

CUSHING/FRIENDSHIP/WALDOBORO
SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL FACILITIES

This Shared Services Agreement is made and entered into on the _____ day of _____, 2018 by and among the Towns of Cushing, Friendship, and Waldoboro, each of which is a municipal corporation organized under the laws of the State of Maine.

WHEREAS Cushing, Friendship, and Waldoboro (the “Partners”) made and entered into a Municipal Services Agreement dated January 24, 1989, which was further amended and restated as of August 16, 2012 and expires on March 31, 2018; and

WHEREAS the Partners wish to extend their cooperation in disposing of Solid Waste beyond March 31, 2018 subject to the approval of their respective legislative bodies and a majority of their municipal officers; and

WHEREAS the Partners have decided not to renew their respective contractual relationships with Penobscot Energy Recovery Corporation (PERC), which expires on or before March 31, 2018; and

WHEREAS the Partners have each, severally, become charter members of the Municipal Review Committee, Inc. (MRC) pursuant to the MRC’s Amended and Restated By-Laws, which become effective as of April 1, 2018; and

WHEREAS the Partners have agreed pursuant to respective Municipal Joinder Agreements between each Partner and the MRC to deliver or cause to be delivered to the Fiberright Facility on an exclusive basis all Acceptable Waste generated within their respective borders, the collection and disposition of which is under their respective controls; and

WHEREAS the change from PERC to Fiberright represents a material change in solid waste processing methods; and

WHEREAS the Partners wish consequently, to enter into this Cushing/Friendship/Waldoboro Shared Services Agreement (the Agreement) having decided that this Agreement will facilitate a more efficient use of their powers and will be to their mutual advantage;

NOW THEREFORE, the Partners, jointly and severally, for and in consideration of the mutual promises and agreements hereinafter stated and of the performance of those promises and agreements, do hereby promise and agree as follows:

1. **PURPOSE:** This Agreement provides for the disposal of Solid Wastes generated from within the boundaries of the Partners at the Inert Landfill and at the CFW Transfer Station.

2. **DEFINITIONS:** Terms defined in the Shared Solid Waste Disposal and Required Recycling Ordinance (the “Ordinance”), attached hereto and by reference made a part hereof, have the same meaning when used in this Agreement.

3. **CFW Transfer Station Management Board and Allocated Responsibilities**

3.1 CFW Transfer Station Management Board Membership, Meetings and Budget: The Chairpersons of the Select Boards of Cushing, Friendship and Waldoboro and the Waldoboro Town Manager or their self-designated alternates, shall comprise the CFW Transfer Station Management Board (Mgmt Board). The Mgmt Board shall administer this Agreement and the Ordinance.

3.1.1 The Mgmt Board shall meet at such times, as the Waldoboro Town Manager determines, but not less often than quarterly. The Waldoboro Town Manager shall set meeting dates and times, which meet the scheduling requirements of all Mgmt Board members.

3.1.2 The Mgmt Board shall hold its meetings in the Waldoboro Town Office conference room. All meetings, except those held in executive session, shall be recorded for future broadcast and/or televised live. The Waldoboro Town Manager shall chair the Mgmt Board and shall run its meetings using Robert's Rules of Order as a guide, when necessary.

3.1.4 Quorum. For purposes of holding meetings, a quorum shall consist of three Mgmt Board members.

3.1.5 Tie Votes. The Mgmt Board shall conduct its meetings with the purpose of achieving consensus among all members. In the event consensus cannot be reached, the Waldoboro Town Manager shall immediately convene a meeting of the Select Boards of all of the Partners, which shall determine all issues by a two-thirds vote of all Select Board members, whether or not they are in attendance.

