

**WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.  
CROSSROADS FACILITY  
PHASE 14 SECURE LANDFILL  
DETERMINATION OF PUBLIC BENEFIT APPLICATION  
RESPONSE TO DEPARTMENT'S SUPPLEMENTAL REVIEW COMMENTS  
OCTOBER 31, 2018**

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**Attachment:**  
**Department Review Comments on Application #S-010735-W5-XY-N,**  
**Application for a Determination of Public Benefit**

The *Waste Management Disposal Services of Maine, Inc. Crossroads Facility, Phase 14 Secure Landfill, Determination of Public Benefit Application* (PBD Application), dated July 2, 2018, was prepared by Waste Management for the Crossroads Landfill (Facility) owned and operated by Waste Management Disposal Services of Maine, Inc. (WMDSM) in Norridgewock, Maine. The following responds to the Department's October 3, 2018 supplemental review comments on the PBD Application.

*Section 1.4, Materials Managed at the Crossroads Facility, subpart c, follow-up comment on out-of-state waste.*

WMDSM is committed to ensuring that the Crossroads Facility serves the disposal needs of Maine businesses, municipalities and residents. The limitations on out-of-state waste in the modified Phases 9, 11, and 12 and Phase 8 public benefit determination license were intended to ensure that the Facility remained available for the disposal of Maine generated wastes throughout the originally anticipated life of Phases 8, 9, 11 and 12, or through May 1, 2012. WMDSM has operated Phases 8, 9, 11 and 12 well beyond the initial established site life. The site is currently projected to remain available for disposal of Maine wastes through early 2024. Additionally, from April 3, 2001, when the reporting requirement took effect, through June 30, 2018, the total amount of out-of-state waste has been 26.4% of the total waste disposed of at the Facility, which is substantially below the 35% threshold in the license. Likewise, the amount of non-remediation out-of-state special waste has been 14.1% of the total waste disposed of at the Facility, which is substantially below the 25% threshold in the license.<sup>1</sup>

Although the out-of-state waste volumes have increased recently, that trend is not reflective of historical operations or anticipated future activity at the Facility. First, the out-of-state volumes in 2017 were driven in part by the need for increased amounts of alternative daily cover (ADC) to manage active operations in both the Phase 8 and Phase 11 landfills, and the lack of available in-state material to meet that increased need. As Phase 11 has reached final grades for closure, the need for ADC has decreased to levels more consistent with historical and anticipated future operations. It is important to note that use of out-of-state waste material for daily cover does not reduce airspace that would otherwise be available for disposal of Maine wastes. Daily cover is required by the solid waste regulations and absent revenue generating sources of daily cover, WMDSM would have to obtain soil fill, a natural resource, from on-site borrow pits or purchase it from third parties.

Second, the out-of-state waste volumes in 2017 were driven in part by the need to bring the Phase 11 area to finish grade in advance of final capping in 2018. The Phase 11 area was previously filled to interim grades and was covered with a geosynthetic membrane 10 years ago. The landfilled material settled while covered with the temporary membrane cap and required additional material to be delivered to bring Phase 11 to permitted final grades, so capping could start in early 2018. The closure schedule for Phase 11 was previously agreed to with MEDEP and the area had to be brought to grade quickly to keep on schedule. Finally, in 2017 and continuing

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<sup>1</sup> Note these numbers reflect corrected data on out-of-state waste volumes in 2016. The amount of out-of-state waste received in 2016 was 164,769 tons, not 144,432 tons. The total amount of waste for that year was correctly reported as 351,342 tons. We apologize for the error.

into 2018 there was a single remediation project that involved disposal of a large volume of asbestos waste. Such large jobs are not typical of what WMDSM has seen in recent years, in which most remedial projects generate waste on the order of one quarter of the amount that was generated from that one job.

Even if waste volumes in New England increase, transfer capabilities are being permitted to take advantage of abundant disposal capacity located outside of New England. For example, transfer facilities are being permitted to move wastes out of New England to locations in states such as Pennsylvania and Ohio. Some of these rail transfer operations will manage municipal solid waste, soils, or construction and demolition debris. Sites that are currently operating include Champion City in Brockton, MA, MHF Logistical Solutions in Worcester, MA, United Materials Management in Holyoke, MA, Lopes in Taunton, MA, McNamara in Devens, MA, and Tri-County in Ware, MA. Several more are in the permitting phase, including in Leominster, MA, Holbrook, MA, and Wilbraham, MA. Rail served disposal facilities that are accepting materials from the northeast include Republic sites in Niagara Falls, NY, Wixom, MI, and Lee Cty., SC as well as Tunnel Hill's Sunny Farms in OH. Other sites, including for example, High Acres in NY and McKean County in PA, are also evaluating development of rail access to serve waste shipped from the greater New England area. These facilities effectively open up excess capacity outside of New England.

In addition, Massachusetts has approved the use of impacted soils at a number of remediation projects to shape and final grade quarries and landfill closures. These operations include sites in Westford, Tewksbury, Clinton, Uxbridge, Quincy, and Dartmouth, with an estimated capacity of over 7,500,000 cubic yards of impacted soils. Additional sites in various stages of approval include locations in Chelmsford, Middleboro, Rutland, Hopkinton, Berlin, and West Roxbury. These operations are expected to keep a greater percentage of impacted soils closer to the point of generation and reduce the amount of material needing to be exported from Massachusetts. Finally, the Turnkey Facility in New Hampshire recently received a new permit that includes an increase its annual disposal capacity from 1.3 million cubic yards to 1.5 million cubic yards. Collectively, these market developments are expected to reduce the out-of-state volumes directed north into Maine.

The reduction in out-of-state waste resulting from the redirection to other disposal sites is becoming more evident in the latter half of 2018. During the most recent quarter, the period July 1 through September 30, the out-of-state waste was 22.2% of the total waste accepted at the Facility. Because waste volumes vary in response to economic and other market forces, it is important to evaluate long-term trends and not focus on or make decisions based on shorter time periods. As noted above, the overall percentage of out-of-state waste accepted at the Crossroads Facility has been well below the thresholds set forth in the license and, importantly, the Facility site-life has been extended and continues to serve the needs of Maine residents, municipalities, and businesses.

*Section 1.4, Materials Managed at the Crossroads Facility, subpart d, follow-up comment on recycling services.*

To clarify, WMDSM affirmatively offers recycling services to all of the communities it directly serves. Additionally, all of those communities have recycling programs in place, either through

WMDSM or through another provider. WMDSM is willing to work with any community in its general service area that does not have recycling and is interested in developing such a program.

As presented in its Application, WMDSM has developed and implemented numerous recycling programs at the Crossroads Facility to further advance recycling efforts. Programs such as WMDSM's Single-Sort Recycling have operated for nearly a decade. Other programs, such as the Blasting Mat Recycling Program and contamination-minimization protocols for the Crossroads Material Recovery Facility were developed more recently. Active monitoring of wastes entering the Facility also provides a final opportunity to divert recyclable materials before landfill disposal. The combination of these programs demonstrates WMDSM's ongoing commitment to advancing conventional, innovative, timely and hands-on programs to ensure that materials entering the Crossroads Facility, and particularly MSW, are subjected to multiple reduction, processing and recycling efforts.

WMDSM has also proposed the development and implementation of additional recycling programs in its Application. Examples of such programs include the Textile Diversion and Reuse Program and the enhancements proposed for the Airport Road Transfer Station to maximize recycling and, critically, to minimize contamination. Both programs ensure that expansion of recycling efforts at the Crossroads Facility continue into the future. On an ongoing basis, WMDSM also continues to offer, encourage and educate municipalities and businesses both within and beyond its traditional service area about its ability to effectively divert and manage recycling from MSW streams.

When taken as a whole, efforts such those described above ensure that all MSW, sufficiently within WMDSM's control, is subjected to means as high on the solid waste management hierarchy as possible. Thus, according to DEP standards, WMDSM's current and future efforts constitute recycling to the maximum extent practicable. *See* 06-096 C.M.R. ch. 400 § 4(2)(c).

*Section 2.1, Landfills Play an Essential Role in Management of the State's Solid Waste, follow-up comment requesting copies of contractual agreements.*

A redacted copy of the agreement with MMWAC for disposal of by-pass, bulky waste and construction and demolition debris is attached as Exhibit A. There is no written agreement documenting WMDSM's provision of MSW to MMWAC during downturns in volume at that facility (typically winter months). A copy of a letter from MMWAC to the Department discussing the relationship with WMDSM is included with Exhibit A.

A redacted copy of the requested agreement with Fiberright is attached as Exhibit B. WMDSM continues to have productive discussions with Fiberright regarding a potential waste supply agreement. Because WMDSM is taking residuals from the Fiberright facility, there are transportation economies that should facilitate such an agreement. It is premature, however, for the parties to determine whether an agreement will be reached and, if so, the terms of any such agreement. For example, it is not known at this time what additional waste volumes the Fiberright facility will need or even be able to accommodate, or what the economics would be for disposal of waste from sources outside the MRC communities. WMDSM is committed to continuing discussions with Fiberright once the facility becomes operational and its waste needs are better understood.

### *Projected Capacity and Fill Rate Comment*

The estimated capacity of 6 million cubic yards in the PIR was based on a conceptual design. Since that time, field surveys and more detailed engineering design and development work has been conducted, which has allowed for a more refined design. The 7 million cubic yards is the design capacity proposed in the PBD Application and that will be proposed in the solid waste application.

The annual projected fill rate is an estimate and may vary over the life of a site due to economic conditions, market changes, and unforeseen circumstances. It is used for planning purposes to establish the site life associated with the project and to develop economic models that are used to support project development and to provide needed capacity in the service area. The capacity needs in the area are in turn affected by regulatory changes and market place dynamics. For example, Commercial Recycling and Paving in Scarborough, ME has recently decided to reduce the amount of impacted soils it will accept for processing, which in turn will increase demand for alternative disposal options, including at the Crossroads Facility.

