reasonable basis to believe that a vehicle contains Unacceptable Waste.

(c) The Municipality shall pay to PERC the tipping fee (the "Tipping Fee") for each ton of Solid Waste delivered by the Municipality to the PERC Facility as described on Schedule A which is attached hereto and incorporated herein by reference.

4.) PERC's Obligations. During the Term, PERC agrees to the following:

(a) PERC will accept all of the Acceptable Waste delivered by the Municipality (or by a hauler under contract with, and at the direction of, the Municipality) to the PERC Facility.

(b) That PERC currently has, and shall have throughout the Term, the ability and capacity to accept the Acceptable Waste.

(c) Deliveries by the Municipality to the PERC Facility of the Acceptable Waste shall be recorded separately. Unless otherwise agreed to by the parties hereto, each incoming Transportation Vehicle shall be labeled with a unique vehicle number and hauler code. Each incoming Transportation Vehicle shall be individually weighed at the time of arrival at the PERC Facility to determine the incoming Transportation Vehicle's gross truck weight. After being unloaded, but prior to departing from the PERC Facility, the incoming Transportation Vehicle shall be weighed empty at the PERC Facility to determine its tare weight (to the nearest hundredth of a ton).

(d) A multi-part weigh ticket shall be produced for each such incoming Transportation Vehicle which weigh ticket shall show (1) the incoming Transportation Vehicle's tare and gross truck weights, (2) the number of tons of Acceptable Waste being delivered to the PERC Facility by the incoming Transportation Vehicle (to the nearest hundredth of a ton), (3) the time of the delivery, and (4) the incoming Transportation Vehicle's vehicle identification number. The weigh ticket shall be signed by PERC's scale house operator and the driver of the incoming Transportation Vehicle. PERC and the driver shall each receive a copy of the weigh ticket.

(e) PERC shall retain all weigh tickets for a period of not less than three (3) years. The weight record shall be used by PERC as the basis for invoicing the Municipality. The Municipality (or any other person acting as the agent for, and at the direction of the Municipality) shall have the right to inspect PERC's weight records of Acceptable Waste deliveries upon reasonable written request. Such inspections shall be conducted during business hours in such a manner as to not unreasonably interfere with PERC's business operations.

(f) PERC shall submit a weekly invoice to the Municipality indicating (i) the number of tons of Acceptable Waste disposed of at the PERC Facility during the prior week; and (ii) the fees due therefor pursuant to Section 3. All such invoices shall be due and payable by the Municipality within thirty (30) days from the date of the invoice.

5.) Necessity of Delivery Obligations. Both the Municipality and PERC acknowledge and agree that this Agreement is being signed so that (a) the Municipality can be assured of continuing the Municipality's comprehensive and environmentally sound disposal of its non-hazardous Solid Waste generated within the Municipality and that is under its direct Control; and (b) PERC can be assured of a steady supply of post-recycled Solid Waste from the Municipality to the PERC Facility for a fixed period. After signing this Agreement, both the Municipality and PERC acknowledge and agree that PERC needs to receive commitments for the delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses so as to assure the continued operation of the PERC Facility. PERC and the Municipality acknowledge and agree that the above-described necessary commitments for delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses to assure the continued operation of the PERC Facility must occur on or before February 18, 2017 and must equal, in the aggregate, one hundred eighty thousand (180,000) tons per year.

6.) Term. The Term of this Agreement shall begin on April 1, 2018 and shall expire on the date specified in Schedule A (including any renewals thereof as provided in Schedule A) unless earlier terminated as provided herein (the "Term").

7.) Termination. The parties hereto acknowledge and agree that this Agreement shall terminate as follows:

(a) Except as provide in Schedule A (relating to the automatic renewal of the Agreement), upon the expiration of the Term; or

(b) Upon mutual written agreement of the Municipality and PERC; or

(c) By either party by providing written notice to the other party if the other party commits a material breach of this Agreement, and the breach is not cured within sixty (60) days after receipt of written notice from the party not in breach, stating the nature of the breach; or

(d) In the event of a "Deemed Termination" by the Municipality as that term is defined in Schedule A; or

(e) By either party, in the event that PERC does not receive written commitments for the delivery of Acceptable Solid Waste as provided in Section 5 above;

(f) By either party, in the event that there is a delay in either party's performance of its obligation hereunder as provided in Section 10(f) hereunder; or

(g) By either party by providing written notice to the other party in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the other party, or the appointment with or without such other party's consent of an assignee for the benefit of creditors or of a receiver for such other party, or the going into liquidation voluntarily or otherwise for the making of a composition with creditors of such other party.

8.) Indemnification. PERC agrees to indemnify, defend and hold harmless the Municipality and its managers, employees and agents, and the Municipality agrees to indemnify,

defend and hold harmless PERC and its directors, officers, owners, managers, employees and agents, from and against all loss, liability, damage and expense (including attorneys' fees and expenses incurred in enforcing this indemnification), arising out of or relating to (i) any breach by an indemnifying party of this Agreement, (ii) any negligent or willful act or omission of an indemnifying party, or (iii) any violation by an indemnifying party of applicable laws, regulations, permits or licenses. The indemnifying party shall be entitled to control (at its sole expense) the defense of any claim, action, suit or proceeding giving rise to an obligation of such indemnifying party to provide indemnification under this Section 8; provided, however, that no settlement thereof may be entered into without the written consent of the indemnifying party and the indemnified party, which consent shall not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement shall constitute a waiver or diminution by the Municipality of any immunities or statutory limitations on liability under Maine law, nor shall anything in this Agreement be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity or any of its officers, officials, agents or employees pursuant to any applicable State or Federal statutory law, common law or any privileges or immunities as may be provided by law.