3.2 Mgmt Board Responsibilities: The Mgmt Board shall:

3.2.1 Establish Waste Hauler License Fees; revoke Waste Hauler licenses, and formulate CFW Transfer Station Policies concerning Waste haulers;

3.2.2 Work with the Transfer Station Manager to develop signage for the CFW Transfer Station;

3.2.3 Designate sites for disposal of Unacceptable Waste;

3.2.4 Subject to holding public hearings open to residents of the Partners, amend, restate, add to, or replace Attachments to the Ordinance;

3.2.5 Approve CFW Transfer Station rules and hours of operation, which shall be consistent with the goals and objectives of the Ordinance and shall be subject to televised public hearings open to all Partners' voters;

3.2.6 Put Disposal Methods before the voters of each of the Partners after holding a public hearing open to all voters of the Partners;

3.2.7 Review and, if deemed appropriate, approve changes to the Ordinance and its Attachments and, when required, refer such changes to Partners' voters;

3.2.8 Review and, if deemed appropriate, approve the CFW Transfer Station Budget for presentation to the Partners' voters;

3.2.9 Appoint liaisons as the Mgmt Board, shall, in its sole discretion, deem to be necessary to assist it in carrying out its responsibilities pursuant to this Agreement and the Ordinance. Such liaisons shall serve at the pleasure of the Mgmt Board. An example of a liaison might be appointment of a person to follow developments at PERC, the MRC and/or Fiberight;

3.2.10 For as long as qualified requisite volunteers are available and interested in serving, perpetuate the CFW Transfer Station Committee, which shall consist of two persons from each Partner appointed by each Partner's respective Select Board plus one Waste Hauler, appointed by the Management Board, each for a term of one year, provided however that the Management Board may change the composition of the Transfer Station Committee in the event sufficient volunteers from one or more of the Partners are not available. The CFW Transfer Station Committee shall by majority vote appoint its own Chairman, Vice Chairman and Secretary. The CFW Transfer Station Committee shall meet monthly in the Waldoboro Town Office Conference Room and shall undertake such tasks as the Mgmt Board may assign, including, but not limited to, encouraging recycling in each of the Partners, providing technical support to the Mgmt Board, promoting continuity within each of the Partners of the knowledge base of on-going CFW Transfer Station operations and generally helping the Mgmt Board more efficiently and effectively to carry out its duties;

3.2.11 Listen to and adjudicate appeals of complaints from parties who have not received satisfaction from Waldoboro Town Manager decisions concerning such complaints. The Mgmt Board shall hear all such appeals at its next succeeding meeting. The Mgmt Board may agree with the aggrieved party and recommend Ordinance changes or other actions. Alternatively the Mgmt Board may recommend restrictions or penalties for unacceptable behaviors or actions of Permitted Users. Restrictions or penalties may include fines, revocation of licenses, requests for police action, limitations on access to the transfer station, any other measures the Mgmt Board deems necessary, and any combination of the foregoing;

3.2.12 With the assistance of the Transfer Station Manager, and subject to holding public hearings open to the residents of all of the Partners, develop changes or additions to the CFW Transfer Station's physical layout and equipment. Such changes may relate, but not be limited, to reducing costs, improving service and efficiency, adding

services and equipment, and containing the rate of growth of the cost of operating the CFW Transfer Station and the Landfill;

3.2.13 Determine from time-to-time the fee schedules for depositing Solid Waste at the CFW Transfer Station;

3.2.14 Negotiate and, if appropriate, enter into contracts with qualifying non-Partner communities or entities wishing to become Permitted Users of the CFW Transfer Station; and

3.2.15 Do all other things necessary to ensure the efficient and fair operation of the CFW Transfer Station and the implementation and enforcement of this Agreement and the Ordinance.

3.3 **Responsibilities of the Partners**

3.3.1 Solid Waste Disposal. Permitted Users of the Partners shall dispose of all of their Solid Waste under the terms and conditions of this Agreement and the Ordinance.

3.3.2 CFW Transfer Station: Under the supervision of the Mgmt Board Waldoboro shall own, construct, operate, manage, maintain, repair, replace, and finance the CFW Transfer Station and Landfill and shall obtain and keep current all necessary permits from the Maine Department of Environmental Protection. Also under Mgmt Board Supervision, Waldoboro shall purchase, or lease, and maintain the necessary equipment; employ CFW Transfer Station personnel; engage haulers; pay tipping fees; and do all other things that are incidental to and necessary for the efficient operation of the CFW Transfer Station.

3.3.3 Landfill: Under the direction of the Mgmt Board, Waldoboro may, from time-to-time, construct, maintain, and de-commission Landfills to accommodate Demolition Debris and other permitted Solid Waste. Such Landfills shall be located within Waldoboro or within one of the Partners. Alternatively, the Mgmt Board may, on behalf of the Partners, arrange and pay for solid waste transport and lawful disposal to an alternative location.