Although the annual filling rate for the Facility's Phase 8 landfill was projected during the permitting of that area to average 455,000 tons per year, the actual fill rate has been lower. This lower rate, along with careful management and engineering enhancements, has extended the site life of the Phase 8 landfill area. Similarly, the Phase 14 area is being planned for a projected annual fill rate of 450,000 tons per year, which is consistent although slightly less than the rate of filling that was projected for Phase 8 in 2001. Phase 14 is being developed to provide an additional 15 years of capacity at the Facility beyond 2024, or until at least 2040.

The estimated annual fill rate takes into account the management of special wastes, the potential for future economic growth, and support to other solid waste operations in Maine further up the hierarchy. The DEP is correct that it reflects variability in disposal rates and capacity to account for residuals and bypass from the Fiberight facility. It is difficult, however, to predict annual disposal volumes for a period seven to twenty-two years distant. The Phase 14 expansion is intended to extend the capacity currently provided by the Facility and has been designed for a projected fill rate consistent with that permitted for the Facility as far back as 2001. To the extent that the fill rate is less than projected, the site life will be extended. At a minimum, WMDSM is committed to keep the Phase 14 area operational until at least 2040.

# EXHIBIT A

## **AGREEMENT FOR OPERATION OF TRANSFER STATION**

This AGREEMENT made and entered into as of 1st day of January, 2017, by and between MID-MAINE WASTE ACTION CORPORATION, a Maine non-capital stock, non-profit, quasi-municipal corporation (hereinafter referred to as "MMWAC"), and Waste Management Disposal Services of Maine, Inc., a corporation organized under the laws of the State of Maine (hereinafter referred to as the "Contractor").

### **WITNESSETH:**

WHEREAS, MMWAC owns and operates a waste-to-energy facility in Auburn, Maine in accordance with applicable laws of Maine; and

WHEREAS, MMWAC desires the Contractor to operate a Transfer Station as set forth in this Agreement for recyclables, non-processible solid waste, and by-passed processible solid waste, and to transport and dispose of in an environmentally sound manner certain solid waste collected at said Transfer Station and to perform other services as directed by MMWAC; and

WHEREAS, Contractor is in the business of transporting and disposing of solid waste and recyclables, and has the expertise necessary to operate a Transfer Station;

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

### **ARTICLE 1**

#### **Definitions**

"Acceptable Waste" means, for purposes of this Agreement, By-Pass, Bulky Waste, White Goods, and Construction and Demolition Debris, which shall not contain any Hazardous Waste or Unacceptable Waste as defined herein.

"Agreement" means this Agreement, as the same may be amended or supplemented from time to time in accordance with its terms.

"Applicable Laws" means the Permits and any federal, State or local statute, law, constitution, charter, ordinance, resolution, judgement, order, decree, rule, regulation,

directive, standard, policy or similarly binding authority, which has been or shall be enacted, adopted, promulgated, issued or enforced relating to this Agreement, Contractor, MMWAC, the Facility or a Disposal Facility as defined in Section 2.4.

“Bankruptcy” means (a) commencement of a voluntary case under any bankruptcy law; (b) admission by a party of its inability generally to pay its debts as such debts become due; (c) a general assignment for the benefit of creditors; (d) adjudication of a party as a bankrupt, or filing by a party of a petition or an answer seeking an arrangement with creditors, (e) taking advantage of any insolvency law, or submission of an answer admitting and material allegations of a petition in bankruptcy or insolvency proceeding; (f) an order, judgment or decree for relief shall have been entered in an involuntary case, and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days; or (g) an involuntary petition in bankruptcy shall have continued undismissed for one hundred eighty (180) days after the filing thereof.

“Bulky Waste” means Solid Waste which is Acceptable Waste as defined by Waste Handling Agreements between MMWAC and its member municipalities but which MMWAC is unable to handle or process at its Facility because of its size or shape; Bulky Waste includes, but it not limited to, furniture, automobile bodies and bicycle and motorcycle frames.

“By-Pass” means Solid Waste which is Acceptable Waste as defined by Waste Handling Agreements between MMWAC and its member municipalities but which MMWAC is unable to handle or process at its Facility for any reason, including but not limited to, non-combustible Solid Waste, and which instead must be disposed of at some other solid waste disposal facility; By-Pass does not, however, include Bulky Waste and White Goods.

“Construction and Demolition Debris” means debris resulting from construction, remodeling, repair, and demolition of structures. It excludes asbestos and other special wastes as defined by 38 M.R.S.A. § 1303-C(34); it also excludes Unacceptable Waste.

“Event of Default” means an event which is specified as such under the terms of Article VII hereof.

“Facility” means MMWAC’s waste-to-energy facility located at Goldthwaite Road in the City of Auburn, Maine.

“Force Majeure” means any act, event or condition or any combination of acts, events or conditions that prevents either of the parties from performing any of its obligations or complying with a condition required of such party under this Agreement; provided, however, that such act, event or condition shall be 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 the Agreement. Such acts, events or condition shall include but not be limited to, the following: acts of God, fire, earthquakes, landslides, lighting, explosions, hurricanes, tornadoes, severe weather that requires closure of the Facility, nuclear accidents/incidents, partial or entire failures of utilities, floods, wars, blockades, insurrections, riots or civil disturbances, acts of public enemies, blockages of access to the Facility, labor strikes, stoppages, interruptions or other concerted labor actions (but excluding labor strikes, stoppages, interruptions or other concerted labor actions by employees of the Contractor, MMWAC or the Facility, their contractors or subcontractors), extortion, sabotage or similar occurrences, any exercise of the power of eminent domain, condemnation or other taking by the action of any Governmental Body on behalf of any public, quasi-public or private entity; and any act of any Governmental Body (including, but not limited to, changes in statutes, regulations, permits, approvals, requirements, orders or actions and the suspension, termination, interruption or failure of issuance or renewal of any Permit, license, consent, authorization or approval, and any act, order and/or judgment of any federal, or local court or administrative board or administrative law judge but excepting decisions interpreting federal, state and local tax laws, and providing that such order and/or judgments shall not be the result of the willful or negligent action or inaction of the party relying thereon).

“Governmental Body” means any one or several of: the United States of America, the State, any county or local unit of government or any agency, authority, regulatory body or subdivision of any of the above as may have jurisdiction over or power and authority to regulate the collection, processing, transportation or disposal of waste by Contractor or MMWAC.

“Hazardous Waste” means any material or substance which, by reason of its composition or characteristics, is (a) toxic or hazardous waste (i) as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., (ii) as defined in Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. § 2605(e), (iii) under the Maine Solid Waste Management Act, 38 M.R.S.A. § 1301, et seq., or (iv) under

any other Applicable Laws of similar purpose or effect including, but not limited to, with respect to each of such items (i) through (iv), any replacement, amendment, expansion or supplement thereto and any rules, regulations, or policies thereunder; or (b) special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. § 2011, et seq., and any replacement, amendment, expansion or supplement thereto and any rules, regulations or policies thereunder.

“Permits” means all permits, licenses or authorizations issued by any Governmental Body necessary to the construction and operation of the Recycling Center and Transfer Station and includes any modifications to or renewals of such Permits.

“Person” means any individual, partnership, corporation, association, trust, business trust, joint venture, Governmental Body or other entity, however constituted.

“Recyclable Materials” means those portions of Acceptable Waste, as defined by the Waste Handling Agreements between MMWAC and its Member Municipalities, that are capable of being recycled, White Goods, and those items of Bulky Waste that are capable of being recycled.

“Recycle” means to recover, separate, collect and reprocess waste materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.

“Recycling Center” means the recycling center owned by MMWAC and located in the same site as the Facility, on Goldthwaite Road in Auburn, Maine.

“Solid Waste” means useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septic tank sludge or agricultural waste. The fact that a solid waste or constituent of the waste may have value or other use of may be sold or exchanged does not exclude it from the definition.

“State” means the State of Maine.

“Ton” means two thousand (2,000) pounds.

“Transfer Station” means the Transfer Station owned by MMWAC and located at the same site as the Facility, on Goldthwaite Road in the City of Auburn, Maine.

“Unacceptable Waste” means (a) any Solid Waste other than By-Pass, Bulky Waste, White Goods, and Construction and Demolition Debris; or (b) Hazardous Waste.

“White Goods” means appliances, including but not limited to, refrigerators, stoves, ovens, washers and dryers, that are Acceptable Waste as defined by Waste Handling Agreements between MMWAC and its Member Municipalities.

## ARTICLE II

### A. Equipment.

Section 2.1 General. Contractor shall provide and maintain all Equipment necessary for the proper operation of the Recycling Center and Transfer Station. Such equipment shall include but not be limited to: (2) 40 yard compactor roll-off containers, (2) 40 yard open top containers, (2) 30 yard open top containers; a loader; sufficient trailers to clear the transfer station floor of all waste on a daily basis; a yard tractor; and a roll-off truck as needed.

### B. Recycling Center

Section 2.2 Recycling Center. Contractor shall assist in the operation of the Recycling Center on an as-needed basis during the hours of operation specified in Schedule A, attached hereto and hereby incorporated.

### C. Transfer Station

Section 2.3. Transfer Station. Contractor shall operate the Transfer Station during the hours of operation specified in Schedule B attached hereto and hereby incorporated.

Section 2.3.1. Transfer Station Acceptable waste. Contractor shall accept By-Pass, Bulky Waste, and Construction and Demolition Debris deposited at the Transfer Station and shall ensure that the same does not contain Unacceptable Waste.

Section 2.3.2. Operators. Contractor shall provide a sufficient number of trained workers so that during the hours specified in Schedule B attached hereto and incorporated herein, there is a fully trained equipment operator and loader at the Transfer Station and so that during all hours not specified in said Schedule B, a fully trained equipment operator is reasonably available to work at the Transfer Station. The

operator shall reasonably respond to MMWAC's direction to remove processible or Recyclable Materials from the Acceptable Waste and to perform necessary duties at the Facility as may be requested by MMWAC during normal hours of operation.