9.) Municipal Outreach Meetings. Effective as of April 1, 2018, PERC shall schedule and conduct, at least once in any 12-month period and more often on an as-needed basis, meetings between the PERC management and all non-owner municipal customers for the specific purpose of allowing the exchange of information concerning the operation of PERC and to provide a means for the municipal customers to provide input to the PERC management relative to those operational issues. Written notice of the scheduling of all such meetings shall be issued at least 15 calendar days before any such meeting through notices mailed to the municipal customer at its last designated contact address as provided herein.

10.) Miscellaneous.

(a) Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

PERC	Penobscot Energy Recovery Company, Limited Partnership 29 Industrial Way Orrington, Maine 04474 Attn: John Noer
------	--

The Municipality _____

(b) Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Maine except for conflicts of laws provisions that would apply the substantive law of another state.

(c) Venue. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the parties hereto.

(d) Limitation of Liability. Except for damages resulting from fraud, neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

(e) Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

(f) Force Majeure.

(1) "Force Majeure" shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Execution Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

(2) Neither party shall be liable to the other for damages without limitation (including liquidated damages) if and to the extent such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force

Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

- (3) In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter during the continuation of delayed performance, terminate this Agreement.

(g) Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had among the parties hereto related to the subject matter of this Agreement are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon among the parties hereto with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, no party relying upon any statement or representation, not embodied in this Agreement, made by any other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

(h) Amendment. This Agreement cannot be amended, modified or supplemented, nor can any term or condition be waived in whole or in part, except in writing and signed by all of the parties hereto.

(i) Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by any party hereto of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by such party giving such waiver. No waiver by any party hereto with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

- (k) Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.
- (l) Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (m) Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the other parties, such consent to not be unreasonably withheld, conditioned or delayed, except (a) to its parents, subsidiaries and affiliates provided that the assigning party shall remain liable for all of the obligations hereunder, (b) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (c) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.
- (n) Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.
- (o) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- (p) No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.
- (q) Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- (r) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

PERC:
THE PENOBSCOT ENERGY RECOVERY
COMPANY, LIMITED PARTNERSHIP

By: USA Energy Group, LLC
Its: General Partner

By: _____
Its: President

MUNICIPALITY:

By: _____
Its:

By: _____
Its:

By: _____
Its:

By: _____
Its:

Municipality: _____

SCHEDULE A
TO THAT CERTAIN WASTE DISPOSAL AGREEMENT
DATED AS OF THE
___ DAY OF _____, 2016

1.) Statement of Intent. The parties hereto acknowledge and agree that it is the policy of the State of Maine, as directed through the State of Maine's adoption of the Solid Waste Hierarchy, to reduce the volume of Solid Waste going into landfills, to recycle Solid Waste whenever possible, and to maximize resource recovery from the Solid Waste. The parties hereto also understand that the effective management of Solid Waste is crucial to the continued financial well-being of the Municipality. Because of this, the Municipality is seeking a comprehensive, environmentally sound, reliable, long-term strategy for managing the present and projected volumes of non-hazardous Solid Waste generated within the Municipality. PERC owns and operates the PERC Facility that has effectively and efficiently, for many decades, accepted Solid Waste, recovered certain recyclable materials, and otherwise converted Solid Waste into energy. Both the Municipality and PERC seek to have the PERC Facility to continue operating and the delivery of a predictable stream of Acceptable Waste to the PERC Facility is essential for the continued operation of the PERC Facility. Based on the foregoing, the purpose of the parties entering into this Agreement is to allow (a) the Municipality to effectively manage its Solid Waste within the Solid Waste Hierarchy; and (b) PERC to continue to serve the communities in reducing and reusing its Solid Waste. Therefore, in accordance with the terms of the Solid Waste Hierarchy, the Municipality is willing to commit to delivering to PERC and the PERC Facility all Acceptable Waste generated within the Municipality and under its Control so as to assure the ongoing supply of Acceptable Waste to the PERC Facility for a fixed-period of time as defined below.

2.) Term of Agreement and Tipping Fee.

Authorization Signature	Term of Delivery Commitment	Tipping Fee (per ton)
_____	_____, 2018 through _____, 2033	\$84.36
_____	_____, 2018 through _____, 2028	\$89.57

The parties hereto agree that any Agreement signed for either a fifteen (15) year or ten (10) year term shall automatically renew on the same basis unless otherwise terminated, in writing, by either the Municipality or PERC with at least twelve (12) months prior written notice. Also, any contract term that is less than ten (10) years shall be priced on a case-by-case basis and will be based on the then current market pricing. The pricing listed above is guaranteed through June 30, 2016.

3.) Estimated Delivery Amount.

(a) Based on the amount of Acceptable Waste generated by the Municipality in prior years, the estimated annual tonnage to be delivered by the Municipality shall be approximately _____ tons (the "Estimated Tonnage"). Both PERC and the Municipality acknowledge and agree that the Estimated Tonnage described above does not guarantee that the Municipality will deliver a minimum amount of tonnage to the PERC Facility on an annual basis. Rather, the Estimated Tonnage described above is a good faith estimate of the annual tonnage that the Municipality believes will be generated within the Municipality and is under the Municipality's Control and that such Estimated Tonnage is subject to change which is a direct result of the Municipality engaging in increased recycling, repurposing or composting (or other materials management process adopted into, and ranked higher by, the Solid Waste Hierarchy) in accordance with the Solid Waste Hierarchy. Notwithstanding the fact that the Estimated Tonnage described above is not a commitment by the Municipality to deliver a minimum amount of Solid Waste to the PERC Facility, the Municipality acknowledges and agrees that the Waste Disposal Agreement (including this Schedule A) is being signed in good faith by both PERC and the Municipality and that PERC is relying upon the Municipality's commitment to deliver to the PERC Facility the Acceptable Waste generated within the Municipality and that is under the Municipality's Control. It is understood and agreed that PERC supports and agrees with any efforts which the Municipality may undertake to reduce the amount of municipal solid waste which is processed at PERC through such means as recycling, composting and other similar processes. PERC further acknowledges that any such efforts on the part of a Municipality shall not constitute a violation of this Agreement and will not result in a penalty being assessed against the Municipality.