3.3.4 Recycling Programs: The Mgmt Board may, in accordance with the terms of the Ordinance, implement recycling programs, which require the separation of Recyclables from other Solid Waste. All Permitted Users shall be required to participate in such recycling programs.

3.3.5 Swap Shop: The Mgmt Board may authorize and establish the ground rules for a swap shop and supervise its operation with the assistance of the CFW Transfer Station Manager.

3.3.6 Composting: The Mgmt Board may authorize and oversee the implementation of composting programs at the CFW Transfer Station and authorize charging appropriate fees.

3.4 **Revocations or Suspensions of Privileges**

The Ordinance and this Agreement set forth the rules and regulations governing the use of the CFW Transfer Station and the Landfill. The Ordinance contains procedures by which Permitted Users who do not abide by the terms of the Ordinance may have their CFW Transfer Station privileges suspended or revoked.

4. **FINANCE OF THE CFW TRANSFER STATION AND LANDFILL**

4.1 **Allocations and Funding of Costs**

4.1.1 Cost Allocations: The Mgmt Board shall oversee and administer payments for equipment acquisitions, improvements, operations, maintenance, repairs, administration, and all incidental items related to operation of the CFW Transfer Station and Landfill. As of the beginning of each CFW Transfer Station budget year, the Mgmt Board shall allocate the total of the foregoing costs among the Partners *pro rata* in accordance with the proportion each Partner's population holds to the aggregate of the populations of the Partners. The calculations of the cost sharing percentages are set forth in Attachment I to this Agreement. The Mgmt Board shall update Attachment I to this Agreement every ten years or more often as it deems appropriate in light of prevailing population growth patterns, using United States Census Data in combination with annually updated local Partner records.

4.1.2 Estimate of Budgeted Costs: The Waldoboro Town Manager or his or her designee shall provide a written *estimate* to each Partner of its respective budgeted CFW Transfer Station costs prior to the last day of January of each year, during Waldoboro's budget preparation season. The budgeted cost estimates shall be regarded as such and each Partner may use them for its own budgeting purposes.

4.1.3 Funding of Budgeted Costs: Each Partner shall fund its allocated CFW Transfer Station costs in its own way, as determined by its respective select

board or its legislative body. The failure of any Partner to appropriate sufficient funds to pay for the total amount billed for operating and other costs and commitments for a particular fiscal year shall not excuse such Partner from the responsibility to pay for its respective share of CFW Transfer Station obligations in accordance with this Agreement.

4.2 Financial Controls and Procedures: Waldoboro shall be responsible and account for all financial transactions relating to this Agreement and shall ensure:

4.2.1 The payment for operations, services and capital purchases, including but not limited to tipping fees, transportation costs, landfill services, recycling services, auditing costs, insurance costs, and all incidental costs;

4.2.2 The preparation of CFW Transfer Station financial reports, which shall be generated as a part of Waldoboro's budgeting process and on-going Town of Waldoboro operations;

4.2.3 The preparation of annual billing statements for each Partner. The billing statements shall set forth budgeted costs, their method of determination and the amounts due and payable to the CFW Transfer Station Fund from each Partner. The billing statements shall require each Partner to pay 12 approximately equal monthly installments. Immediately after Waldoboro voters approve the annual CFW Transfer Station budget for Waldoboro's then approaching fiscal year, Waldoboro shall submit the annual billing statement to each of the Partners. Each Partner shall promptly pay its respective monthly installment. Waldoboro will not issue a monthly invoice for such installments.

4.2.4 The completion of an annual audit of transactions relating to this Agreement and the Ordinance and the issuance of an auditor's opinion concerning the fair and accurate presentation of the related transactions and the nature of the controls in place. The annual audit shall be included in the scope of work Waldoboro provides to its auditors each year for Waldoboro's annual audit. Waldoboro shall provide a copy of the audit to the Partners. Waldoboro shall fairly allocate the costs of the CFW Transfer Station audit to the CFW Transfer Station operating and capital budgets; and

4.2.5 That Waldoboro fairly and transparently conducts all operating, financial, and financing transactions relating to the CFW Transfer Station and its budget.