**D. Transportation and Disposal**

Section 2.4. Contractor shall transport and dispose of By-Pass, Bulky Waste, and Construction and Demolition Debris from the Transfer Station to one or more properly licensed facilities (a "Disposal Facility")

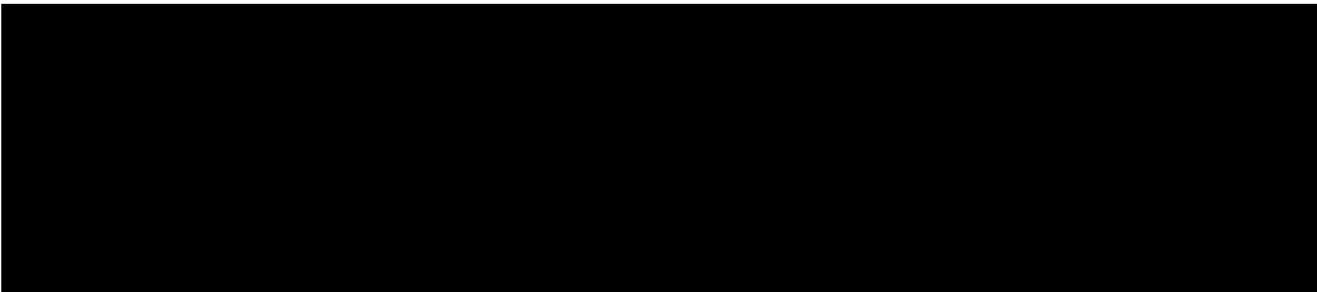


**E. Employees**

Section 2.5. Contractor shall have complete charge of its employees engaged in the performance of work under this Agreement, and such employees shall not be considered to be employees, servants or agents of MMWAC in any respect. Contractor shall have full responsibility for the conduct and safety of all of its agents, employees, subcontractors, suppliers, and representatives and shall employ, and cause to be employed, and shall retain and permit to be retained in employment, only such employees as will be orderly and will in all respects cooperate and work in harmony with others at the Transfer Station and MMWAC's Facility.

**ARTICLE III**

**Term**



## ARTICLE IV

### Payment

Section 4.2. Method of Payment. On or by the 10<sup>th</sup> day of each month, Contractor shall submit an invoice to MMWAC for payment of operation, transportation and disposal services provided under this Agreement in the prior month. Said invoice shall state: (a) the monthly payment as provided in Section 4.1.1; and (b) the number of tons of By-Pass, Bulky Waste, and Construction and Demolition Debris disposed by Contractor in the prior month at each disposal location. MMWAC shall pay Contractor the amount of the invoice within thirty (30) days after the date of the invoice. If payment of the amount of the invoice is not received the Contractor within thirty (30) days after the date of the invoice, Contractor may send an overdue payment notice to MMWAC seeking payment of the overdue amount; if, within fifteen (15) days following receipt of the notice of overdue payment, MMWAC still has not made its overdue payment, such failure shall constitute an Event of Default under Section 7.3 of this Agreement.

## ARTICLE V

### Compliance with Laws

Section 5.1 The Contractor shall conduct operations under this Agreement in compliance with all Applicable Laws; provided, however, that it is understood and agreed by the parties hereto that if any service contemplated under the Agreement should at any time during the term of this Agreement, for any reason whatsoever,

become illegal and in contravention of Applicable Laws, the parties hereto shall be discharged of their obligations with regard to that service under this Agreement and have no further liability each to the other.

## ARTICLE VI

### Indemnification and Insurance

Section 6.1 Indemnification. The Contractor shall defend, indemnify and hold harmless MMWAC, its Member Municipalities and the agents, officers, directors and employees of each of the foregoing from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees and costs, arising out of or resulting from Contractor's performance of services under Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including but not limited to, the loss of use resulting therefrom, or to any violations of State, federal or local laws, rules, regulations, ordinances or orders, that is caused in whole or in part by: (i) the reckless, willful or negligent acts or omissions of the Contractor or any of its officers, agents, employees, representatives, subcontractors, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and is not caused solely by negligence, reckless or willful acts or omissions by MMWAC, its agents, employees or residents; or (ii) the breach of any term, provision, condition, representation or warranty contained herein by Contractor. Notwithstanding anything to the contrary herein, the indemnification provided by this Section 6.1 shall be a continuing right to indemnification and shall survive the termination of this Agreement.

Section 6.2 Insurance. Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement at no expense to MMWAC, the following insurance coverages:

- a. Commercial General Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to Protect the Contractor, any subcontractor performing work covered by this Agreement, and MMWAC from claims and damage that may arise from operations under this Agreement, whether such operations be by

Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

b. Automobile Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the Contractor, any subcontractor performing work covered by this Agreement, and MMWAC from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

c. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

d. Environmental Impairment Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) to cover all sites owned or operated by Contractor under this agreement and to include coverage for the transportation of waste.

e. All such insurance policies shall name MMWAC and its officers, directors, agents and employees as additional insureds, except for Environmental Impairment Liability Insurance and except that for purposes of workers' compensation insurance, the Contractor and its subcontractors instead may provide a written waiver of subrogation rights against MMWAC. The Contractor, prior to commencement of work under the Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to MMWAC certificates satisfactory to MMWAC evidencing such insurance coverages, which certificates shall state that the Contractor and its subcontractors must provide written notice to MMWAC at least thirty (30) days prior to cancellation of any policies, except that ten (10) days notice shall be provided for cancellation due to non-payment of premium. Replacement certificates shall be delivered to MMWAC prior to the effective date of

cancellation or expiration of any such insurance policy. The Contractor shall not commence work under this Agreement until it has obtained all insurance coverage required under this subparagraph and such insurance policies have been approved by MMWAC, nor shall the Contractor allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by MMWAC. Any insurance policies written on a claims made basis shall have a retroactive date which shall be no later than the date of this Agreement between the parties.

## **ARTICLE VII**

### **Defaults and Remedies**

Section 7.1 Events of Default by Contractor. Each of the following shall constitute an Event of Default by Contractor hereunder: (a) any act of Bankruptcy on the part of Contractor; (b) failure by Contractor (other than due to a Force Majeure) for period of two (2) or more days of operation to transport deliveries of Acceptable Waste or of Unacceptable Waste, which is not acceptable due to the negligence or willful misconduct of Contractor in accordance with the terms and conditions of this Agreement; or (c) the breach of, or failure to comply with, any other material term, condition, obligation, representation, warranty or covenant contained in this Agreement by Contractor, if such breach of failure is not cured within forty-eight (48) hours following receipt of written notice. The cure and notice provisions of Section 7.1 (c) shall not apply in the case of an Event of Default described in Section 7.1 (a) or (b).

Section 7.2 Remedies of MMWAC. Upon the occurrence of an Event of Default by Contractor and at any time thereafter, and following the opportunity to cure as provided in Section 7.1 (c), MMWAC shall have the right upon prior written notice to Contractor to (a) terminate its obligations under this Agreement; and/or (b) pursue all remedies available to it at law or equity and such remedies may be exercised independently or together.

Section 7.3 Event of Default by MMWAC. Each of the following shall constitute an Event of Default by MMWAC hereunder: (a) act of Bankruptcy on the part of MMWAC, in which case (i) Contractor may exercise its right of termination under Section 7.4, ten (10) days after the occurrence of such event and (ii) during said ten (10) day period,

Contractor shall have the right without notice to suspend its obligations under this Agreement; (b) failure by MMWAC to make payment of an overdue payment under Article IV within fifteen (15) days following receipt of written notice from the Contractor that the payment is overdue; or (c) MMWAC's breach of, or failure to comply with, any other material term, condition, obligation, representation, warranty or covenant contained in this Agreement, if such breach or failure is not cured within fourteen (14) days following receipt of written notice from Contractor. The cure and notice provisions of Section 7.3 (c) shall not apply in the case of an Event of Default described in Section 7.3 (a) or (b).

Section 7.4 Remedies of Contractor in the Event of Default. Upon the occurrence of an Event of Default by MMWAC and at any time thereafter during its continuance, following the opportunity to cure as provided in Section 7.3 (c), if applicable, Contractor shall have the right upon prior written notice to MMWAC to: (a) terminate its obligations under this Agreement; and/or (b) pursue all remedies available to it at law or at equity and such remedies may be exercised independently or together.

Section 7.5 Nonwaiver. No delay, failure or omission by either party to exercise any remedy, right or power occurring upon any Event of Default shall impair any such remedy, right or power or be construed to be a waiver of any such Event of Default or acquiescence therein. No waiver of any Event of Default hereunder, by either party shall extend to or affect any subsequent Event of Default, or impair or affect any party's ability or right to exercise any remedy, right or power in the future.

Section 7.6 Force Majeure.

- a. No occurrence, action or omission by either party shall be an Event of Default if such occurrence, action or omission is due to a Force Majeure.
- b. If a Force Majeure prevents Contractor from delivery of By-Pass, Bulky Waste or Construction and Demolition Debris to a Disposal Facility as provided in this Agreement and such continues to be the case for a period of ten (10) calendar days, MMWAC shall have the right, upon notice to Contractor, to terminate this Agreement.
- c. If a Force Majeure prevents MMWAC from generating or processing By-Pass, Bulky Waste, or Construction and Demolition Debris for

Contractor to transport and/or dispose, and such continues to be the case for a period of ten (10) calendar days, MMWAC shall promptly forward to Contractor a written confirmation as to the cause of the Force Majeure and MMWAC's reasonable estimate as to the duration thereof.

## **ARTICLE VIII**

### **Miscellaneous**

#### **Section 8.1 Binding Nature of Agreement: Assignment**

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors and assigns; provided, however, that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed.
- b. Consent may be withheld by Contractor or by MMWAC after reasonable consideration of such factors as (i) the proposed assignee's history of environmental compliance; (ii) the proposed assignee's knowledge of, and experience in, the waste-to-energy business and/or the solid waste management business; or (iii) the financial position, business, affairs or prospects of the proposed assignee.
- c. Anything to the contrary notwithstanding, the Contractor consents to MMWAC entering into an indenture of trust and/or mortgage and security agreement of the Facility, and/or assignment of the Agreement with a third-party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Credit Enhancement Providers provided in connection with such financing), with the acknowledgement that under such financing agreements MMWAC may be required to pledge and assign its rights under the Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default. Contractor consents to the assignment

of this Agreement to such parties including the Trustee and any Credit Enhancement Providers providing financing or Credit Enhancement for the Facility, or any portions thereof.