(b) Both the Municipality and PERC believe that the amount of Estimated Tonnage as described above is unlikely to change materially over time. However, if there is a material change in the amount of the Estimated Tonnage, the Municipality will provide written notice to PERC that there has been a material change in the amount of the Estimated Tonnage that will be delivered to the PERC Facility and that such material change is the direct result of a change in the market conditions as to the amount of Acceptable Solid Waste generated within the Municipality that is under its Control.

(c) In the event that PERC becomes aware that the Municipality is not delivering all of the Acceptable Waste generated within the Municipality and under its Control to the PERC Facility as agreed to by the Municipality pursuant to the terms of this Agreement, PERC may give written notice to the Municipality of such delivery failure and both the Municipality and PERC shall meet at the PERC Facility so as to resolve the issue. Such meeting shall occur at such time reasonably agreeable to both PERC and the Municipality but, in no event, more than thirty (30) after delivery of the written notice to the Municipality by PERC. In the event that the Municipality and PERC are unable to resolve such dispute during this meeting, then PERC shall have the right (but no obligation) to declare that this Agreement has been deemed terminated by the Municipality due to the Municipality taking actions that are inconsistent with the terms of this agreement and that have the purpose or effect of interfering with the Municipality's performance of this Agreement (a "Deemed Termination").

4.) Changes to the Tipping Fee – Adjustment for CPI. On April 1, 2019, and on each April 1st thereafter throughout the Term of this Agreement, the Tipping Fee shall be adjusted, either up or down, by a percentage equal to the percentage of change in the CPI for the most recently released 12-month period immediately preceding the date of each such adjustment. The term “CPI” shall mean the Consumer Price Index – All Urban Consumers (U.S. Cities average, all items) as published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated in writing by the parties hereto. The following is an example of how the above-described adjustment to the Tipping Fee will be made:

Example: If the starting Tipping Fee is \$89.57 for a 10-year term contract and the CPI went up or down (as the case may be) by two percent (2%) during the first year of that term, the Tipping Fee would be increased or decreased (as the case may be) for the second year of the 10-year term by \$1.79 to \$91.36 or \$87.78 (as the case may be).

5.) Disposition of Bypass Waste. In the event that there is Acceptable Waste that is under the Municipality’s Control that is delivered to, or is intended to be delivered to, the PERC Facility as provided pursuant to the terms of this Agreement and the PERC Facility is unable to accept such Acceptable Waste (the “Bypass Waste”) then the following conditions and terms shall apply:

(a) All such Bypass Waste shall be transported to the Juniper Ridge Landfill located in Old Town, Maine (the “Juniper Ridge Landfill”).

(b) In the event that the Juniper Ridge Landfill cannot, or will not, accept the Bypass Waste, then, at the option of the Municipality, such Bypass Waste may be transported to the North Country Landfill operated by Casella Waste System and located in Bethlehem, New Hampshire (the “Backup Facility”). Both PERC and the Municipality agree that, in the event the Municipality elects to have the Bypass Waste transported to the Backup Facility, then the Municipality shall pay for any and all costs associated with transporting the Bypass Waste to the Backup Facility.

(c) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill on a temporary basis for whatever reason, including, but not limited to, the PERC Facility being out of service for maintenance or repairs or as the result of a Force Majeure, the Tipping Fee for the Bypass Waste shall be the then existing Tipping Fee under this Agreement as determined pursuant to Section 4 of this Schedule A.

(d) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill or the Backup Facility because of the permanent closing of the PERC Facility, the Tipping Fee payable to PERC shall be Sixty Dollars (\$60.00) per ton, which is the Tipping Fee specified in a contract between PERC and Casella Waste Management dated December 15, 2016 (the “Bypass Tipping Fee”).

(e) On April 1, 2019, and on each April 1st thereafter throughout the Term of this Agreement, , the Bypass Tipping Fee shall be adjusted, either up or down (as the case may be), by a percentage equal to the percentage of change in the CPI for the most

recently released 12-month period preceding the date of each such adjustment. The term "CPI" shall mean the Consumer Price Index – All Urban Consumers (U.S. Cities average, all items) as published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated in writing by the parties hereto.

6.) Early Termination. Notwithstanding the provisions of Section 7 of the Agreement, both PERC and the Municipality acknowledge and agree that this Agreement may be terminated as follows:

- (a) Upon ninety (90) days prior written notice by the Municipality to PERC (the "Municipality Termination"); or
- (b) Upon PERC's determination that a Deemed Termination has occurred.

Within thirty (30) days after a Municipality Termination or a Deemed Termination, the Municipality shall pay to PERC an amount equal to the product of (i) the average annual amount paid (or required to be paid) by the Municipality to PERC for the immediately preceding two (2) years (and taking into account any amounts paid to PERC prior to the beginning of the Term of this Agreement); multiplied by (ii) three (3). In addition to this amount, the Municipality shall pay to PERC all reasonable legal fees and costs incurred by PERC in obtaining this payment.

WASTE DISPOSAL AGREEMENT ADDENDUM

THIS WASTE DISPOSAL AGREEMENT ADDENDUM is made and entered into as of the _____ day of _____, 2016, by and between PENOBSCOT ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP, a Maine limited partnership [hereinafter referred to as "PERC"], and the Municipality of _____, Maine.