- 4.3 **CFW Transfer Station and Landfill Budgets:** Waldoboro's Town Manager shall provide copies of the initial CFW Transfer Station/Landfill Budget for each succeeding fiscal year as soon as it has been drafted in a reasonably final form, subject to consultations among Waldoboro's Town Manager and the Mgmt Board. The form of the CFW Transfer Station Budget, with each line item it contains, is set forth in Attachment II. The Mgmt Board may update Attachment II as necessary to reflect prevailing practices.
- 4.4 **Fiscal Year of the CFW Transfer Station and Landfill:** The fiscal year of the CFW Transfer Station shall coincide with Waldoboro's fiscal year.
- 4.5 **Guaranteed Annual Tonnage (GAT), Shortfall Penalty, and Minimum Annual Tonnage Before and After March 31, 2018**
- 4.5.1. Up to and including March 31, 2018, in the event PERC assesses a GAT shortfall penalty, each Partner's share of the assessment shall be calculated using the percentages set forth in Attachment I. Partners shall pay their share of the assessed GAT penalty to Waldoboro for deposit to the CFW Transfer Station Fund within 30 days of receiving its respective bill. If the Waldoboro Town Manager is aware of an impending GAT shortfall, he or she must consult timely with the Mgmt Board to determine steps to be taken.
- 4.5.2. As of April 1, 2018, the aggregate Partners' annual tonnage commitments of Solid Waste shall be governed by the Joinder Agreement between Waldoboro and the MRC.
- 4.6 **Payments To Partners From PERC, MRC and Other Parties:** The Partners hereby agree that **as of April 1, 2018** all payments each receives from MRC, PERC or any third party that represents revenues or a credit for solid waste deliveries or any other transaction relating to the CFW Transfer Station shall be immediately endorsed to the Town of Waldoboro and delivered to the Waldoboro Finance Director for credit to the CFW Transfer Station Fund, provided however that proceeds from the sales of respective Partner ownership interests in PERC may not be endorsed to the Town of Waldoboro for credit to the CFW Transfer Station's Fund. The Waldoboro Finance Director shall record all such transactions and report them to the Mgmt Board, which shall be the final arbiter of the manner in which such payments shall be allocated among the CFW Transfer Station accounts. Immediately upon voter approval of this Agreement and in order to effect the intent of this Paragraph 4.6, the Select Board Chairs of each Partner and the Waldoboro Town Manager shall sign letters to the MRC and to Fibrighat substantially in the forms of Attachments III-A and III-B.

5. **TRANSFER STATION AND LANDFILL ASSETS, REAL AND PERSONAL PROPERTY:**
The Mgmt Board shall manage and control all real, intangible and personal CFW Transfer Station and Landfill property. For physical assets, Waldoboro shall maintain an accounting, by asset (grouped appropriately), of the date of purchase, serial number (where applicable), date put into service, and estimated useful life, with an indication of the expected year of replacement. All developments and subsequent improvements shall remain under the ownership of Waldoboro. Any and all assets remaining at the time this Agreement is either terminated or not renewed or not succeeded by another agreement shall remain the property of Waldoboro. Notwithstanding the foregoing, Waldoboro shall return to each Partner, that Partner's proportionate share of funds remaining in any CFW Transfer Station reserve accounts except the Landfill Closing Reserve Account. Landfill Closing Reserve Account funds shall remain the property of Waldoboro and shall be used for their intended purpose.

6. **CFW TRANSFER STATION PERSONNEL**
 - 6.1 **Personnel are Waldoboro Employees:** Waldoboro shall employ whomever it deems necessary to operate the CFW Transfer Station, the Landfill, the Ordinance, and this Agreement. All such employees shall be employees of the Town of Waldoboro and subject only to Waldoboro's direction. The Town of Waldoboro shall be solely responsible for compliance with all federal and state laws and regulations related to the CFW Transfer Station and Landfill employees.

 - 6.2 **Compensation of Employees:** Waldoboro shall determine the compensation and benefits for CFW Transfer Station and Landfill employees.

 - 6.3 **Rules Pertaining to CFW Transfer Station Personnel:** Waldoboro shall establish rules and regulations, which govern its employees in the performance and evaluation of their duties, including job descriptions and grievance procedures. The Mgmt Board shall review and determine CFW Transfer Station and Landfill job descriptions.