- d. Contractor agrees to execute such consents to assignments for financing purposes and acknowledgements of the existence of continued viability of this Agreement and other reasonable matters with respect thereto as MMWAC or its lenders may reasonably request.

**Section 8.2 Limitations on Agreement.** The parties acknowledge and agree that they may exercise their rights and perform their obligations hereunder only in accordance with Applicable Laws, in such manner as will not cause any party to be in violation of Applicable Laws, and subject to such reasonable and generally applicable regulations and restrictions as any Governmental Body may promulgate from time to time.

**Section 8.3 Termination.**

- a. Either party to this Agreement may terminate this Agreement as provided under Article VII hereof.
- b. At any time during the term hereof, MMWAC may terminate this Agreement for convenience upon no less than thirty (30) days prior written notice to Contractor.

**Section 8.4 Effect of Termination.** Upon termination of this Agreement, the rights and obligations of parties under this Agreement shall cease; provided, however, that any obligation or claim for the payment of money or otherwise arising from the conduct of the parties prior to such termination or from the breach or unlawful termination of this Agreement shall not be affected by such termination and shall remain in full force and effect until satisfied, discharged or waived, further provided, however, that if only a specific section or sections of this Agreement are terminated, then the remainder of this Agreement shall not be affected by such termination and shall remain in full force and effect until satisfied, discharged or waived.

**Section 8.5 Modifications.** Modifications, waivers or amendments of or to the provisions of this Agreement shall be effective only if set forth in a written instrument signed by the parties hereto.

**Section 8.6 Notices.** Any notice, demand or other communication by one party hereto to another party shall be in writing and shall be deemed to have been validly given when mailed certified mail return receipt requested, postage prepaid, addressed to the person or persons specified below:

If to Contractor:     Waste Management Disposal Services of Maine, Inc.  
                                  Attention: Jeffrey McGown, District Manager  
                                  PO Box 629  
                                  Norridgewock, ME 04957

If to MMWAC:         Mid-Maine Waste Action Corporation  
                                  Attention: John King, Executive Director  
                                  110 Goldthwaite Rd.  
                                  Auburn, ME 04210

**Section 8.7 Severability.** In the event any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render any other provision hereof unenforceable.

**Section 8.8 Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Maine.

**Section 8.9 Third Party Beneficiaries.** It is not intended that this Agreement make any Person or entity a third party beneficiary hereof, notwithstanding the fact that Persons or entities other than Contractor and MMWAC may be benefited hereby.

**Section 8.10 MMWAC Interest.** Nothing contained herein shall be construed to grant, convey or vest in MMWAC any legal or equitable interest in Contractor, or a Disposal Facility or any real or personal property owned or leased by Contractor, including without limitation any lease, license, easement or other interest in the real property on which a Disposal Facility is situated, except as expressly provided in any separate lease agreements the parties may execute.

**Section 8.11 Entire Agreement.** This Agreement, together with Schedules A and B attached hereto, constitutes the entire agreement of the parties, integrates all prior

agreements, and supersedes all prior communications between the parties and all prior drafts hereof.

Section 8.12 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made in this Agreement shall survive the execution and delivery of this Agreement and the performance of the transactions contemplated hereunder.

Section 8.13 Counterparts. This Agreement may be executed in counterparts, each of which will be binding as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending to be legally bound hereby.

ATTEST:

WASTE MANAGEMENT DISPOSAL  
SERVICES OF MAINE, INC.

\_\_\_\_\_

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

Jeffrey McGown  
District Manager

ATTEST:

MID-MAINE WASTE ACTION CORP.

  
\_\_\_\_\_

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

John King  
Executive Director

SCHEDULE A

Hours of Operation of Recycling Center

Monday to Friday 8:00 a.m. to 4:00 p.m.

Holiday closures limited to:

New Year's Day

Memorial Day (observed)

Independence Day

Labor Day

Thanksgiving

Christmas

## SCHEDULE B

### Hours of Operation of Transfer Station

Monday to Friday 8:00 a.m. to 4:00 p.m.

- Note Contractor upon mutual consent will extend hours of operations during shut down periods.

Holiday closures limited to: New Year's Day

Memorial Day (observed)

Independence Day

Labor Day

Thanksgiving

Christmas

**Mid-Maine Waste Action Corporation**

110 Goldthwaite Road  
Auburn, Maine 04210  
(207) 783-8805  
Fax (207) 783-9831  
www.midmainewaste.com

September 17, 2018

Linda J. Butler  
Licensing and Compliance Specialist  
Div. of Technical Services  
Maine Department of Environmental Protection  
17 State House Station  
Augusta, ME 04333-0017

Dear Ms. Butler,

I am writing in support of Waste Management Disposal Services of Maine's (Waste Management) application for a public benefit determination for their Phase 14 expansion.

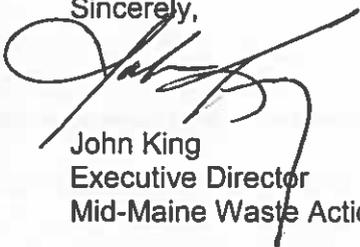
Mid-Maine Waste Action Corp (Mid-Maine Waste) is a small 250 ton/day waste-to-energy facility in Auburn, Maine. We serve our 12 member communities, 15 contracted communities, and numerous private haulers from the surrounding area. Mid-Maine Waste is at or over capacity during the summer months and depends on Norridgewock landfill to handle our excess tonnage as well as OBW/construction debris throughout the year in a cost effective way.

In the winter months the facility relies on Waste Management and other haulers to divert debris, when available, to ensure enough waste to operate at full capacity.

Waste Management has played an important role in Mid-Maine Waste's success over the years by operating our transfer station on site. This service enables the local communities to consolidate their waste in a single location to be transported to the landfill rather than each individual town running their smaller vehicles many miles to the disposal site.

Not only does Waste Management play an important role here at Mid-Maine Waste but also for the entire State of Maine. The question I keep asking is.... where will the waste be disposed if not in Norridgewock? The State has lost one waste-to-energy facility in Biddeford several years ago and that waste has not found a suitable home. Where would all this additional waste end up if not at the environmentally safe and well operated Norridgewock Landfill? I think it is necessary that the Crossroads landfill continue to serve the communities in the State of Maine beyond 2024.

Sincerely,



John King  
Executive Director  
Mid-Maine Waste Action Corp

Reference No.: 03943

MEMBER COMMUNITIES:

AUBURN • BOWDOIN • BUCKFIELD • LOVELL • MINOT • MONMOUTH • NEW GLOUCESTER • POLAND • RAYMOND • SUMNER • SWEDEN • WALES

# EXHIBIT B

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**WASTE DISPOSAL AGREEMENT**

**Between**

**MUNICIPAL REVIEW COMMITTEE, INC.**

**and**

**WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.  
CROSSROADS LANDFILL**

**SOLID WASTE DISPOSAL AGREEMENT**

AGREEMENT entered into this 24<sup>th</sup> day of August 2015, by and between the MUNICIPAL REVIEW COMMITTEE, INC. (hereinafter referred to as "MRC"), which currently represents 187 member municipalities that it anticipates continuing to serve after April 1, 2018, in accordance with this Agreement (each a "Participating Community" and collectively, the "Participating Communities") as designated on Exhibit B, and WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC., owner and operator of Crossroads Landfill located at 357 Mercer Road, Norridgewock, ME 04957 (hereinafter collectively referred to as "CROSSROADS").

I. **MATERIALS.** During the term of this Agreement, the MRC will cause Fiberight, LLC or its designee ("Fiberight"), as operator, to deliver to Crossroads Landfill, on an exclusive basis, and Crossroads agrees to accept, all of the nonhazardous residual material ("Residuals") generated at the municipal waste processing facility to be constructed and operated by Fiberight on a site leased from and owned by MRC located in Hampden, ME, or a successor municipal waste processing facility sponsored by the MRC ("MRC Facility"). Residuals shall be nonhazardous solid materials remaining after the processing at the MRC Facility of acceptable Municipal Solid Waste as defined under 06-096 CMR 400(1)(NNNN) and 35-A MRSA 3303(5) ("MSW" or "Acceptable Waste") that have not been recycled or reused.

[REDACTED] MRC shall be responsible for causing Fiberight to deliver Residuals to Crossroads for disposal in accordance with the delivery procedures of Crossroads in the form of Exhibit C as may be amended from time to time.

MRC also will cause to be delivered to Crossroads Landfill, on an exclusive basis, and Crossroads agrees to accept, all MSW generated within the Participating Communities designated as By-pass ("By-pass"). By-pass is unprocessed MSW requiring disposal after the start of commercial operations at the MRC Facility during periods when the MRC Facility is not able to receive said MSW. The MRC or its Participating Communities shall arrange for delivery of By-pass to Crossroads Landfill either directly from the MRC Facility or directly by the Participating Municipalities or their designees in accordance with Exhibit C.

MRC also will cause to be delivered to Crossroads Landfill, on an exclusive basis, and Crossroads agrees to accept, all MSW generated within the Participating Communities designated as Bridge Capacity ("Bridge Capacity"). Bridge Capacity shall be MSW collected within the Participating Communities and requiring disposal in the period between April 1, 2018 and the start of commercial operations of the MRC Facility (the "Bridge Period").

[REDACTED] The MRC or its Participating Communities shall arrange for delivery of Bridge Capacity MSW to Crossroads either directly from the MRC Facility or directly by the Participating Municipalities or their designees in accordance with Exhibit C.