RECITALS:

WHEREAS, PERC and the Municipality entered into a certain Waste Disposal Agreement dated _____, 2016, with a term beginning on April 1, 2018; and

WHEREAS, PERC and the Municipality have reached an additional agreement with respect to certain revisions, changes, and amendments to the Waste Disposal Agreement described in the preceding paragraph and wish to memorialize those changes in writing;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties hereto, and the mutual benefits to be gained by the performance hereof, the parties agree to amend the above-described Waste Disposal Agreement [hereinafter referred to as the "Agreement"] as follows:

1. The second sentence of Section 3(a) of the Agreement is hereby amended to read as follows:

"The Municipality further agrees that, except for those instances where Acceptable Waste is delivered with the knowledge and consent of PERC pursuant to the terms contained in Section 5(a) and (b) of Schedule A to the Agreement, it will not deliver Acceptable Waste collected by a Municipality to any landfill or other solid waste disposal facility without first obtaining the prior written consent of PERC to do so."

2. Section 5 of the Agreement is hereby amended by deleting the third sentence, which presently reads as follows:

"PERC and the Municipality acknowledge and agree that the above-described necessary commitments for delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses to assure the continued operation of the PERC Facility must occur on or before February 18, 2017 and must equal, in the aggregate, one hundred eighty thousand (180,000) tons per year."

3. The first sentence in Section 8 is hereby amended to read as follows:

"PERC agrees to indemnify, defend and hold harmless the Municipality and its managers, officers and officials, employees and agents, and the Municipality agrees to indemnify, defend and hold harmless PERC and its directors, officers, owners, managers, employees and agents, from and against all loss, liability, damage and

expense (including attorneys' fees and expenses incurred in enforcing this indemnification), arising out of or relating to (i) any breach by an indemnifying party of this Agreement, (ii) any negligent or willful act or omission of an indemnifying party, or (iii) any violation by an indemnifying party of applicable laws, regulations, permits or licenses."

4. The Agreement is hereby amended by adding the following new Section 10:

"10.) Dispute Resolution. In the event that a dispute should occur with respect to any of the subject matter of this Agreement, the parties agree that they will use their best efforts to resolve the dispute in a mutually acceptable manner. If a dispute has not been resolved by the parties within thirty (30) calendar days of the date on which it is determined to exist by the giving of written notice by one party to the other, the parties agree that any such dispute shall then be submitted to non-binding mediation before a neutral mediator to be chosen by mutual agreement of the parties within ten (10) calendar days. In the event that mediation is not successful in resolving a dispute within thirty (30) calendar days, either party shall have the right to have the dispute judicially resolved before the courts of the State of Maine."

5. The Agreement is hereby amended by renumbering the existing Section 10 under the heading "Miscellaneous" to be Section 11.

6. The Agreement is hereby amended in that part designated as Schedule A by revising the last paragraph of Section 2 to read as follows:

"The parties hereto agree that any Agreement signed for either a fifteen (15) year or ten (10) year term shall automatically renew on the same basis, unless otherwise terminated by either the Municipality or PERC within six (6) months of the commencement of the final year of the then existing term. PERC shall provide written notice to the Municipality at the commencement of the final year of the existing term of its contract with PERC of the fact that, unless the Municipality provides written notice to PERC within six (6) months of the date of that notice that it wishes to terminate the Agreement after the expiration of its then current term, the Agreement shall automatically renew under the provisions of this section. A termination by the Municipality pursuant to the provisions of this section shall not be considered a Deemed Termination under Sections 3(c) and 6(b) or a Municipality Termination under Section 6(a) of this Schedule A and will not result in a penalty being assessed against the Municipality. Also, any contract term that is less than ten (10) years shall be priced on a case-by-case basis and will be based on the then current market pricing. The pricing listed above is guaranteed through June 30, 2016."

7. The last sentence of Section 3(a) of that part of the Agreement designated as Schedule A is hereby amended to read as follows:

"PERC further acknowledges that any such efforts on the part of a Municipality shall not constitute a violation, shall not be considered a Deemed Termination pursuant to Sections 3(c) and 6(b) of this Schedule A and will not result in a penalty being assessed against the Municipality."

8. Section 3(b) of that part of the Agreement designated as Schedule A is hereby amended to read as follows:

“Both the Municipality and PERC believe that the amount of Estimated Tonnage as described above is unlikely to change materially over time. However, if there is a material change in the amount of the Estimated Tonnage, the Municipality will provide written notice to PERC that there has been a material change in the amount of the Estimated Tonnage that will be delivered to the PERC Facility. Any such change in the Estimated Tonnage pursuant to the provisions of this subsection shall not be considered a Deemed Termination pursuant to Sections 3(c) and 6(b) of this Schedule A and will not result in a penalty being assessed against the Municipality.”

9. Section 5 of that part of the Agreement designated as Schedule A is hereby amended by adding the following new subsection at the end thereof:

“(f) In the event that the provisions of this Section 5 concerning the disposition of Bypass Waste become operational and effective, PERC shall use its best efforts at the time of such occurrence to assist the Municipality in all reasonable manners to contain the cost of transporting the Bypass Waste, including, but not limited to, such possible means as the permitting and operation of the PERC Facility site as a transfer station to reduce transportation costs through economies of scale and the development of possible standby transportation contracts, which would be focused on the containment and predictability of future transportation costs in the event of the need for the transportation of Bypass Waste.”

10. In all other respects, the above-described Waste Disposal Agreement between PERC and the Municipality shall remain in full force and effect and shall only be further amended by written agreement of the parties hereto.

PERC:
THE PENOBSCOT ENERGY RECOVERY
COMPANY, LIMITED PARTNERSHIP

By: USA Energy Group, LLC
Its: General Partner

By: _____
Its: President

MUNICIPALITY:

By: _____
Its:

By: _____
Its:

By: _____
Its:

By: _____
Its:

**AMENDMENT NO. 1 TO THE
MASTER WASTE SUPPLY AGREEMENT**

This Amendment No. 1 (the Amendment) is made and executed on this ____ day of _____, 2016, by and between the Municipal Review Committee, Inc. a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "MRC") and Fiberight, LLC, a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland 21227 ("Fiberight", or, together with its successors or assigns, the "Company").