7. **REMEDIES**
 - 7.1 **Breaches and Default:** In the event one of the Partners shall fail to perform any of its obligations under this Agreement or the Ordinance, including the timely payment of monies due and owing, the Waldoboro Town Manager may give notice by registered mail that such Partner is in breach. The notice shall provide up to 30 days from the date of the notice for the party in breach to remedy it. If the breach is not remedied within the period stated in the notice, the Waldoboro Town Manager may declare the

Partner who breached this Agreement or the Ordinance to be in default and after consultation with the Mgmt Board, immediately take steps to assert the rights of the remaining Partner(s). The Waldoboro Town Manager shall direct any legal action authorized and may pursue any remedy available at law for the breach of this Agreement or the Ordinance. Legal expenses incurred shall be paid in accordance with Section 7.3 of this Agreement. The Partner accused of breach and questions regarding any claimed breach may be subject to binding arbitration in the sole discretion of the Mgmt Board or, failing agreement of the Mgmt Board, the Waldoboro Select Board.

7.2 Withdrawal from this Agreement: A Partner may withdraw from this Agreement subject to the following provisions:

7.2.1 The withdrawing Partner must give written notice to the Mgmt Board of its intent to withdraw not less than six months prior to the end of the CFW Transfer Station's fiscal year.

7.2.2 In the event a Partner withdraws from this Agreement without giving sufficient notice as set forth above, the withdrawing Partner shall pay the Town of Waldoboro for deposit to the CFW Transfer Station Fund a withdrawal penalty equal to its calculated share of six months of estimated operating costs, which shall commence accruing on the effective date of the withdrawal. The Mgmt Board shall determine the amount of the penalty.

7.2.3 Subject to Mgmt Board authorization, Waldoboro shall pay to the withdrawing Partner that share of cumulative balances held in CFW Transfer Station and Landfill reserve accounts that is attributable to the withdrawing Partner, provided however, that Waldoboro may use such amounts to offset against any withdrawal penalties due from the withdrawing Partner pursuant to Section 7.2.2 of this Agreement and/or any monthly payments for operating costs that remain due and owing as of the date of withdrawal. Waldoboro shall not be obligated to refund any balances held in the Landfill Closing Reserve and such balances shall not be deemed to constitute payment of any withdrawal penalties that may be due.

7.2.4 In the event Waldoboro withdraws from this Agreement, Waldoboro must give 12 months advance written notice to each of the Partners. Waldoboro's withdrawal must take effect on the last day of Waldoboro's fiscal year.

7.2.5 The withdrawal of Waldoboro or a partner shall not excuse Waldoboro or the Partner from paying its share of any costs or liabilities accrued prior to the effective date of withdrawal.

7.3 Indemnifications and Insurance:

7.3.1 Indemnification. The Partners shall deem any damages, losses, costs, expenses, or adjudicated claims, including legal costs, arising from the performance by any party or its agents, employees, officers, or officials of his, her or their duties under this Agreement to be operational budgetary expenses pursuant to Section 4.3 and said costs shall be indemnified from the CFW Transfer Station and Landfill Budget and apportioned in accordance with Attachment I. If such damages, losses, costs, expenses or adjudicated claims are the result of gross misconduct or gross negligence on the part of one or more Partners, such damages, losses, costs, expenses or adjudicated claims shall not be considered as an operational budgetary expense, shall not be indemnified, and shall be the sole responsibility of the Partner(s) deemed by a court of law to be at fault. This indemnification shall survive the term of this Agreement and the withdrawal of any Partner from this Agreement, as related to claims arising from events or occurrences that took place during the effective period of this Agreement.

7.3.2 Insurance. Waldoboro shall arrange general liability insurance and asset coverage for its normal town operations, which shall include the operation and assets of the CFW Transfer Station and Landfill and coverages for gross misconduct and gross negligence, if available, provided however that the Partners shall share any incremental insurance costs directly attributable to the CFW Transfer Station and Landfill in accordance with Attachment I.

8. DURATION, ADOPTION, AMENDMENT, ADDITIONAL PARTIES, RENEWAL

8.1 **Duration:** This Agreement shall continue in full force and effect until the termination of the Joinder Agreement or until the Town of Waldoboro or more than one Partner withdraws from this Agreement pursuant to Section 7.2.