Crossroads will accept unprocessed MSW delivered by or on behalf of Participating Communities that has been identified by the MRC for transfer to the MRC Facility. Crossroads will load MSW in the appropriate amounts into designated trailers while on site at Crossroads for delivery to the MRC Facility. MRC shall pay or cause to be paid by Participating Communities all costs for loading and trucking from Crossroads to the MRC Facility. The rate for loading to be paid to Crossroads is set forth in Section 4 of this Agreement.

Materials generated by the MRC, Fiberight or Participating Communities, which are collected by municipal vehicles, or private haulers under contract with MRC, Fiberight or any Participating Community, shall, at the time of delivery, be required to be identified to Crossroads, its agents or employees. Each person delivering Residuals, MSW as By-Pass and MSW as Bridge Capacity for the MRC, Fiberight or Participating Municipalities to Crossroads shall be required to furnish reasonable proof and assurance that the Materials delivered by such person originated at the MRC Facility or in a Participating Community and that such Participating Community or MRC has approved deliveries by such person and by such person's truck to Crossroads.

Crossroads may at any time refuse to accept for disposal any material, substance or property which in the good faith judgment of Crossroads is harmful, unhealthy or unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the entity responsible for delivery (if known), the nature of the rejected waste material and the reason for the rejection will be communicated to the MRC. See Exhibit A for hazardous, special and unacceptable wastes. In addition, Crossroads may refuse to accept Acceptable Waste that is not delivered in accordance with the terms of the Agreement, delivered outside of the operating hours of the site, or which it is unable to accept due to the occurrence of a Force Majeure Event.

2. SERVICES PROVIDED. Crossroads will provide, under terms of this Agreement, the following services:

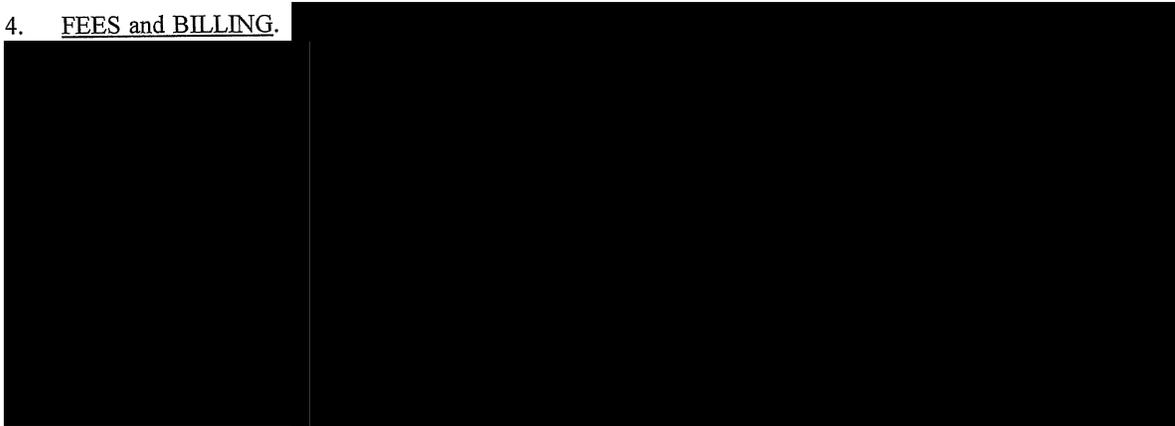
a) Disposal of all MSW , including without limitation, Residuals, By-pass and Bridge Capacity, at Crossroads Landfill, and loading of unprocessed MSW from Participating Communities onto MRC designated trailers for transport to the MRC Facility.

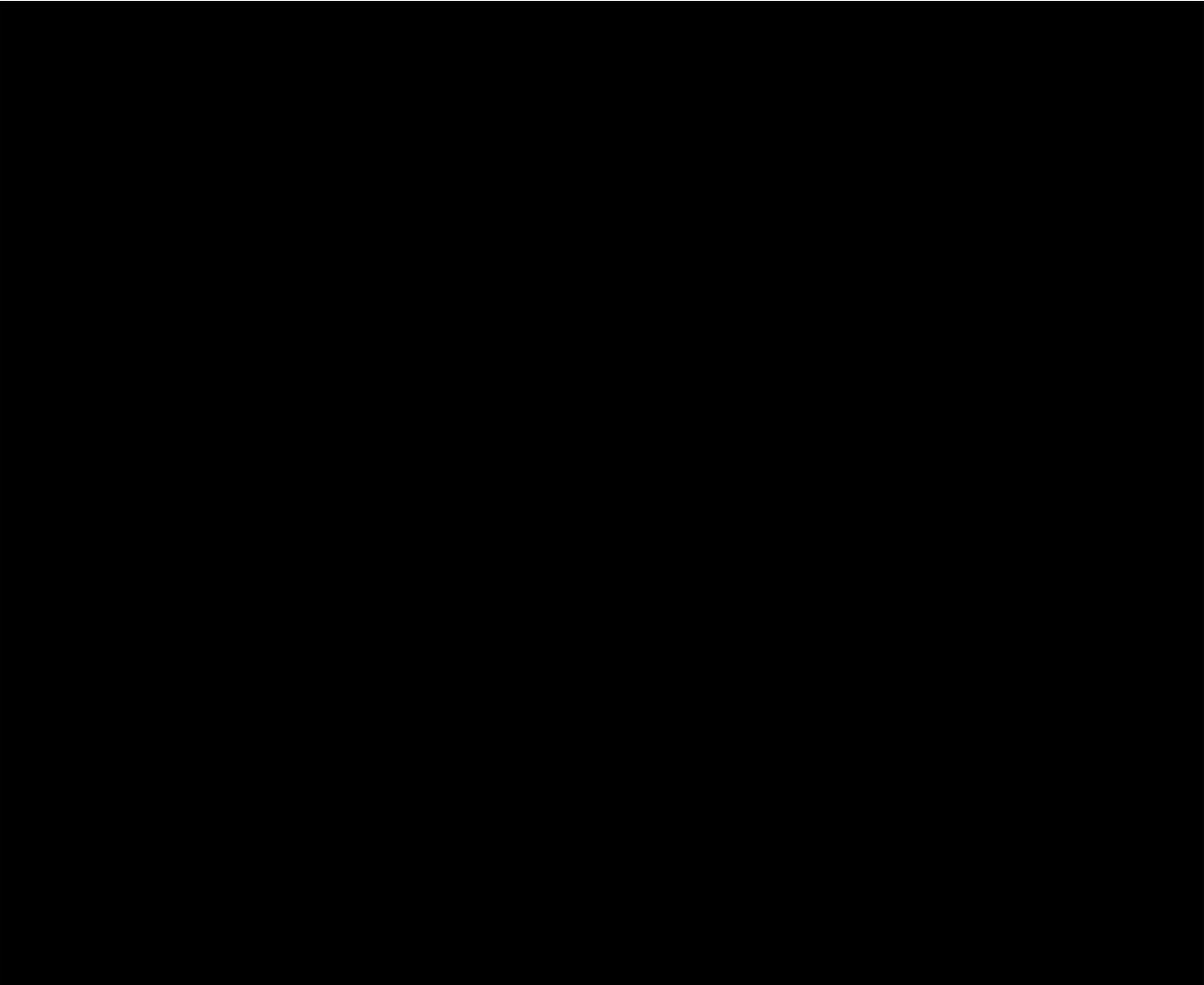
b) Provide adequate supervision of disposal operations at Crossroads

c) Remain open for the disposal of Materials between the hours of 7:15 A.M. to 3:30P.M., Monday through Friday and Saturday by appointment. Crossroads Landfill will be closed on Sundays and all legal holidays celebrated in the State of Maine and during any period where extreme or unusual weather conditions or similar hazards either prevent its operation or would make operations hazardous to persons and property. The MRC's contact (individual to be determined) shall be notified prior to any unscheduled closure of Crossroads Landfill. Maine state holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. For purposes of this Agreement, "business days" shall mean Monday through Friday, excluding holidays.

3. TERM. The term of this Agreement shall be for the period beginning April 1, 2018 and ending on March 31, 2028 . Additionally, subject to mutual consent of the parties, the Agreement may extended for up to (2) two periods of (5) five-years each by written agreement, not less than 90 days prior to the expiration of the then current term. MRC grants Crossroads the right of last refusal, as allowed by law, to match any valid written competitive offer for the services provided under this Agreement received by the MRC prior to expiration of the then current term or within ninety (90) days thereafter, should MRC not exercise its right to extend. The MRC shall provide written notice of any such offer, and Crossroads shall have fifteen (15) days from receipt of such notice within which to exercise its right of last refusal. The parties agree that both disposal fees and documented transportation costs to Crossroads Landfill and any other competing facility shall be included in the evaluation of total cost with respect to the right of last refusal granted to Crossroads hereunder. Notwithstanding the foregoing, upon request and reasonable notice provided by MRC and subject to approval of Crossroads, MRC can cause Bridge Capacity to be delivered to Crossroads Landfill, and Crossroads will accept such Bridge Capacity, prior to April 1, 2018, in accordance with the terms hereof applicable to delivery and acceptance of Bridge Capacity.

4. FEES and BILLING.





5. UNACCEPTABLE WASTE. No special (“Special Waste”) or hazardous waste (“Hazardous Waste”) or other types of waste as defined on Exhibit A (“collectively referred to as “Unacceptable Waste”), may be disposed at Crossroads without the prior written approval of the Crossroads District Manager. To obtain such approval, MRC, Fiberight or any Participating Community, as the case may be, must supply at its own expense, to Crossroads such information, as Crossroads deems necessary, including sampling and analysis of the waste, on such forms as Crossroads shall require. Crossroads may require written approval from the Maine Department of Environmental Protection for disposal of the Special Waste. In the event Unacceptable Waste is approved for disposal, a separate disposal rate will be charged. Such rate will be negotiated on a case- by- case basis.

In the event that Unacceptable Waste is discovered to have been transported from Fiberight, the MRC or any Participating Communities to and/or disposed at Crossroads Landfill, ownership of the Unacceptable Waste shall remain with Fiberight or the Participating Community from which it emanated, if identified, otherwise to the MRC. Upon written notification of violation, the prompt removal of the material from Crossroads shall be done in a manner, which is lawful, non-injurious to public health, environmentally sound and safe. All costs related to removal of Unacceptable Waste shall be borne by Fiberight or by the Participating Community responsible for its delivery, or, if Fiberight or a Participating Community could not be identified, by MRC.