WHEREAS, the MRC and Fiberight have entered into a Master Waste Supply Agreement dated as of January 1, 2016 (the Agreement), pursuant to which the MRC has agreed to seek commitments from municipalities to deliver municipal solid waste (MSW) to a facility in Hampden, Maine that is being developed by Fiberight, and Fiberight has agreed to accept and process such MSW, in accordance with the terms and conditions of that Agreement;

WHEREAS, the MRC and Fiberight wish to amend the Agreement as set forth herein;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Agreement unless explicitly modified herein;

NOW THEREFORE, for good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The sixth recital shall be amended by deleting the following:

"...not less than 150,000 tons per year of..."

2. The first sentence of the definition of "Delivery Commitment" shall be amended to replace the number 150,000 with [TO COME].
3. The following shall be inserted into the second paragraph of the definition of "Force Majeure" as items (vii) and (viii):

"(vii) An event involving delivery of Unacceptable Waste to the Facility and having a cost for handling, removal, and remediation of more than \$1.0 million in excess of amounts recoverable either from insurance proceeds or from an identified negligent party, and

(viii) Invalidation of a flow control ordinance adopted by a Joining Member."

4. In Section 3.1, the first paragraph shall be replaced with the following:

“Delivery Commitments in Advance of Construction. The MRC shall secure commitments from Joining Members to deliver Acceptable Waste to the Facility during the term of this Agreement. Each such commitment shall be evidenced by a Joinder Agreement substantially in the form of Exhibit C with the final form to be approved by the MRC and the appropriate legislative body of the Joining Member. For the purposes of this agreement, the Delivery Commitment shall be determined as the sum of the Estimated Delivery Amount in Section 3.3(b) of each Joinder Agreement that has been executed as of the date of Financial Close as that term is defined in the Site Lease. Fiberight acknowledges that each Joining Member has determined the Estimated Delivery Amount in its Joinder Agreement in good faith on the basis of its best estimate of actual deliveries of Acceptable Waste in 2018 and thereafter, accounting for recent trends in deliveries as interpreted by the Joining Member and adjusted for foreseeable events that might cause departures from recent trends in the near future in the judgment and discretion of the Joining Member.”

5. In Section 3.1(iv), the following shall be inserted at the end of the section:

“Fiberight further acknowledges that Joining Members may, without the prior consent of Fiberight, sponsor programs for diversion of edible food waste to food pantries or other distribution points, use food scraps as soil nutrients in community projects, and promote back-yard composting of food scraps by residents.”

6. In Section 3.2, the number 150,000 shall be replaced with [TO COME].

7. In Section 3.3, the number 150,000 shall be replaced with [TO COME].

8. In Section 3.5(i), the number 150,000 shall be replaced with [TO COME].

9. The following shall be inserted after the first complete sentence of Section 4.3:

“The Company shall not knowingly permit delivery to or acceptance at the Facility of Unacceptable Waste. The Company shall use reasonable care to identify and remove Unacceptable Waste from waste delivered to or accepted at the Facility at the earliest point of acceptance and handling.”

10. The first portion of the second clause of what is currently the sixth sentence of Section 4.3 shall be amended to read as follows:

"provided, however, that the Company reserves the right to pass any uninsured handling and disposal expenses and costs for environmental clean-up and remediation that result from the delivery of Unacceptable Waste to the Facility (other than deliveries of Unacceptable Waste knowingly permitted to be made by the Company or with respect to which the Company has failed to use reasonable care to identify and remove Unacceptable Waste)...through first..."

11. In Section 5.1, the sentence that reads as follows shall be deleted in its entirety:

“ In the event that the Company provides a formal proposal for amendment of the Tipping Fee that the MRC agrees is reasonable and necessary for the Company to continue operation of the Facility on a sustainable basis, the MRC will facilitate presentation by the Company of such proposed amendment to the Joining Members for their consideration.”

12. The existing Section 13.5 shall be relabeled as 13.5(a) and the following shall be inserted as Section 13.5(b):

“In the case of a Force Majeure due to invalidation of a flow control ordinance pursuant to Item (viii) of the definition of Force Majeure, the Parties agree as follows:

- (i) As mitigation of the potential impacts of such Force Majeure, the MRC shall work with the affected Joining Members to (x) seek a stay of, and pursue to the extent reasonable an appeal of, such invalidation; (y) act expeditiously to institute a lawful and economically feasible program to encourage commercial haulers and waste generators located within the borders of such Joining Member to direct Acceptable Waste under their control to the Facility; and (z) seek to cause the governing authority of such Joining Member to act on a timely basis to amend its existing flow control ordinance, or enact a new or modified or replacement ordinance, that would to the extent possible remedy the provision or condition that led to the invalidation of the original ordinance.
- (ii) To the extent that the MRC and the affected Joining Members comply with Section 13.5(b)(i) above, the Company agrees to waive any right it might have to charge the MRC Delivery Sufficiency Payments under Sections 3.7 and 3.8 of the Master Waste Supply Agreement that are attributable to such invalidation.”

13. In Exhibit F, Section 1.0(c), the number 150,000 shall be replaced with [TO COME].

14. In Exhibit F, Section 1.0(f), the entire clause shall be replaced with the following:

“RevMP_{baseline} shall be calculated as the sum of (x) \$[TO COME] million per year for the Contract Year that starts on the Commercial Operation Date, which shall escalate thereafter during the Term on an annual basis to reflect any annual percentage change in the CPI on the same basis as changes due to escalation in the Tipping Fee per Section 5.1; and (y) \$125,0000 per year, which shall not escalate. The value of RevMP_{baseline} shall be pro-rated for any Contract Year that is not a complete year.”

15. In Exhibit F, the following shall be added to the end of Section 1.0(g):

“Moreover, for the purposes of the calculations, (x) in no event shall $[\text{RevTF}_{\text{contract year}} - \text{RevTF}_{\text{baseline}}]$ be less than zero; and (y) in no event shall $[\text{RevMP}_{\text{contract year}} - \text{RevMP}_{\text{baseline}}]$ be less than zero.”

