

ECO MAINE

**INTERLOCAL SOLID WASTE
AGREEMENT**

Dated as of December 1, 2005

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

This AGREEMENT is being made and entered into between the **CITIES** and **TOWNS** listed in Appendix A hereto, which elect to execute this Agreement, hereinafter collectively referred to as the "Participating Municipalities," all being duly organized municipal corporations under the applicable laws of the State of Maine.

WHEREAS: The said Participating Municipalities desire to authorize the incorporation of **ECO Maine** as a non-capital stock nonprofit corporation under the provisions of Title 30-A, Chapter 115, Title 13-B and Title 38, Section 1304-B(5) of the Maine Revised Statutes, for the purpose of carrying out a solid waste management program for the mutual benefit of said Participating Municipalities.

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

THE UNDERSIGNED PARTICIPATING MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

1. That the purpose of this AGREEMENT is to provide for the acquisition of real and personal property necessary to the management of solid waste and to establish and carry out a program of solid waste management for: (a) the management of such solid waste as may be generated within the boundaries of the parties at rates established pursuant to Paragraph 6(G); or (b) as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of the hereinafter named Board, at rates established by the Board.
2. That this AGREEMENT shall remain in full force and effect until terminated by withdrawal of all the remaining parties or by dissolution.
3. That there shall be and is hereby established and created, pursuant to the provisions of Title 30-A, Chapter 115; Title 13-B; and Title 38, Section 1304-B(5) of the Maine Revised Statutes, as amended, a non-capital stock nonprofit corporation

under the name of "ECO Maine" ("ECO Maine"), to conduct the cooperative undertaking contemplated by this AGREEMENT and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the-operation of a regional solid waste management system. It is intended that said corporation will qualify as a public waste disposal corporation under the provisions of Title 38, Section 1304-B, Subsection 5 of the Maine Revised Statutes, as amended and as an entity whose obligations bear interest excludable from gross income under Section 103 of the Internal Revenue Code, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. The Board shall, at an annual meeting to be held each year, elect from its membership a Chair, Vice-Chair, Secretary and a Treasurer and such other officers as it may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of the Board and the corporation.

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

- A. To purchase, lease as lessor, rent, hold, own, maintain, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by ECO Maine or jointly by the Participating Municipalities.
- B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste facility or project deemed desirable or necessary.

- C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, for services, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.
- D. To adopt or alter rules for the management of solid waste.
- E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
- F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.
- G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi-public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues or real or personal property of ECO Maine, which it shall deem desirable or necessary to provide in connection therewith.
- H. To allocate all costs of operation of the solid waste management program to the Participating Municipalities on the basis of the percentage of solid waste generated in such municipalities and as otherwise herein provided by charging each of the Participating Municipalities a uniform unit cost per ton of solid waste, which shall be so established each year by the Board as, to the extent possible, will assure sufficient income to meet the cost of solid waste management for the ensuing year. Such annual operating expenses shall also include unfunded capital outlay, if any, insurance, taxes, rentals,

and necessary reserves for contingencies as determined by the Board, but not to exceed in any year five percent (5%) of the total operating budget. Until the first fiscal year of operation has been completed, said uniform unit cost shall be computed on the basis of estimated amounts of solid waste to be processed. Following the first full fiscal year of operation, said uniform unit cost shall be computed based upon actual amounts of solid waste processed from each Participating Municipality in the preceding year as determined from Board records. The Board may require advance payment of such operating costs for the first fiscal year of operation.

- I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 8.
- J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, parties hereto, and with the State of Maine, United States Government, and any agency of either, to provide for management of solid waste at rates established by the Board.
- K. To receive, loan and disburse funds for any purpose contemplated by this AGREEMENT.
- L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this AGREEMENT including, without limitation, obligations which bear interest excludable from gross income under Sections 103 and 141 of the Internal Revenue Code of 1986, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower ECO Maine to issue such obligations authorized by Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes by virtue of the power given to ECO

Maine hereby pursuant to Title 30-A, Chapter 115 of the Maine Revised Statutes.

6. ECO Maine, through its Board, and on behalf of the Participating Municipalities, shall:
 - A. Plan, construct, equip, operate and maintain a solid waste management program for the benefit of the Participating Municipalities, parties hereto, or residents thereof.
 - B. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.
 - C. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
 - D. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
 - E. Foster, develop and review policies, plans and priorities for the solid waste program.
 - F. Develop a Uniform Solid Waste Ordinance to be submitted to Participating Municipalities.
 - G. On or before April 1 of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:
 - (1) Anticipated Revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source.

