



**Mid-Coast Solid Waste Corporation
Board of Directors Meeting
October 23, 2024 – 6:30 p.m.**

Agenda

This meeting will be held in person in the French Room in the
Camden Town Office and streamed at:

www.youtube.com/TownofCamdenMaine.

Hybrid Option:
Join Zoom Meeting
<https://us02web.zoom.us/j/86943917866>
Meeting ID: 869 4391 7866

One tap mobile
+19292056099,,86943917866# US (New York)
+13017158592,,86943917866# US
(Washington DC)

- 1. Review and Approval of August 28, 2024, Meeting Minutes**
- 2. Public & Director Comments** (*please limit public comment to non-agenda items*)
- 3. Facility Manager Report**
- 4. Fee Schedule Update Review for FY24-25**
- 5. Action item: to enter into contractual agreement with SL Environmental Law Group, to recover future PFAS treatment and contamination cost. The cost recovery would be part of a combined litigation effort by SL Environmental Law Group.**
- 6. Treasurer Report & Financials**
- 7. Adjourn**



**MIDCOAST SOLID WASTE CORPORATION
BOARD OF DIRECTORS ANNUAL MEETING
August 28, 2024**

MEMBERS PRESENT: Hope, Keryn Laite (Chair) – Lincolville, Robyn Tarantino – Lincolville (Secretary), Alison McKellar (Vice Chair & Treasurer) – Camden, TBD – Camden, Sarah Smith – Hope, Crystal Robinson – Hope, William Bow – Rockport, Michael Thompson – Rockport

MEMBERS ABSENT:

REPRESENTATIVES PRESENT: David St. Laurent, MCSWC Manager

Keryn Laite, Vice Chair, called the meeting to order at 6:33 pm.

Laite welcomed the new representatives to the Board and conducted a round of introductions.

1. REVIEW AND APPROVAL APRIL 24, 2024, MEETING MINUTES:

Vice Chair Laite entertained a motion to approve the Board of Director Minutes April 24, 2024. **McKellar moved to approve the minutes for April 24, 2024. Smith seconded. Discussion followed; McKellar commented on the turnover of the board with several new members this year. McKellar and Smith cited a few typos in the minutes. Laite noted that new members were not at prior meeting and there would be abstentions for that reason and moved the vote forward with noted changes. Motion passed. (35.27% in favor, (0) opposed, 43.18 (3) abstained – new members of Hope, Lincolville, and Rockport).**

2. ELECTION AND APPROVAL OF OFFICERS OF THE CORPORATION – Chair, Vice Chair, Secretary & Treasurer:

Vice Chair Laite called for nominations for the seat of Board Chair for fiscal year 2025. **Alison McKellar moved to nominate Keryn Laite as Board Chair. Sarah Smith seconded the nomination. With no further nominations and no discussion, the motion passed 6-0-1 with Laite abstaining.**

Chair Laite called for nominations for the seat of Board Vice Chair for fiscal year 2025. **Michael Thompson moved to nominate Alison McKellar as Board Vice Chair. Sarah Smith seconded the nomination. A discussion on McKellar not wanting to give up the position of Treasurer was held. It was discussed that McKellar would hold both the office of Vice Chair and Treasure and that the position of Vice Chair will be revisited at a future meeting. With no further nominations, Laite moved the vote forward for McKellar to sit the Vice Chair and Treasurer position. No further discussion. Motion passed. (100% in favor, 0 opposed)**

Chair Laite called for nominations for the position of Secretary for fiscal year 2025. **Alison McKellar moved to nominate Robyn Tarantino as Board Secretary. Sarah Smith seconded the nomination. A**

brief discussion followed about the duties of this office. With no further nominations, Laite moved the vote forward. No further discussion. Motion passed. (100% in favor, 0 opposed)

Chair Laite called for nominations for the position of Treasurer for the fiscal year 2025. ***Sarah Smith moved to nominate Alison McKellar as Treasurer. Tarantino seconded the nomination. A brief discussion opened by McKellar to restate that the position of Vice Chair will be revisited in the future was held. With no further nominations, Laite moved the vote forward. No further discussion. Motion passed. (100% in favor, 0 opposed)***

3. ESTABLISH WEIGHTED VOTES FOR FISCAL YEAR 2024-2025

Vice Chair Laite entertained a motion to adopt the weighted votes as presented. ***McKellar moved to accept the weighted votes listed for member towns. Robinson seconded. No Discussion. Motion passed. (100% in favor, 0 opposed)***

4. FEE SCHEDULE REVIEW AND APPROVAL OF FY24-25

Chair Laite opened a discussion on the fee schedule as presented and added recommended changes may be presented to the Board for review on an as needed basis during the upcoming year. St. Laurent noted there are no changes to the fees at this time and provided answers to board member questions on the definition and disposal requirements of assorted items listed and why fees are charged. McKellar added fees are to assist with keeping the tax assessment down for the membership town residents. Fees in the schedule are user based so that all residents pay for what they dispose of rather than on a collective basis. A lengthy discussion by the members on verbiage changes to the form to make it more informative was held.