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a sealed instrument as of the date first written above.

MUNICIPAL REVIEW COMMITTEE

By:
Name:
Title:

FIBERIGHT, LLC

By:
Name:
Title:

DRAFT

RESOLVE #2016-87 TO APPROVE EXCEEDING THE LD1 LIMIT FOR THE 2016-17
BUDGET IN THE AMOUNT OF \$44,208

Whereas, pursuant to Maine law, if a municipality exceeds the growth in the municipal budget by more than the allowed growth factor it must formally vote to approve the exceedance, and

Whereas, due to reduced reserve budgeting in 2015/16 the municipal budget on which the current year calculation is based is artificially low, and

Whereas, the budget as adopted by the Bucksport Town Council will result in a reduction in the mil rate from 2015-16 by .60 per thousand,

Be it resolved by the Bucksport Town Council in Town Council assembled to exceed the LD1 Limit for the 2016-17 year in the amount of \$44,208.

Acted on June 30, 2016

Yes _____ No _____

Attested by: Kathy Downes, Town Clerk

2017 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET 06-28-2016 FINAL

Questions? Call the Office of Policy and Management - 480-3090. Or visit <http://www.maine.gov/economist/ld1/index.shtml>

Municipality: BUCKSPORT Contact Person*: J. E. Fitzgerald Phone Number: 469-7949

* The Contact Person should be able to answer clarifying questions about the reported information.

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2015 refers to the budget year that ended at the end of 2015 or early 2016. The use of the term 2016 refers to the budget year that will end at the end of 2016 or in early 2017.

Fiscal Year Municipalities - For communities with "fiscal year" budgets, the use of the term 2015 refers to the July 1, 2015 to June 30, 2016 budget year. The use of the term 2016 refers to the July 1, 2016 to June 30, 2017 budget year.

LAST YEAR'S (2015) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2015 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's limit on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's limit on Line 1 below.

1. LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT \$2,089,501

- If last year the municipality voted to INCREASE the limit PERMANENTLY, complete Steps A-D below. The information needed for this calculation is on the Municipal Tax Assessment Warrant, filed in the Valuation Book.

- A. Last year's Municipal Appropriations (Line 2, 2015 Municipal Tax Assessment Warrant) na
B. Last year's Total Deductions (Line 11, 2015 Municipal Tax Assessment Warrant) na
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) na
D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above. na

CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

- 2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2015 (or most recent year available) \$7,755,738
3. Total Taxable Value of Municipality on April 1, 2015 (or most recent year available) \$432,596,828
4. Property Growth Factor (Line 2 divided by Line 3) 0.0179
5. Income Growth Factor (provided by Office of Policy and Management) 0.0267
6. Growth Limitation Factor (Line 4 plus Line 5) 0.0446
7. Add 1 to the Growth Limitation Factor calculated in Line 6. 1.0446
(For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)

CALCULATE 2015-2016 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.

8. 2015 Municipal Revenue Sharing	<u>\$200,000</u>
9. 2016 Estimated Municipal Revenue Sharing	<u>\$324,500</u>
10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11	<u>na</u>
11. If Line 9 is greater than Line 8, then complete 11A & 11B below.	
A. Multiply Line 8 by Line 7.	<u>\$208,926</u>
B. Calculate Line 9 minus Line 11A. Enter result at right. (If result is negative, enter "0".)	<u>\$115,574</u>

CALCULATE THIS YEAR'S (2016) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.

12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7) \$2,182,752

13 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT

If Line 9 is greater than Line 8 (revenue sharing increased), you MUST subtract Line 11B from Line 12. This is required.

OR If Line 9 is less than Line 8 (revenue sharing decreased), you MAY add Line 10 to Line 12. This is optional.

- Enter result at right. \$2,067,178

CALCULATE THIS YEAR'S (2016) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2016 Municipal Tax Assessment Warrant, filed in the Valuation Book.

A. This year's Municipal Appropriations (Line 2, 2016 Municipal Tax Assessment Warrant) \$5,139,029

B. This year's Total Deductions (Line 11, 2016 Municipal Tax Assessment Warrant) \$3,027,643

C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) 0

14 **THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY** (Add Lines A and C, and subtract Line B) \$2,111,386

15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) (\$44,208)
(If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16 Did the municipality vote to EXCEED the limit ONCE (just this year)? NO YES

(Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)

If "yes", please describe why:

17 Did the municipality vote to INCREASE the limit PERMANENTLY (for current and future years)? NO YES

(Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)

If "yes", please describe why:

RESOLVE #2016-88 TO VOTE FOR JAMES SMITH AND SUSAN LESSARD FOR APPOINTMENT TO THE MAINE MUNICIPAL ASSOCIATION LEGISLATIVE POLICY COMMITTEE

Whereas, James Smith, Assistant City Manager of Brewer and Susan Lessard, Town Manager of Bucksport have been nominated to serve on the Maine Municipal Association Legislative Policy Committee representing Senate District 8, and

Whereas, members of the Maine Municipal Association elect representatives to the Legislative Policy Committee every two years, and

Whereas, the Town of Bucksport is a member of the Maine Municipal Association and entitled to participate in the election of Legislative Policy Committee Members,

Be it resolved by the Bucksport Town Council in Town Council assembled to cast votes for Susan Lessard and James Smith as candidates for the Maine Municipal Association Legislative Policy Committee to serve from July 1, 2016 through June 30, 2018.