- (2) Estimate of Expenditure. An itemized estimate of expenditures for each classification for such ensuing fiscal year.
- (3) Actual Receipts. After the first year of operation, an itemized statement of all actual receipts from all sources to and including January 31st of the previous fiscal year, with estimated receipts from such sources shown for the balance of such year.
- (4) Actual Expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including January 31st of the previous fiscal year, with estimated expenditures shown for the balance of such year.
- (5) Cost Per Ton. The estimated uniform unit cost per ton of solid waste to be charged for the ensuing fiscal year.

On or before July first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. The budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the annual costs of operation for the determination of which provision is made in Section 5(H). Each Participating Municipality shall pay not later than the 15th day of the following month an amount of money which shall equal the estimated unit cost per ton set forth in said budget multiplied by the number of tons of waste material delivered by and on behalf of such Participating Municipality to ECO Maine facilities in the preceding month as determined by the Board but in no event shall such monthly payment be less than 1/12th of the allocated share of such Participating Municipality for said ensuing Fiscal Year.

- H. The Board may from time to time impose such charges as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts

for catastrophic loss arising from the Solid Waste Program or for ordinary after-care and closure and post-closure costs for ECO Maine solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

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

7. In the event that any expenditure is required to be made, financed or refinanced, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a vote of three fourths (3/4) of its members that the cost should be incurred, determine whether to authorize ECO Maine to fund the expenditure or request the Participating Municipalities to provide the funds for the expenditure. If the Participating Municipalities are requested to provide the funds, the Board shall notify the Participating Municipalities of the necessity to fund the expenditure. In the event repayment or security sources provided by ECO Maine alone prove insufficient to pay when due principal or redemption premium of or interest on any borrowing by ECO Maine, the Board shall, after a vote of three fourths (3/4) of its members that such deficiency in debt service should be made up by payments from the Participating Municipalities, notify the Participating Municipalities of the necessity to fund such debt service deficiency. In its notice to the Participating Municipalities, the Board shall describe the project for which the expenditure or debt service deficiency payment is required, the estimated cost thereof, the term over which the cost shall be funded or the term of any debt service on which payment is sought hereunder, the proportionate share of the estimated cost or debt service deficiency to be contributed by each Participating Municipality requested to provide such funds, and the date or dates upon which such funds are to be made available to ECO Maine. Such funds may be provided by each Participating Municipality in such manner as it shall determine, from

available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds and shall notify the Board as soon as such funds are available. The notice to the Board shall be accompanied by an opinion of counsel stating that the funds have been fully authorized and may properly be paid to ECO Maine or, if the funds are to be raised by borrowing, the Board's notice shall be accompanied by preliminary opinion of recognized Bond Counsel indicating that an unqualified opinion approving of the legality of bonds or notes to be issued for said purpose can reasonably be expected at time such bonds or notes are issued and that the net proceeds may be properly paid to ECO Maine.

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

The proportionate share of the expenditure to be contributed by each Participating Municipality so requested shall be determined by the Board on the basis of the percentage of solid waste processed from said Participating Municipality.

8. ECO Maine shall establish and fund a reserve account for catastrophic loss and for after-care and closure and post-closure costs of solid waste disposal facilities, or for any other purpose which represents a contingent obligation on the part of ECO Maine or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount of not less than \$300,000 and remain available for at least 20 years after any ECO Maine ashfill or balefill disposal site is finally closed.

Provided further, however, that if any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste

disposal facility under the ECO Maine Solid Waste Program and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in debt service on any obligation of ECO Maine is sent to the Participating Municipalities as provided for in Section 8 hereof, then each of the Participating Municipalities agree that it shall contribute promptly on notification by ECO Maine its proportionate share toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith, and that the proportionate share to be contributed by each Participating Municipality shall be determined and allocated on the basis of the percentage of solid waste processed by ECO Maine from said Participating Municipality according to the ECO Maine records.