8.2 **Adoption:** This Agreement and the attached Ordinance shall take effect upon approval of this Agreement and the attached Ordinance by the legislative bodies of all of the Partners. Each Partner shall notify the Waldoboro Town Manager in writing of the date its respective legislative body approved this Agreement.

8.3 **Amendment:** The residents of the Partners, voting at a joint public meeting open to all duly registered Partner voters, may amend this Agreement by majority vote of

those present at such public meeting. The Mgmt Board shall hold a joint public hearing open to all registered voters of all of the Partners prior to such vote.

8.4 **Additional Parties:** The Mgmt Board may admit additional parties to this Agreement subject to (i) the appropriate restatement of the Attachment I percentages and (ii) any necessary amendments to this Agreement approved in accordance with Section 8.3.

8.5 **Renewal:** The Mgmt Board may renew or extend this Agreement for an additional period or periods on acceptable terms and conditions after holding a public hearing open to all of the Partners' residents and the subsequent majority vote of the Mgmt Board.

In witness whereof the Partners, through their respective Select Boards, have executed this Agreement on this _____ day of _____, 2018.

By Waldoboro Town Manager: _____
Julie Keizer

By Select Board, Town of Cushing: _____
Alton Grover

Laurie Haynes

Heidi Alley

Daniel Staples

Martha Marchut

By Select Board, Town of Friendship: _____
Elizabeth Dinsmore

Arthur Thompson

David Benner

By Select Board, Town of Waldoboro: _____
Clinton Collamore

Joanne Minzy

Abden Simmons

Katie Winchenbach

Robert Butler

Attachment I

Allocation of Each Partner's Financial Obligation

<u>Town</u>	<u>2010 Census</u>	<u>Allocation Percentage</u>
Cushing	1,534	19.77%
Friendship	1,152	14.84%
Waldoboro	<u>5,075</u>	<u>65.39%</u>
Aggregate	7,761	100.00%

Source: United States Census Data, 2010

Attachment II

**Form of CFW
Transfer Station Budget**

940 - TRANSFER STATION REVENUES

3216 - WASTE HAULER LICENSES

3351 - TOWN OF FRIENDSHIP

3352 - TOWN OF CUSHING

3553 - State of Maine Correctional Facility

3554 - Revenues under Other Disposal Contracts

3434 - DISPOSAL FEES

3641 - Performance Credits Waldoboro

3652 - Performance Credits Cushing

3651 - Performance Credits Friendship

3661 - Fiberight Revenue (For all three towns)

3911 - TRANSFER IN - WALDOBORO

From Town of Waldoboro General Fund

3999 - UTILIZE Transfer Station FUND BALANCE

Attachment II

Form of CFW Transfer Station Budget (Cont'd)

940 - TRANSFER STATION OPERATING EXPENSES

10 - Payroll Comp

- 20 - Regular Employee
- 30 - Part-Time Employee
- 50 - Overtime
- 90 - Contract Employee

15 - Emp Benefits

- 10 - Medicare
- 20 - Social Security
- 30 - Workers Compensation
- 40 - Health Ins
- 60 - Group Life
- 70 - MainePERS (Retirement)

20 - Operating Ex

- 15 - Advertising
- 20 - Clothing
- 35 - Fees & Dues
- 45 - Postage
- 50 - Printing
- 60 - Rec/Proc Fee
- 64 - Office Supplies
- 65 - Supplies
- 70- Training
- 75 -Travel

30 - Insurance

- 10 - Property & Casualty

35 - Debt Service

- 10 - Principal - Bonds
- 20 - Interest - Bonds

40 - Professional

- 10 - Audit
- 20 - Legal
- 71 - Adm/Management (MRC)
- 72 - Engineer Consulting

50 - Utilities

- 10 - Electricity
- 40 - Telephone

**60 - Equipment for Operations
Repair & Maintenance**

- 30 - Equip Maintenance
- 40 - Gas & Diesel
- 60 - Hand Tools & Equipment
- 70 - Vehicle Maintenance

63 - Building & Ground

- 10 - Building Maintenance
- 20 - Grounds Maintenance

85 - Other Expenses

- 50 - Tipping Fees
- 52 - Household Waste
- 54 - Other Bulky Waste, Tires
- 60 - Transportation Services
- 90 - Other-Misc