6. DELIVERY OF ACCEPTABLE WASTES. Deliveries of Residuals, Bypass and Bridge Capacity, and of unprocessed MSW for loading and delivery to the MRC Facility, shall be comprised of Acceptable Waste generated and collected within the MRC Facility or from municipal collection operations or municipal solid waste transfer stations of Participating Communities, whether by municipal operations or by direct contract with a hauler, unless by written authorization from the MRC and a Participating Community, a hauler is designated to make private deliveries on behalf of a Participating Community.

Evidence that Acceptable Waste brought to Crossroads originated other than from the MRC Facility or a Participating Community, or in any other way was unauthorized for disposal under this Agreement, is grounds for excluding the responsible hauler, collector, or business concern from the use of the Crossroads Landfill; provided, however, that Crossroads shall issue not less than one (1) warning, with a copy to the MRC, in lieu of termination of disposal privileges prior to any such exclusion. The MRC shall be notified of the identity of the violator and the evidence and circumstances surrounding the exclusion.

Admission to the Crossroads Landfill shall be controlled solely by Crossroads and its authorized employees. Crossroad's determination of the municipal origin of the waste shall be final.

7. FACILITY PROCEDURES. Crossroads will provide a safe environment for the disposal of Acceptable Waste from Participating Communities and the MRC Facility. Crossroads shall at all times comply with all applicable local, state, and federal laws and regulations and facility permits regarding the disposal of Acceptable Waste from the MRC Facility and MRC Participating Communities. Haulers, collectors, and business concerns using Crossroads Landfill for disposal of wastes will comply with Crossroads posted safety procedures while at Crossroads and will obey the instructions of Crossroads authorized employees during disposal and at all times in the event of an emergency situation at Crossroads.

8. INDEPENDENT CONTRACTOR. Crossroads is, and shall perform its obligations under this Agreement as, an independent contractor and as such, shall have and maintain complete control over all its employees, agents and operations. Neither Crossroads, nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the MRC or its Participating Communities.

9. INSPECTIONS. During normal business hours, and with reasonable notice, in no event less than twenty-four hours, the MRC shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government agency to Crossroads, which are applicable to the performance of obligations under this Agreement.

10. EXCUSE OF PERFORMANCE. Either party may suspend the performance of obligations under this Agreement, except for the payment for services already rendered, for a definite or indefinite period as circumstances require in the event of an act of force majeure ("Force Majeure" or "Force Majeure Event"). Force Majeure Event shall mean any act or event beyond the control of the parties, which materially and adversely affects the performance of this Agreement, including without limitation:

- a) strikes or work stoppages at the facility ;
- b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by:
  - i. acts of god, epidemic, landslide, lightning, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
  - ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;



13. DEFAULT. Should Crossroads fail or refuse to operate the facility substantially in accordance with this Agreement, unless such failure or refusal shall be excused or justified by a force majeure or is due to default by the MRC and if such failure or refusal is of a material nature, then the MRC shall have the right to terminate this Agreement by written notification after Crossroads has been given 30 days to resolve the problem or in the case of a force majeure event 60 days to resolve the problem. The MRC shall have the right to recover from Crossroads the actual damages suffered by Fiberight, the MRC or Participating Communities as a result of the act or failure of Crossroads in performing its obligations under this Agreement. Should the MRC fail or refuse to perform its obligations under this Agreement, and if such failure is not caused by Crossroads' default and is of a material nature, then Crossroads shall have the right to terminate with 30 days written notification and opportunity to cure.

14. DISPUTE RESOLUTION. In the event any claim, controversy or dispute arises between Crossroads and the MRC or Participating Communities, the MRC and Crossroads shall first negotiate in good faith to resolve the dispute; provided however, that neither party waives any right to any action available at law or in equity. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

15. FORM OF CONSENT. All consents of any kind required under this Agreement shall be in writing. Whenever, under this Agreement, the MRC is authorized to give consent, such consent may be given and shall be conclusively evidenced by the authorized representative of the MRC giving such consent. Whenever under the terms of this Agreement, Crossroads is authorized to give its consent; such consent may be given and shall be conclusively evidenced by writing certified by its District Manager.

16. ASSIGNMENT. Crossroads may not assign this Agreement without the written consent of the MRC which consent shall not be unreasonably withheld. The MRC may assign the Agreement only to a successor public regional entity, which assumes all rights and obligations of the MRC.

17. AMENDMENT. This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.

18. GOVERNING LAW. This Agreement shall be governed and construed under and pursuant to the laws of the State of Maine without regard to any conflicts of laws principals.

19. MISCELLANEOUS.

a) If any provision of this Agreement or any portion of such provision, or the application thereof to any circumstances or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to other persons or circumstances shall not be affected thereby.

b) Audit of Records - The monitoring and auditing of Crossroads scale records and individual delivery weight slips that support the charges under this Agreement, by MRC shall be allowed on an annual basis as requested, subject to forty-five days' written notice by MRC to Crossroads. If third party consultants are employed by MRC, such consultants shall be required to execute a confidentiality agreement. .

c) Record Retention - Crossroads shall maintain all weight and scale records in relation to this Agreement for a period of at least five (5) years after the end of the Contract period.

d) Record Ownership - All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Crossroads for MRC in connection with the performance of the services contracted for herein shall become the property of the MRC, and shall, upon request, be returned to the MRC, at Crossroads expense, at the termination or expiration of this Agreement.

20. INSURANCE Crossroads shall obtain and maintain all insurance required by these specifications and provide the MRC with a certificate of insurance for all required insurance. The minimum insurance requirements, indemnity provisions, and waiver provisions for all work or services for the MRC shall be as follows:

Worker's Compensation	Per Statute	
General Liability		
Personal/Bodily Injury	\$ 1,000,000	per incident
	\$ 2,000,000	aggregate
Property Damage	\$ 1,000,000	per incident
	\$ 2,000,000	aggregate
Automobile Liability	\$ 1,000,000	per person
	\$ 2,000,000	each accident

Crossroads shall name the MRC and the MRC's Participating Communities, its boards, officers, agents and employees as named insured in any and all required insurance policies to the extent of its liability under this Agreement. Crossroads shall not cancel any required insurance policies. Crossroads shall not modify or replace any required insurance without thirty (30) days prior written notice to the MRC.

21. OWNERSHIP OF WASTE Title to all Acceptable Waste delivered to the disposal facility shall pass to Crossroads when deposited at the Crossroads Landfill (i.e., at the working face or tip floor). Title to and liability for Unacceptable Waste shall remain with the MRC, Fiberight or the Participating Community delivering it, as the case may be, until acceptance of delivery. At no time will Crossroads accept title to Unacceptable Waste, unless Crossroads agrees in writing to accept the Unacceptable Waste, after reviewing and approving a waste profile supplied by MRC or a Participating Community at which time the Unacceptable Waste shall be deemed to be Acceptable Waste and Crossroads shall accept title to the waste

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

23. NON-APPROPRIATION. The MRC's multi-year obligations under this Agreement are conditioned upon the Participating Communities continuing to allocate funds throughout the term of this Agreement to continue its solid waste collection programs. The MRC's budget is prepared annually with its fiscal year commencing January 1 and ending December 31. Should the MRC anticipate that funds will not be appropriated to maintain its Participating Communities' solid waste collection programs, the MRC will give notice of same as soon as practicable.

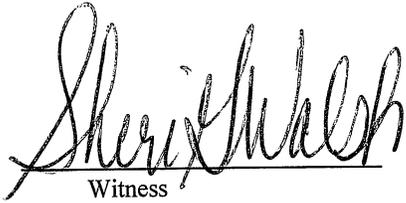
24. CONSENTS. Crossroads acknowledges that the MRC or Fiberight may request to have Crossroads reaffirm the obligations under this Agreement in the form of an additional consent agreement, acknowledgement agreement or similar document that would be part of the business arrangements to support investment in or financing of the MRC Facility. Crossroads agrees to provide such reaffirmation document in reasonable form.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 24th  
Day of August, 2015.

WASTE MANAGEMENT DISPOSAL  
SERVICES OF MAINE, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Christopher DeSantis  
Its: President

  
\_\_\_\_\_  
Witness

MUNICIPAL REVIEW COMMITTEE, INC.

  
\_\_\_\_\_  
Greg Louder  
Its: Executive Director

**SHERI G. WALSH**  
Notary Public, Maine  
My Commission Expires April 6, 2020

## EXHIBIT A

### A. "Hazardous Waste" means:

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

### B. "Unacceptable Waste" means:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or 8.
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 -7.
9. Chemical waste from a laboratory.
10. Articles, equipment and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
11. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
12. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, etc.)
13. Asbestos contained in or from waste from building demolition or cleaning.
14. Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
15. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial

product or a single waste, which would otherwise qualify as a miscellaneous special waste.

16. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that, to an extent that distinguishes it from typical household waste, is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved or otherwise heat-treated.)
17. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturing.
18. Waste produced by mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
19. Pumpings from septic tanks used any size exclusively by dwelling units.
20. Sludges from a publicly owned sewerage treatment plant serving primarily domestic users.
21. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
22. Washwater wastes from commercial laundries or laundromats including waste from dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.