9. A Participating Municipality may withdraw from this AGREEMENT at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice of its intention to do so. Such Participating Municipality shall be permitted to withdraw only if it pays its proportionate share of the current indebtedness of ECO Maine prior to withdrawal and agrees by appropriate written document to pay its proportionate share of any long-term indebtedness of ECO Maine as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities sufficient right, title or interest in property owned by ECO Maine or held jointly by two or more Participating Municipalities and used by ECO Maine pursuant to Section 5(A) above to insure unfettered use for the purposes stated herein by the remaining participants; provided, however, during the period of notice, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by ECO Maine; and further provided, the withdrawal of any Participating Municipality from this AGREEMENT pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by ECO Maine during its membership unless liability arises from or is caused by an ECO Maine solid waste disposal facility established after the effective date of such withdrawal.

10. Other municipalities, not original signatories hereof, may become parties to this AGREEMENT upon three fourths (3/4) vote of the Board, upon the signing of this AGREEMENT, and upon agreement to such further terms, conditions or other considerations as the Board may require.

11. The right, title and-interest of ECO Maine in solid waste disposal sites when exhausted of their capacity and of no further use in the accomplishment of the purposes set forth herein shall be conveyed at no charge to that Participating Municipality within whose boundaries said site is located unless such Participating Municipality does not desire same.

12. At such time as ECO Maine shall have discharged all of its obligations and paid or provided for the payment thereof, the Board may, by a three fourths (3/4) vote of the Participating Municipalities, parties to this AGREEMENT, dissolve this AGREEMENT and dispose of all ECO Maine property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities as of the date of such dissolution in accordance with the formula then in effect for the cost sharing of capital contributions.

13. This AGREEMENT may be further modified or amended by mutual agreement of all Participating Municipalities, parties hereto, evidenced by a duly executed instrument in writing attached hereto and approved by the Maine Department of Environmental Protection or its successor agency. Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this AGREEMENT shall require only the approval of the Board in accordance with the provisions of Section 10 above.

IN WITNESS WHEREOF, the said Participating Municipalities have caused this AGREEMENT to be executed on their behalf by their respective duly authorized representatives, and to be dated as of December 1, 2005.

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Bridgton:



By: Dominic K. Belanger

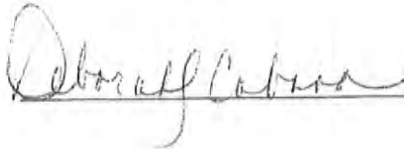
Its: Tanya Manoj

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:



Town of Cape Elizabeth:

By: 

Its: Town MANAGER

ECO MAINE


INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Lucille D. Buffin

Town of Casco:

By: 

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Cumberland:

Nancy Brown

By: Will R. D.


Its: Town Manager

ECO MAINE

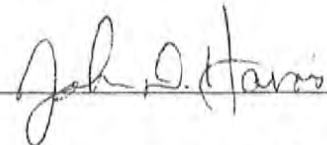
INTERLOCAL SOLID WASTE AGREEMENT

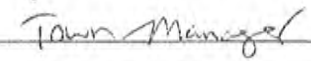
Counterpart Signature Page

Witness:



Town of Falmouth:

By: 

Its: 

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Stephane Blacum

Town of Freeport:

By: [Signature]

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

geri h. sheldon

Town of Gorham:

By: David O. Cole

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Macl. Cl. V.

Town of Gray:

By: Greg Cabote

Its: Chair, Gray Town Council

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Harrison:

Judith E. Colburn

By: Michael J. K.

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Judy Romani

Town of Hollis:

By:

Its:

U.S.W.S.
Ray B. [unclear]
[unclear]
Selectmen

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Limington:

By: Herbert Ramsdell

Its: Philip Herburn

Raymond [Signature]

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Maria G. Hansen

Town of North Yarmouth:

By: [Signature]

Its: Admin Asst

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

City of Portland:

Simon Bean

By: Joseph E. Long

Its: CITY MANAGER

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Pownal:

By: *Philip W. ...*

Its: Chair - Selectmen

ECO MAINE


INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

A handwritten signature in cursive script, appearing to read "Laurie B. Nelson", written over a horizontal line.

Town of Scarborough:

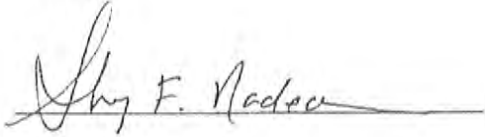
By: A handwritten signature in cursive script, appearing to read "Louis A. Owen", written over a horizontal line.
Its: Town Manager

ECO MAINE


INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Handwritten signature of a witness, appearing to read "John F. Nadon", written over a horizontal line.