Acted on June 30, 2016

Yes _____ No _____

Attested by: Kathy Downes, Town Clerk

9K

OFFICIAL BALLOT – District 8

Maine Municipal Association's Legislative Policy Committee

July 1, 2016 – June 30, 2018

VOTE FOR TWO:

Susan Lessard, Manager, Town of Bucksport

James Smith, Asst. Manager, City of Brewer

_____ (name) _____ (position) _____ (municipality)  write in)

Candidate Profiles Are On Reverse Side

MUNICIPALITY: _____ DATE: _____

BY SELECTMEN/COUNCILORS:

_____ signature

_____ print name

Return by 5:00 p.m., August 5, 2016 to:

Laura Ellis, Maine Municipal Association
60 Community Drive, Augusta, ME 04330

Fax: 624-0129

(over)

LPC Senate District 8

Bradley
Brewer
Bucksport
Burlington
Castine
Clifton

Dedham
Eddington
Great Pond
Holden
Lincoln
Lowell

Orland
Orrington
Penobscot
Verona Island

Candidate Profile:

Susan Lessard serves as the Town Manager in Bucksport and prior to that was Interim Manager there. Ms. Lessard also served as Town Manager in Hampden for 15 years, Vinalhaven for seven years, Fayette for two years and Livermore Falls for two years. She is a Past President of MMA's Executive Committee and has also served on the LPC in the past. Ms. Lessard would like to serve another term in order to be able to contribute to the process and to assist in presenting reasoned and responsible responses to legislation that is proposed.

James Smith has been the Assistant City Manager in Brewer for the past seven years. Mr. Smith served on the LPC for the past three terms and would like to continue his work on issues impacting local government.

RESOLVE #R-2016-89 TO AUTHORIZE THE TOWN MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE BUCKSPORT BAY HEALTHY COMMUNITIES COALITION

Whereas, the Town of Bucksport has approved Memorandums of Understanding (MOU) with the Bucksport Bay Healthy Communities Coalition in the past; and,

Whereas, the Town has served as a designated fiscal agent for BBHCC in order to be eligible for and/or receive certain grants and other funding; and,

Whereas, the RSU 25 is now acting as the fiscal agent for the BBHCC; and

Whereas, it is of importance that the Town and BBHCC continue a partnership relationship in order to coordinate planning and the delivery of health, public health, emergency preparedness, and social service programs to improve the health and quality of life of Bucksport Citizens; and,

Whereas, certain roles and responsibilities should be laid out in a MOU in order to clarify them for BBHCC and the Town of Bucksport;

Be it resolved by the Bucksport Town Council in Town Council approves the signing of the Memorandum of Understanding between the Town of Bucksport and BBHCC which covers the period from July 1, 2016 to June 30, 2017.

Acted on June 30,2016

Yes ____ No ____ Abstained ____

Attested by: Kathy Downes, Town Clerk

Memorandum of Understanding
Between Bucksport Bay Healthy Communities Coalition
and
Town of Bucksport
July 1, 2016 — June 30, 2017

1. **Parties:** The Town of Bucksport (the Town) is a municipality duly incorporated under Maine law with all rights, authorities and obligations provided by law. The Bucksport Bay Health Communities Coalition (BBHCC) is a Comprehensive Community Health Coalition that serves the towns of Bucksport, Orland, Prospect and Verona Island. BBHCC is directed by a Board (the BBHCC Board) which is responsible for overall policy and direction of BBHCC and for day-to-day operations of collaborative projects and grants. The Town and BBHCC and/or the BBHCC Board are referred to collectively as the Parties.

2. **Purpose:** To coordinate planning and the delivery of health, public health, emergency preparedness, and social service programs to improve the health and quality of life of Bucksport citizens. Such planning efforts will focus on the highest priority health areas as identified in the coalition's Community Health Improvement Plan in addition to municipal comprehensive plan recommendations. This collaboration will promote volunteerism as an important building block in meeting the current and future needs of Bucksport citizens. Coordination of existing programs is paramount so that public funds are used efficiently and effectively without duplication of effort. This Memorandum of Understanding (MOU) sets out the roles and responsibilities of the BBHCC Board and the Town in this relationship.

3. **Responsibilities of the Parties:**

(A) For purposes of this MOU, the role and responsibilities of the BBHC Board are to:

- 1) Determine community priorities and program plans in consultation with the town of Bucksport;
- 2) Oversee the development and implementation of the BBHCC work plan;
- 3) Communicate work plan strategies through appointed municipal representative.
- 4) Respond to requests from town office staff and community residents for information on needed community services;
- 5) Respond to municipal requests for assistance with public health emergencies and community disasters;
- 6) Respond to requests from Town Health Officer for assistance with community education and emergency preparedness needs.
- 7) Convene meetings of local town health officers to discuss regional public health planning

needs, as requested;

- 8) Assist the town in developing plans to meet the needs of vulnerable populations such as older adults when requested.
- 9) Conduct an annual review of progress in implementing Health Improvement Plan recommendations.

(B) For purposes of this MOU, the role and responsibilities of the Town of Bucksport are to:

- 1) Act as a collaboration partner with BBHCC in coordinating municipal plans and programs to improve the health and quality of life of Bucksport citizens;
- 2) Designate a minimum of one Town representative to serve on the BBHCC Board to ensure open communication between BBHCC Board and the Town;
- 3) Provide office and meeting space for the BBHCC Health Planning Director functions and provide adequate technology, as reasonably determined by the Town, and utility services such as electricity, Internet and telephone;
- 4) Include representatives of BBHCC to serve on the town's Comprehensive Planning Committee to share health information and proposed strategies from the BBHCC Community Health Improvement Plan and other important public health data;
- (5) Research with representatives of BBHCC opportunities to secure grant funding to implement program and services to improve the health and wellbeing of Bucksport citizens;
- (6) Notify the BBHCC board of any community concern that may involve strategic planning areas that have been mutually agreed upon in town and BBHCC's work plans;
- (7) Notify the BBHCC board of any unmet health service needs or gaps in services as known by the town.
- (8) Promote social marketing programs like Show You Care in marketing municipal messages to the community

(C) Duration. Unless or until the Parties agree on and execute a written successor, this MOU will expire on June 30, 2017. No amendment or modification of this MOU during its term is authorized or effective unless made in writing signed by a representative of each Party who is authorized to execute such amendment.