Chair Laite entertained a motion to adopt the current fee schedule included in the packet. Smith moved to accept the FY25 Fee Schedule as presented. McKellar seconded. Robinson seconded. A final discussion on how to dispose of several types of batteries was held. St. Laurent added a revised form will be provided at the next meeting. With no additional discussion, Chair Laite moved the vote forward. Motion passed. (100% in favor, 0 opposed)

**MIDCOAST SOLID WASTE CORPORATION
BOARD OF DIRECTORS MEETING
August 28, 2024**

1. PUBLIC & DIRECTOR COMMENTS:

McKellar informed the membership that two Operators at the facility, Chris Carpentier and Kevan Annis were awarded the Operator of the Year Award at the Maine Resource Recovery Association Annual Conference held at the Samoset Resort in April. St. Laurent commented that the award was well deserved. These two Operators work well together in the recycling building and on the recycling line at the facility and do an excellent job.

2. FACILITY MANAGER REPORT

St. Laurent reviewed the Manager Report with the membership and provided some general history to the items listed within the report to bring the newly seated representatives up to speed. St. Laurent provided an overview of the functions of the landfill and the environmental nature of having a landfill in

a quarry. St. Laurent provided background on the need to have a new well following the slow failure of the original leachate well. A description of how leachate is created and then pumped to the wastewater treatment plant was provided. A lengthy description of current projects underway to deal with water and leachate levels was provided by St. Laurent.

An overview of how St. Laurent secured funds for reimbursement from the Maine Department of Environmental Protection (DEP) for the new well was shared. Funds were awarded based on the past technical merit of the original well and how it failed due to engineering reasons. The Maine DEP reimbursement funds are estimated to equal 95% of the estimated cost of \$150,000 to install the new well. A conversation on how important it is to consistently monitor and manage water levels by pumping to keep the agreed standards of 98 feet mean sea level in the southern quarry was held. St. Laurent explained the new well construction now at a depth of 95 feet with a 6" casing which provides a higher pumping capacity to move leachate from the southern end of the quarry to the wastewater treatment plant. St. Laurent commented that the cell development capacity in the landfill remains at 7-15 years until a final closure begins.

A second conversation on controlling water flow on site included a brief review of past projects. A description of the underground dam wall installed in 2017 between the northern end of the quarry and the southern end of the quarry, to assist with cutting the volume of leachate was provided. Based on current water level data recordings it is now possible the wall is allowing water to flow between the two quarries again. To assist with keeping northern end water from flowing into the southern end of the quarry St. Laurent has begun the installation of a pumping project in the northern end of the quarry. The goal of the pumping is to minimize creating additional leachate that would need to be sent to the wastewater treatment plant which will assist with reducing the high cost of treating leachate at the wastewater plant in future budgets. The pump will be controlled and used in conjunction with seasonal impacts including weather conditions and rain amounts to assist reducing the flow between the two ends of the quarry. This monitoring process will be needed in perpetuity. The DEP agrees with the pump project to assist with preventing this water from needing to be treated as wastewater. McKellar added that water testing done on site every year for decades provides data showing the quality of the leachate, that comes from the MCSWC landfill (southern end), is actually considered very clean and the quarry water (northern end) does not violate any primary drinking water standards though it is considered storm water.

St. Laurent has hired Leachate Management Solutions, and this company is working with the DEP to devise a plan to treat leachate onsite in order to limit the leachate to the wastewater for treatment. There are many questions that are being considered at this time; the process will continue to move forward, and information will be provided to the board.

St. Laurent discussed the overall success of the Household Hazardous Waste Day and the collection of paint under the state stewardship PaintCare program. A final discussion on equipment repairs taking place was held. Laite suggested that a capital expense plan be developed in future budgets to cover equipment replacement needs.