City of South Portland:

By: Handwritten signature of the City Manager, written over a horizontal line.
Its: City Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Waterboro

Pam Wetman

By:

Its:

[Signature]
[Signature]

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Windham:

Nancy D. Johnston

By: Anthony T. Plante

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Jennifer S. Doten

Town of Yarmouth:

By: [Signature]
Its: Town Manager

APPENDIX A

List of Participating Municipalities Executing
the ECO Maine Interlocal Solid Waste Agreement

(As each Participating Municipality executes this ECO Maine Interlocal Solid Waste Agreement, such municipality shall be listed below. A copy of this Agreement and a fully completed copy of the list of Participating Municipalities that sign this Agreement shall be provided to the Clerk of each such Participating Municipality by ECO Maine.)

Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
North Yarmouth
Portland
Pownal
Scarborough
South Portland
Yarmouth
Waterboro
Windham

As provided in the approvals of this Agreement by the Participating Municipalities, failure of any such municipality to authorize this Agreement shall not invalidate this Agreement, and this Agreement shall be a valid and binding agreement of such number of the foregoing municipalities that actually duly authorized and executed this Agreement.

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Approval by State Officers:
(Title 30-A, Section 2205,
Maine Revised Statutes)

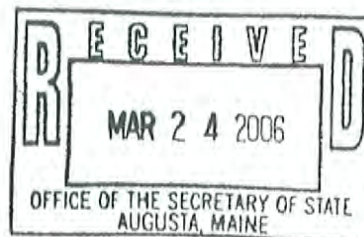
Department of Environmental Protection

By: *Debra M. Gagne*

Filing of Agreement:
(Title 30-A, Section 2204,
Maine Revised Statutes)

Office of Secretary of State

Received: _____



**JENSEN BAIRD
GARDNER-HENRY**

Attorneys at Law

COPY

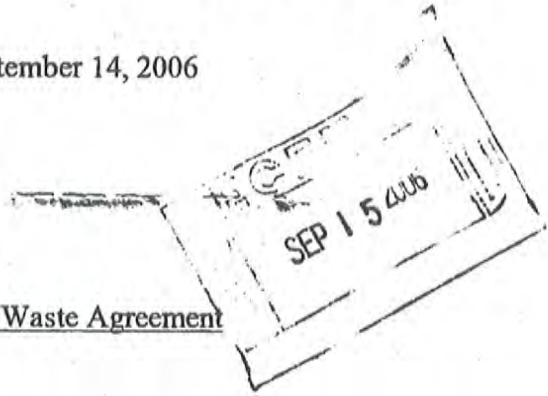
TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
www.jbgh.com

Michael J. Quinlan
e-mail: mquinlan@jbgh.com

(207) 775-7271 (Phone)
(207) 775-7935 (Fax)

September 14, 2006

Secretary of State of Maine
Bureau of Corporations, Elections & Commissions
State House Station #101
Augusta, ME 04333



Re: Addenda to ECO Maine Interlocal Solid Waste Agreement

Dear Sir or Madam:

Enclosed for filing with your office are two (2) Addenda to ECO Maine Interlocal Solid Waste Agreement, to admit the Town of Lyman and the Town of Ogunquit as Participating Municipalities in ECO Maine. The original ECO Maine Interlocal Solid Waste Agreement was filed with your office on March 24, 2006, pursuant to Title 30-A, Section 2204 of the Maine Revised Statutes.

Please return a filed copy of these documents to the undersigned.

Thank you for your assistance. Please contact the undersigned if there are any questions regarding this filing request.

Sincerely yours,

Michael J. Quinlan

Encs.

cc: Kevin Roche, General Manager ✓
Nicholas S. Nadzo, Esq.