(D) Limitations on Liability and Relationship; Hold Harmless. This MOU does not create a relationship of agency, partnership or joint venture between the Parties and will not be cited as such by either Party. This MOU does not create liability of one Party for the acts of the other. BBHCC agrees to hold harmless the Town for any acts or omissions in acting as a collaborative partner or for any other action or omission in acting under this MOU.

Dated: _____
Town of Bucksport

Dated: _____
Bucksport Bay Health Communities Coalition

RESOLVE #2016-90 TO APPROVE THE TRANSFER OF THE MICRO LOAN ISSUED
ON PROPERTY AT 39 FRANKLIN STREET FROM PAUL HANSEN AND KATHLEEN
COOGAN TO WILKINSON PROPERTY MANAGEMENT AT THE TIME OF
PROPERTY SALE

Whereas, the Town of Bucksport is holder of a mortgage deed given by Gerd R. Koehler, dated February 1991, as recorded in the Hancock County Registry of Deeds in Book 1856, page 449 (the "mortgage"), describing real property situated in Bucksport, Hancock County, Maine (the "property"), and

Whereas Koehler has sold the property to NOA by deed dated October 9, 2002, as recorded in the Hancock County Registry of Deeds in Book 3464, page 89, the said sale being subject to the Town's mortgage which NOA has assumed and agreed to pay, and

Whereas the Town has agreed to subordinate its mortgage to a first mortgage from NOA to Union Trust Company by Subordination Agreement dated October 23, 2002, as recorded in the Hancock County Registry of Deeds in Book 3476, page 310, and

Whereas NOA has sold the property to Paul R. Hansen and Kathleen Coogan of Verona Island, Hancock County, Maine, by deed dated April 27, 2004 as recorded in the Hancock County Registry of Deeds in Book 3904, page 202, the said sale being subject to the Town's mortgage which Paul Hansen and Kathleen Coogan agreed to pay, and

Whereas, Paul Hansen and Kathleen Coogan have sold the property to Wilkinson Property Management by deed dated June 30, 2016, as recorded in the Hancock County Registry of Deeds in Book _____ Page _____, and

Be it resolved by the Bucksport Town Council in Town Council assembled to authorize the transfer of the micro-loan on property at 39 Franklin Street from Paul Hansen and Kathleen Coogan to Wilkinson Property Management pursuant to the attached mortgage assumption agreement.

Acted on June 30, 2016

Yes _____ No _____

Attested by: Kathy Downes, Town Clerk

907



June 23, 2016

To Whom it May Concern,

I am writing on behalf of First National Bank with regard to Wilkinson Property Management purchase of 39 Franklin Street in Bucksport.

We have granted pre-approval for this transaction pending an appraisal, title search, and subordination of the loan with the town of Bucksport. We find it agreeable that Wilkinson Property Management assumes the loan with the town from the seller's. We fully intend to move forward with this request for financing. If you have any questions, please feel free to reach out to me or Benjamin Sprague.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Grant'.

Matthew Grant
Loan Assistant – Benjamin Sprague
VP Business Relationship Officer
First National Bank
145 Exchange St.
Bangor, ME 04401

MORTGAGE ASSUMPTION AGREEMENT

THIS AGREEMENT, between The Inhabitants of the Town of Bucksport, a municipal corporation located at Bucksport, Hancock County, Maine, (hereinafter "Town"), and Wilkinson Property Management, is dated this 30th day of June, 2016.

RECITALS

1. Town is holder of a mortgage deed given by Gerd R. Koehler, dated February, 1991, as recorded in the Hancock County Registry of Deeds in Book 1856, page 449 (the "mortgage"), describing real property situated in Bucksport, Hancock County, Maine (the "property").
2. Koehler has sold the property to NOA by deed dated October 9, 2002, as recorded in the Hancock County Registry of Deeds in Book 3464, page 89, the said sale being subject to the Town's mortgage which NOA has assumed and agreed to pay.
3. Town has agreed to subordinate its mortgage to a first mortgage from NOA to Union Trust Company by Subordination Agreement dated October 23, 2002, as recorded in the Hancock County Registry of Deeds in Book 3476, page 310.
4. NOA has sold the property to Paul R. Hansen and Kathleen Coogan of Verona Island, Hancock County, Maine, by deed dated April 27, 2004, as recorded in the Hancock County Registry of Deeds in Book 3904, page 202, the said sale being subject to the Town's mortgage which Paul & Kathleen has agreed to pay.
5. Paul R. Hansen and Kathleen Coogan have sold the property to Wilkinson Property Management, by deed dated June 30, 2016, as recorded in the Hancock County Registry of Deeds in Book____, page_____.

AGREEMENT

NOW THEREFORE, in consideration of the Town's agreement to subordinate its mortgage and in further consideration of the premises and covenants contained herein, the parties hereto agree as follows:

- A. Wilkinson Property Management assumes and agrees to pay the underlying debt secured by the mortgage and to comply with all other terms of the mortgage;
- B. Town agrees and consents to Wilkinson Property Management assumption of the mortgage.
- C. Wilkinson Property Management agrees that any breach of conditions or default of the First National Bank mortgage shall constitute a breach of the terms of the mortgage.

WITNESS OUR HANDS AND SEALS THIS 30 DAY OF JUNE, 2016.

Witness:

Inhabitants of the Town of Bucksport

By: _____

Susan Lessard

Its: Town Manager

By: _____

(Wilkinson Property Management)

STATE OF MAINE
COUNTY OF HANCOCK

On this 30th day of June, 2016, personally appeared the above-named Susan Lessard and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Inhabitants of the Town of Bucksport.

Before me, _____

Notary Public

Print name: _____

My Commission Expires: _____