St. Laurent touched upon the latest information he is receiving on the treatment and cost to treat polyfluoroalkyl substances (PFAS). A law firm that is specializing in litigation for PFAS issues has contacted St. Laurent and discussed the landfill component for PFAS and it may be of interest to the corporation. He expects that if anything comes of this conversation, a presentation will be set up for the board. McKellar mentioned it would be good for the members to watch a documentary titled Blackwater which is about PFAS.

A brief discussion on receipt of a \$2,589 dividend paid by Maine Municipal Association, our insurance carrier, for good loss prevention efforts in the Workers Compensation Insurance and Property and Casualty Insurance coverage at the facility was held.

Note: William Bow joined the meeting at 7:19 p.m.

3. MCSWC FY24 BUDGET UNEXPENDED LINE ITEMS CARY FORWADS FOR UNANTICIPATED AND/OR ONGOING EXPENSES TO FY25 BUDGET – DISCUSSION AND VOTE

The total figure for FY24 carry forwards is \$178,262.77 as outlined in the Treasurer's Report and Manager's Report included in the meeting packet to the Board. McKellar presented figures in a Treasurer's Report that outlined FY24 year ending Revenue and Expenses as of June 30, 2024, and noted the figures show a healthy balance with revenues exceeding expenses. McKellar stated that MCSWC has worked to keep the town assessments steady within the annual budget in recent years. McKellar provided a brief review of highlights that contributed to the success of the budget and, with respect to overages, noted that the Leachate treatment costs are up. St. Laurent opened a discussion on the request to provide carry forwards from the FY24 budget to the FY25 budget for ongoing and unexpected additional costs for yearend projects from existing expense lines. In addition, there were equipment sales that netted income. St. Laurent opened a discussion on the need for carry forwards and reviewed the figures and purpose of use with the membership. These included funds for the installation of the pump in Jacob Quarry North and final paving costs for the same project, operational and safety repairs to the Roll Off Truck, recycling building maintenance for the sprinkler system, and a major repair to the bulldozer tracks were all in process at the end of the year.

Chair Laite discussed the carryforward request for FY24 budget carry forwards listed in the Treasurer Report and Manager's Notes with a total figure of \$178,262.77. Laite read the figures as follows: Station Maintenance \$4550.18, Recycling Equipment Maintenance & Repair, \$6625.58, Recycling Building Maintenance and Repair \$5330.82, Operational Cost of the Dozer/Fuel Maintenance \$5981.19, Community Projects for the Swap Shop \$5775.00, and the Capital Expenditure of \$150,000 for well work. St. Laurent highlighted that the carry forward for the Capital Expenditure for the Production Well of \$150,000 designated in the FY24 budget has ongoing work to install the new well in Jacobs Quarry South as described earlier.

Chair Laite entertained a motion to move the request forward. Robinson moved to accept the requested carry forwards as read. McKellar seconded. No Discussion. Motion passed. (100% in favor, 0 opposed)

Chair Laite opened a discussion on the request to move money totaling \$60,676.00 from an older existing Money Market Account to the Facility Improvement Reserve. Laite had concerns about the length of time the funds had sat in the account with auditing occurring annually. St. Laurent noted that the funds in question were from an old money market account funded with undesignated fund balance money prior to 2006. McKellar agreed that the funds were identified, but as an unrestricted account it had been carried forward through several management and auditor service changes. A lengthy discussion was held on the background of these funds. St. Laurent walked the board membership through a description of a large paving project in an area of the facility that will be accomplished with the funds. St. Laurent opened a discussion on the goal of improved safety, especially for roll-off operations when dumping recycling cans and the ability to inspect lengths of piping used for sewer and leachate in the area slated for repaving.

Chair Laite entertained a motion on the transfer of \$60,676.00 currently in an older existing Money Market Account, which was funded with undesignated fund balance money prior to 2006. McKellar moved to authorize the Facility Manager to withdraw the money and place the funds in the Facility Improvement Reserve for the purpose of investigating the leachate lines, sewer lines and repair to the pavement to create a safer environment for operating the Roll Off truck. William Bow seconded. Discussion on the work to be done was held. Bow asked that if any issues arise while inspecting the lines that, should repairs be necessary, they be undertaken at that time. Laite agreed that the ability to see these service lines running through the facility would be the right time to inspect issues below the surface and agreed strongly that the safety issue for truck movement was important to address. Chair Laite called the vote. No further discussion. Motion passed. (100% in favor, 0 opposed)

4. TREASURER REPORT & FINANCIALS:

The year end FY24 Revenue and Expense Reports were part of the Treasurer’s report with a review of the year-end figures. The Current Expense, Revenue and Accounts Receivable Summary Financials were available in the packet. A brief discussion on a couple overdue accounts was held.