EXHIBIT B  
LIST OF PARTICIPATING MRC COMMUNITIES

This list of Participating Communities is current as of July 2015. CROSSROADS and MRC acknowledge that a small number of municipalities may be added to or subtracted from this list prior to April 1, 2018. MRC will keep CROSSROADS informed on an ongoing basis of changes in the list

Abbot  
Albion  
Alton  
Atkinson  
Baileyville  
Bancroft  
Bangor  
Bar Harbor  
Belfast  
Blue Hill  
Boothbay RRDD  
Bowerbank  
Bradley  
Brewer  
Brooks  
Brownville  
Bucksport  
Burnham  
Carmel  
Castine  
Central Penobscot  
Cherryfield  
Chester  
China  
Clifton  
Clinton  
Cranberry Isles  
Cushing  
Dedham  
Dixmont  
Dover-Foxcroft  
Drew Pt  
East Millinocket  
Eddington  
Edinburg  
Enfield  
Etna  
Fairfield  
Franklin  
Freedom  
Friendship  
Garland  
Glenburn

Gouldsboro  
Greenbush  
Guilford  
Hampden  
Hancock  
Harrington  
Haynesville  
Hermon  
Holden  
Howland  
Hudson  
Jackson  
Kenduskeag  
Knox  
LaGrange  
Lamoine  
Lee  
Levant  
Lincoln  
Lucerne  
Machias  
Macwahoc Plt  
Mariaville  
Mars Hill  
Mattawamkeag  
Maxfield  
Medford  
Medway  
Midcoast SWD  
Mid-Maine SWD  
Milbridge  
Milford  
Millinocket  
Milo  
Monson  
Montville  
Mt. Desert  
N.Katahdin  
Newburg  
Oakfield  
Old Town  
Orland  
Orono  
Otis  
Owls Head  
Palmyra  
Parkman  
Passadumkeag  
Penobscot Co.  
Penobscot Town

Piscataquis Co.  
Pleasant River SWD  
Plymouth  
Reed Plt  
Rockland  
S. Thomaston  
Sangerville  
Searsmont  
Searsport  
Sebec  
Sherman  
Sorrento  
Springfield  
Stetson  
Steuben  
Stockton Springs  
Stonington  
Sullivan  
Surry  
SW Harbor  
Swans Island  
TCSWMO  
Thomaston  
Thorndike  
Tremont  
Trenton  
Troy  
Union River SWD  
Unity  
Vassalboro  
Veazie  
Verona  
Waldoboro  
Waterville  
West Gardiner  
Winn  
Winslow  
Winter Harbor  
Winthrop  
Wiscasset

## EXHIBIT C

### CROSSROADS LANDFILL, NORRIDGEWOCK, ME DELIVERY PROCEDURES

#### Transporter Rules and Regulations

As the acknowledged leader in the solid waste industry, our responsibility is to establish and maintain the highest waste management standards.

These standards provide maximum protection to our customers, employees, and the community, ensuring that we conform to both the letter and the spirit of all laws, regulations and permits governing our operations.

A key component of this management process is the transportation of wastes to our facility. Safe transport is as important as safe disposal. Hence, we have developed very stringent transporter requirements to ensure the safety of our employees, our neighbors, and people in the communities in which we do business. Moreover, our concern for safety demands that we rigidly enforce these rules and regulations.

Therefore, we require that EVERY driver obey the letter and the spirit of all Local, State and Federal laws, and our WMDSM-Crossroads transporter rules and regulations. Your safety, as well as the safety of our employees and the public depends upon it.

#### WMDSM-Crossroads compliance:

Transporters will comply with all Federal and State DOT requirements, as well as Maine DEP requirements. All transporters will also comply with this document, the WMDSM-Crossroads Transporter Rules and Regulations.

#### Scheduling:

- All trucks will be scheduled for arrival on site during operating hours.
- No trucks can arrive and park at the facility before operating hours commence.
- Trucks carrying wastes will be scheduled for arrival during the hours of 7:30 a.m. and 3:30 p.m. (unless prior approval is given).

#### Designated Route:

- All trucks must travel on State/Federal Highways.
- This also applies to vehicles leaving the facility.
- Absolutely NO DEVIATION from the designated route.

#### Community Requirements:

- Observe all posted speed limits.
- Observe extreme caution in school zones.
- Do not use engine (Jake) brakes in the town of Norridgewock.
- Ensure all loads are secured to prevent litter and odor issues.

Non-Compliance:

Non-compliance with any of the above rules may result in rejection or delay in servicing of the specific load and/or exclusion of the non-complying driver from the facility.

- A first offense will subject the driver to a verbal warning.
- A second offense by the same driver within one month will subject the driver and hauling contractor to a written warning.
- A third offense within one month will subject the driver to a 2 week ban from the facility.

THE TRANSPORTER AGREES AND CERTIFIES THAT:

- A. ALL TRANSPORTER employees will comply with all Federal, State and Local Safety Laws and Rules.
- B. ALL TRANSPORTER employees will comply with all WMDSM-Crossroads Safety and Operating Rules and Regulations as posted by signs or communicated by other means at the Norridgewock, Maine facility.
- C. ALL TRANSPORTER employees have been trained in the applicable work tasks to be performed by them.
- D. ALL TRANSPORTER employees, working in the site designated asbestos area, will be trained and are medically qualified.
- E. ALL TRANSPORTER employees will observe the facility scheduled receiving hours.
- F. ALL TRANSPORTER employees have been properly instructed to insure strict observation of all safety rules, regulations and routing.
- G. ALL TRANSPORTER employees have been provided with a copy of this document and instructed to carry it in their vehicles at all times.
- H. HE/SHE will take positive action to cause all such employees to comply with all laws, rules and regulations contained in this document.

---

Signature of Contractor/Authorized Agent

---

Date

---

Company Name

---

Company Address

## **FIRST AMENDMENT TO WASTE DISPOSAL AGREEMENT**

This First Amendment to Waste Disposal Agreement (this “Amendment”) is made and entered into on the respective dates set forth below, by and between MUNICIPAL REVIEW COMMITTEE, INC. (“MRC”), WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC (“Crossroads”), FIBERIGHT LLC (“Fiberight”), and COASTAL RESOURCES OF MAINE LLC (“Coastal”).

### **RECITALS**

**Whereas**, MRC and Crossroads are parties to that certain Solid Waste Disposal Agreement dated August 24<sup>th</sup> 2015, as supplemented by a letter agreement dated March 17, 2016 (collectively the “Agreement”), covering and describing certain obligations for delivery and disposal of wastes described variously as; “Residuals”, “By-pass”, and “Bridge Capacity”, wastes. Upon execution of this First Amendment to Waste Disposal Agreement (“First Amendment”) by all parties, all references to the term Agreement shall include this First Amendment; and

**Whereas**, Fiberight is not included as a signatory to the original Agreement and therefore is not bound by it; and

**Whereas**, subsequent to the execution and delivery of the Agreement, Coastal was formed by Fiberight as a special purpose entity for the purpose of owning and operating the MRC Facility (as defined in the Agreement); and

**Whereas**, Fiberight has assigned to Coastal certain of its rights and obligations pertaining to the ownership and operation of the MRC Facility (the “Coastal Assignment”); and

**Whereas**, Fiberight and Coastal desire to be parties to the Agreement and to have the rights (the “Fiberight Rights”) and be bound by the obligations (the “Fiberight Obligations”) contained therein specific to Fiberight including, without limitation, the obligation to deliver to Crossroads certain waste streams and the right to enforce the obligation of Crossroads to accept such waste, all as described in the Agreement;

**Whereas**, Fiberight desires to add further description for specific wastes, and to clarify fees and obligations related thereto.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants between them, Fiberight, Coastal, MRC and Crossroads agree as follows:





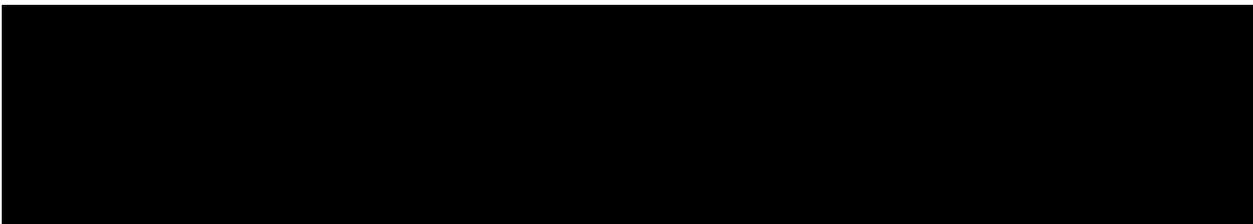
Materials generated by MRC, the MRC Facility or Participating Communities, which are collected by municipal vehicles, or private haulers under contract with MRC, Fiberight, Coastal or any Participating Community, shall, at the time of delivery, be required to be identified to Crossroads, its agents or employees. Each person delivering Residuals, MSW as By-Pass and MSW as Bridge Capacity for MRC, Fiberight, Coastal or Participating Municipalities to Crossroads shall be required to furnish reasonable proof and assurance that the materials delivered by such person originated at the MRC Facility or in a Participating Community and that such Participating Community or MRC has approved deliveries by such person and by such person's truck to Crossroads.

Crossroads may at any time refuse to accept for disposal any material, substance or waste which in the good faith judgment of Crossroads is harmful, unhealthy or unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the entity responsible for delivery (if known), the nature of the rejected waste material and the reason for the rejection will be communicated to the MRC. See Exhibit A for hazardous, special and unacceptable wastes. In addition, Crossroads may refuse to accept Acceptable Waste that is not delivered in accordance with the terms of the Agreement, delivered outside of the operating hours of the site, or which it is unable to accept due to the occurrence of a Force Majeure Event.

Fiberight shall advise Crossroads on an ongoing basis of foreseeable changes in expected levels of deliveries of Residuals (including ADC) and other materials or waste addressed in this Agreement.

**E. Recycling.** Notwithstanding the obligation of Fiberight to deliver all By-pass and Bridge Capacity waste to Crossroads pursuant to subsections B and C above, Fiberight shall have the right to remove, solely for the purpose of recycling, household recyclables from By-pass and Bridge Capacity waste. Recycling for purposes of this Agreement shall not include processing or disposal of Acceptable Waste (including Acceptable Waste that also constitutes By-pass or Bridge Capacity) at a waste-to-energy or thermal processing facility, or disposal at a landfill.