920 - CAPITAL RESERVE FUND

92 - Capital Reserves

- 27 - Transfer Station Equipment
- 62 - Closure Reserve

TRANSFER STATION FUND ALLOCATION

Cushing	Friendship	Waldoboro	Total
19.77%	14.84%	65.39%	100.00%

Transfer Station Gross Budget
Less: Estimated Revenues
Less: Utilization CFW Transfer Station Fund Balance
Less: Utilization Performance Credits

Transfer Station Net Before Reserves and County
Taxes

Capital Reserve Program (Trailer/Loader)
Capital Reserve Program - CDD Closure
Reimb General Fund County Tax Recycling

Net Appropriation For Transfer Station Operations

ATTACHMENT III-A

Form of letter to the Municipal Review Committee

Executive Director
Municipal Review Committee

Sirs:

Subject: Payment Instruction

The Towns of Cushing, Friendship, and Waldoboro (the "Partners") have each entered into respective Joinder Agreements with the Municipal Review Committee (MRC), pursuant to the terms of which they have agreed to deliver municipal solid waste to the Fiberight plant in Hampden, Maine.

The Partners share in the operating expenses and capital costs of the Cushing, Friendship, Waldoboro Transfer Station, the finances of which the Town of Waldoboro manages. To enhance their mutual efforts to collect and deliver solid waste to Fiberight and to establish a continuing financial arrangement for their efforts, the Partners hereby instruct MRC to make all payments due to any one and/or all of the Partners to the order of The Town of Waldoboro, to note for each payment that it is for the account of "CFW Transfer Station Fund" and to remit each payment to the Town of Waldoboro, P.O. Box J, Waldoboro, ME 04572.

Please refer any and all questions the MRC has concerning these payment instructions or related matters to the Management Board, CFW Transfer Station, Attn: Waldoboro Town Manager.

This Payment Instruction may only be withdrawn upon MRC's receipt of a written cancellation executed and delivered by all members of the Management Board.

Please confirm receipt of this Payment Instruction by signing in the space provided below and returning a copy of the signed payment instruction to The Town of Waldoboro.

On behalf of Town of Cushing Select Board _____
Alton Grover, Select Board Chairman

On behalf of Town of Friendship Select Board: _____
David Benner, Select Board Chairman

On behalf of Town of Waldoboro Select Board: _____
Clinton Collamore, Select Board Chairman

Payment Instructions Acknowledged: _____
On behalf of MRC

ATTACHMENT III-B

Form of letter to Fiberight

President
Fiberight

Sirs:

Subject: Payment Instruction

The Towns of Cushing, Friendship, and Waldoboro (the "Partners") have each entered into respective Joinder Agreements with the Municipal Review Committee (MRC), pursuant to the terms of which they have agreed to deliver municipal solid waste to the Fiberight plant in Hampden, Maine.

The Partners share in the operating expenses and capital costs of the Cushing, Friendship, Waldoboro Transfer Station, the finances of which the Town of Waldoboro manages. To enhance their mutual efforts to collect and deliver solid waste to Fiberight and to establish a continuing financial arrangement for their efforts, the Partners hereby instruct Fiberight to make all payments due to any one and/or all of the Partners to the order of The Town of Waldoboro, to note for each payment that it is for the account of "CFW Transfer Station Fund" and to remit each payment to the Town of Waldoboro, P.O. Box J, Waldoboro, ME 04572.

Please refer any and all questions Fiberight has concerning these payment instructions or related matters to the Management Board, CFW Transfer Station, Attn: Waldoboro Town Manager.

This Payment Instruction may only be withdrawn upon Fiberight's receipt of a written cancellation executed and delivered by all members of the Management Board.

Please confirm receipt of these Payment Instructions by signing in the space provided below and returning a copy of the signed payment instructions to The Town of Waldoboro.

Signed:

On behalf of Town of Cushing Select Board _____
Alton Grover, Select Board Chairman

On behalf of Town of Friendship Select Board: _____
David Benner, Select Board Chairman

On behalf of Town of Waldoboro Select Board: _____
Clinton Collamore, Select Board Chairman

Payment Instructions Acknowledged: _____
On behalf of Fiberight