~ Over 50 Years of Service ~

7

Addendum to ECO Maine Interlocal Solid Waste Agreement

WHEREAS, ECO Maine, a Maine non-profit corporation ("ECO Maine"), was duly created and is existing pursuant to the provisions of Title 30-A, Chapter 115 of the Maine Revised Statutes, as amended. Title 38, Section 1304-B of the Maine Revised Statutes, as amended, and Title 13-B of the Maine Revised Statutes, for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated December 1, 2005, as amended (the "Agreement") and Articles of Incorporation and Bylaws of ECO Maine, as amended from time to time (the "Articles"); and

WHEREAS, the Participating Municipalities of ECO Maine consist of the Cities of Portland and South Portland and the Towns of Bridgton, Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Gorham, Gray, Harrison, Hollis, Limington, North Yarmouth, Pownal, Scarborough, Yarmouth, Waterboro and Windham; and

WHEREAS, under the Agreement, the ECO Maine Board of Directors may vote to accept additional municipalities to join ECO Maine as Participating Municipalities under said Agreement; and

WHEREAS, the Town of Ogunquit (hereinafter the "Town") has voted to join ECO Maine as a Participating Municipality and to execute this Addendum to the Agreement; and

WHEREAS, the ECO Maine Board of Directors has duly voted pursuant to the Agreement to accept the Town as a Participating Municipality under the Agreement.

NOW, THEREFORE, the undersigned ECO Maine hereby amends the Agreement to accept and admit the Town as a Participating Municipality of ECO Maine, and the Town hereby approves the Agreement and agrees to be bound by all of the terms and conditions of the Agreement and to perform and pay its respective obligations as a Participating Municipality of ECO Maine under the Agreement. This Addendum may be executed in separate counterparts.

DATED this 13th day of April, 2006.



ECO MAINE

By: 
Its President

TOWN OF OGUNQUIT

By: 
Its Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Addendum – Town of Ogunquit

Approval by State Officer:
(Title 30-A, Section 2205,
Maine Revised Statutes)

Department of Environmental Protection

By: _____

March N. Grant Jr.



Addendum to ECO Maine Interlocal Solid Waste Agreement

WHEREAS, ECO Maine, a Maine non-profit corporation ("ECO Maine"), was duly created and is existing pursuant to the provisions of Title 30-A, Chapter 115 of the Maine Revised Statutes, as amended, Title 38, Section 1304-B of the Maine Revised Statutes, as amended, and Title 13-B of the Maine Revised Statutes, for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated December 1, 2005, as amended (the "Agreement") and Articles of Incorporation and Bylaws of ECO Maine, as amended from time to time (the "Articles"); and

WHEREAS, the Participating Municipalities of ECO Maine consist of the Cities of Portland and South Portland and the Towns of Bridgton, Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Gorham, Gray, Harrison, Hollis, Limington, North Yarmouth, Ogunquit, Pownal, Scarborough, Yarmouth, Waterboro and Windham; and

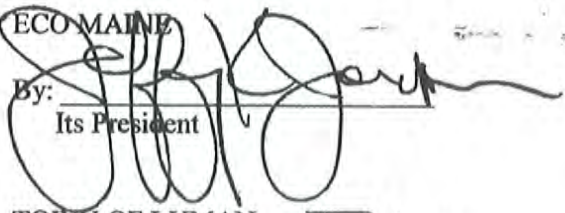
WHEREAS, under the Agreement, the ECO Maine Board of Directors may vote to accept additional municipalities to join ECO Maine, as Participating Municipalities under said Agreement; and

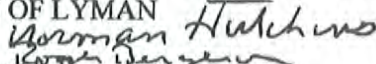
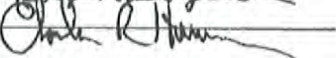
WHEREAS, the Town of Lyman (hereinafter the "Town") has voted to join ECO Maine as a Participating Municipality and to execute this Addendum to the Agreement; and

WHEREAS, the ECO Maine Board of Directors has duly voted pursuant to the Agreement to accept the Town as a Participating Municipality under the Agreement.

NOW, THEREFORE, the undersigned ECO Maine hereby amends the Agreement to accept and admit the Town as a Participating Municipality of ECO Maine, and the Town hereby approves the Agreement and agrees to be bound by all of the terms and conditions of the Agreement and to perform and pay its respective obligations as a Participating Municipality of ECO Maine under the Agreement. This Addendum may be executed in separate counterparts.

DATED this 30th day of June, 2006.

ECO MAINE
By: 
Its President

TOWN OF LYMAN

By: 
Its



ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Addendum – Town of Lyman

Approval by State Officer:
(Title 30-A, Section 2205,
Maine Revised Statutes)

Department of Environmental Protection

By: _____

Abraham M. Gault