5. Paragraph 1 of Section 4 of the Agreement shall be amended, by adding new language as follows at the end of the paragraph:



6. The list of Participating Communities in Exhibit B is replaced with the attached list.

7. Crossroads acknowledges that (i) Coastal may seek debt financing through

one or more third parties (each, a "Lender") with respect to the MRC Facility, and (ii) in connection with such financing or financings, the Agreement may be collaterally assigned by Coastal and/or Fiberight to a Lender or its representative or agent, and (iii) Crossroads' consent shall not be required for such collateral assignment, but neither such collateral assignment nor the exercise of any rights under the Agreement by a Lender or its representative or agent shall in any way relieve Coastal or Fiberight of its obligations under the Agreement or increase Crossroad's obligations under the Agreement. There shall be no more than one such collateral assignment at any given time. Crossroads agrees to execute any consents or other similar documents reasonably requested by Coastal, Fiberight or Lender in order to acknowledge any such collateral assignment, including, without limitation, promptly upon request by Coastal, the Agreement and Acknowledgement of Contract Assignment, substantially in the form attached hereto as Exhibit A, with any reasonable third-party costs incurred by Crossroads to be reimbursed by Coastal upon request by Crossroads.

8. Section 11 of the Agreement is amended and replaced in its entirety with the following:

"INDEMNIFICATION. Crossroads agrees to indemnify, defend and save harmless MRC, Fiberight, Participating Communities and their respective members, directors, officers, elected officials and agents (each an "MRC Indemnified Party") from and against any and all liability which an MRC Indemnified Party may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of Crossroads or its employees, agents or contractors in the performance of the Agreement.

MRC agrees to indemnify, defend and save harmless Crossroads and its members, directors, officers, employees and agents (each a "Crossroads Indemnified Party") from and against any and all liability which a Crossroads Indemnified Party may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act or omission or willful misconduct of any of the MRC or the Participating Communities or any of their respective employees, agents or contractors in the performance of the Agreement.

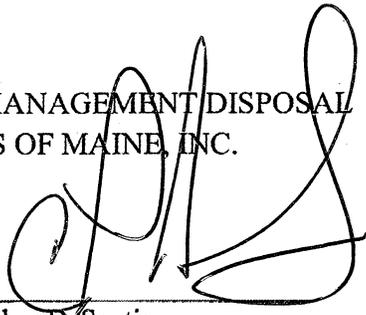
Fiberight and Coastal each agree to indemnify defend and save harmless Crossroads and its members, directors, officers, employees and agents (each a "Crossroads Indemnified Party") from and against any and all liability which a Crossroads Indemnified Party may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act or omission or willful misconduct of Fiberight or Coastal or any of their respective employees, agents or contractors in the performance of the Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates set forth below.

  
\_\_\_\_\_  
Witness

WASTE MANAGEMENT DISPOSAL  
SERVICES OF MAINE, INC.

  
\_\_\_\_\_  
Christopher DeSantis  
Its: President  
Date: 11-13-17

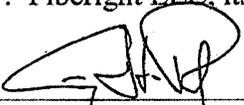
FIBERIGHT LLC

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Craig Stuart-Paul  
Its: CEO  
Date: November 14th 2017

COASTAL RESOURCES OF MAINE LLC

  
\_\_\_\_\_  
Witness

By: Fiberight LLC, its Manager  
By:   
\_\_\_\_\_  
Craig Stuart-Paul  
Its: CEO  
Date: November 14th 2017

MUNICIPAL REVIEW COMMITTEE, INC.

\_\_\_\_\_  
Witness

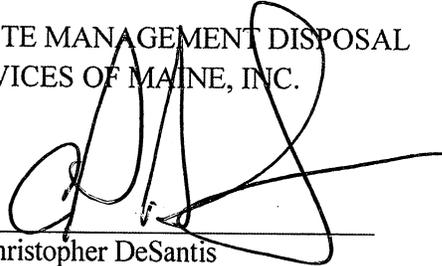
\_\_\_\_\_  
Greg Louder  
Its: Executive Director  
Date:

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates set forth below.



Witness

WASTE MANAGEMENT DISPOSAL  
SERVICES OF MAINE, INC.



Christopher DeSantis

Its: President

Date: 11-13-17

FIBERIGHT LLC

Witness

Craig Stuart-Paul

Its: CEO

Date:

COASTAL RESOURCES OF MAINE LLC

By: Fiberight LLC, its Manager

Witness

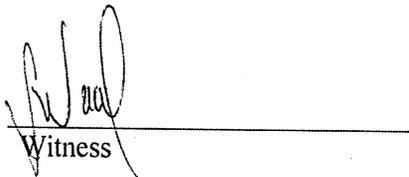
By:

Craig Stuart-Paul

Its: CEO

Date:

MUNICIPAL REVIEW COMMITTEE, INC.



Witness



~~Greg Lounder~~ Chip Reeves  
Its: Executive Director

Date: 11/13/17

**AGREEMENT AND ACKNOWLEDGMENT OF  
CONTRACT ASSIGNMENT (THIS “ACKNOWLEDGEMENT”)**

The undersigned hereby agrees, acknowledges and consents to the execution and delivery to U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, having a corporate trust office at One Federal Street, 3<sup>rd</sup> Floor, Boston, Massachusetts, as Collateral Agent (the “**Collateral Agent**”) of that certain Assignment of Project Contracts, dated as of November \_\_, 2017 (the “**Assignment**”), by Coastal Resources LLC, a Delaware limited liability company (the “**Borrower**”) to the Collateral Agent, and the collateral pledge and assignment under the Assignment to the Collateral Agent by the Borrower of all of its right, title and interest in and to that certain contract described in Schedule 1 attached hereto (the “**Pledged Contract**”).

The undersigned hereby (a) acknowledges and consents to the Assignment and the collateral pledge and assignment by the Borrower of all of its right, title and interest under the Pledged Contract to the Collateral Agent as provided in the Assignment, (b) acknowledges and agrees that the Collateral Agent is not liable or responsible for any of the obligations and duties of the Borrower under the Pledged Contract by virtue of such Assignment and (c) acknowledges and agrees that the Collateral Agent may, upon written notice to the undersigned, enforce any and all of the Borrower’s rights against the undersigned under the provisions of the Pledged Contract until the earlier of (x) such time as the obligations of the parties under the Pledged Contract have been satisfied in full, and (y) such time as the collateral assignment of the Pledged Contract has been released by Collateral Agent and the Collateral Agent has so notified the undersigned (each, a “Release Event”). If the Collateral Agent pays and performs or causes to be performed the obligations of the Borrower under the Pledged Contract, the undersigned shall accept such payment and performance in satisfaction of the Borrower’s obligations under the Pledged Contract, and will perform its respective obligations thereunder. Notwithstanding the foregoing, such payment or performance by the Collateral Agent shall not release the Borrower from its unsatisfied obligations under the Pledged Contract.

The undersigned shall cause its relevant books and records to reflect the collateral assignment of the Pledged Contract to the Collateral Agent and agrees not to consent to any transfer of the Pledged Contract by Borrower prior to the occurrence of a Release Event, except in accordance with and subject to the terms and conditions of the Assignment.

Notwithstanding the security interest of the Collateral Agent in the Pledged Contract, the Collateral Agent shall have no obligation or liability whatsoever to the undersigned, or any partner, director, officer or member thereof, or any creditor or other person having any relationship, contractual or otherwise, with the undersigned merely as a result of being a party to the Assignment, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of the Borrower under the Pledged Contract. The undersigned acknowledges that the security interest of the Collateral Agent in the Pledged Contract and all of the Collateral Agent’s rights and remedies under the Assignment may be transferred or assigned by the Collateral Agent to the extent permitted and as required by the Assignment and the Collateral Agency Agreement. In the event of any such transfer or assignment, the Collateral Agent shall

give written notice thereof to the undersigned, together with a written acknowledgment of the transferee that it is the “Collateral Agent” hereunder, and thereafter all of the provisions of this Acknowledgement shall inure to the benefit of such transferee, successor or assign of the Collateral Agent and the transferor shall have no further rights hereunder. The provisions of this Acknowledgment shall likewise be binding upon any and all permitted transferees, successors and assigns of the undersigned.

The undersigned agrees that it will comply with all written instructions originated by the Collateral Agent concerning the Pledged Contract, given in accordance with the Assignment and the Pledged Contract, provided that the Borrower has executed the Request and Indemnity of the Borrower in favor of the undersigned that appears at the end of this Consent.

The undersigned shall promptly execute and deliver such further instruments, documents and agreements, and perform such further acts as may be necessary or proper to carry out and effect the terms of the Assignment and this Acknowledgement provided that the undersigned is reimbursed for any reasonable third-party costs incurred by the undersigned in connection therewith.

This Acknowledgment is being given to induce the Collateral Agent to accept the Assignment and with the understanding that the Collateral Agent will rely hereon.

*[NO FURTHER TEXT ON THIS PAGE]*

**IN WITNESS WHEREOF**, the undersigned has caused this Acknowledgment to be duly executed and delivered.

Dated as of \_\_\_\_\_, 2017

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**Request and Indemnity of the Borrower**

The Borrower hereby acknowledges that the foregoing Consent is of value to it and requests the above-named party (the "Consentor") to execute and deliver this Consent to the Collateral Agent, and hereby irrevocably authorizes the Consentor to follow the instructions of the Collateral Agent given pursuant to the foregoing Consent without any further consent or acknowledgement by or on behalf of the Borrower, and further agrees, in consideration thereof, to indemnify and hold the Consentor harmless from and against any and all damages, claims, liabilities, causes of action, costs and expenses, including attorneys' fees, to the extent arising out of or in connection with the Consentor's execution and delivery of the foregoing Consent or its performance in accordance with the terms thereof.

COASTAL RESOURCES OF MAINE LLC

\_\_\_\_\_

By: Fiberight LLC, its Manager

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

Witness

Its: CEO  
Date:

Schedule 1  
Pledged Contract

Waste Disposal Agreement dated August 24<sup>th</sup> 2015, as supplemented by that certain Letter Agreement dated March 17, 2016 and amended by that First Amendment to Waste Disposal Agreement dated November\_\_, 2017, as may be further amended.