5. ADJOURN:

Chair Laite entertained a motion to adjourn the meeting at 8:42 p.m. McKellar moved to adjourn the meeting. Smith seconded. No discussion. Motion passed. (100% in favor, 0 opposed)

Respectfully Submitted,

Beth Kwiatkowski
Recording Secretary

If there are any questions regarding the decisions made at the meeting, please refer to the meeting video found at www.youtube.com/TownofCamdenMaine

SCHEDULED MEETINGS:

Board of Directors Meetings:

September 25, 2024, MCSWC Facility Tour – 2:00 p.m., meet at 90 Union Street, Rockport, ME

October 23, 2024, Regular Board Meeting - 6:30 p.m., John French Jr. Conference Room – Camden Town Office



MID-COAST SOLID WASTE CORPORATION
BOARD OF DIRECTORS MEETING
Manager's report: 10/23/24

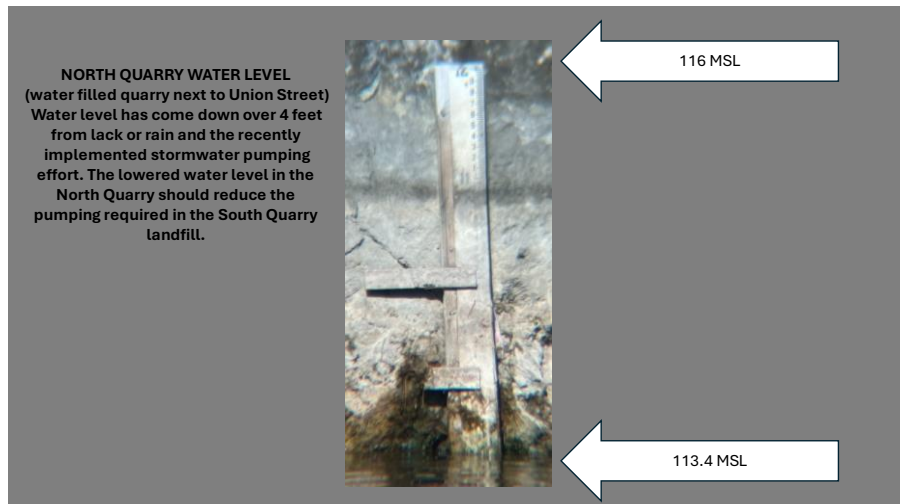
Landfill

- Planned replacement of the leachate extraction well began on 8/19/24. On 8/21/24 we reached bedrock at 95' down from the landfill surface. The well is now scheduled to be developed the week of 10/28/24. After the well is developed the power supply will be wired to the new 5 hp pump. The automated controls will be powered directly, replacing the solar panel. We pump approximately 50,000 gallons a day to the Camden Wastewater Treatment Facility. Maintaining the water level in the trash filled quarry at a lower elevation than surrounding groundwater ensures that contaminants do not migrate. 90% of the new extraction well costs are being reimbursed by the Maine Department of Environmental Protection.



- Our current leachate level in the landfill is 93.86 feet MSL, that is 3.90 feet lower than 8/22/24, the target level is for it to stay below 98 feet MSL
- Jacobs Quarry North (JQN) is clean water. It is important to keep clean water separate from the active landfill to reduce treatment costs. Due to rising water level in JQN, an outlet pump has been installed at a floating dock near the Swap Shop.

- The JQN stormwater outlet pump is working great. The current JQN water level is at 113.4 MSL down significantly from this spring. Dry weather and pumping are now working in our favor. We should now be able to compare data and determine the level where JQS and JQN are and are not hydraulically connected. This will allow us to maintain the JQN water level below the elevation where stormwater can make its way to JQS. This will help with reducing wastewater/leachate costs.



- The new landfill offloading area is complete, and the previously used cell slope has been re-graded and is now at final elevation. We are now using the new landfill cell which should last for the next few years.
- Leachate Management Solutions (LMS) has had initial conversations with MDEP regarding regulatory requirements for on-site wastewater treatment. We are waiting for MDEP's official response.

Facility & Equipment

- The Freightliner (used to move recycling roll-off containers around the facility) starter was replaced by Camden Public Works.
- A sewer line that extends from the YMCA and travels through the MCSWC facility was inspected by the Camden Waste Water Department. The purpose of the video inspection was to determine if the YMCA sewer line that travels under the area which has settled next to the Recycling containers is in good condition prior to the proposed settlement repair and repaving. The inspection results determined that YMCA sewer line has settled to the point where failure is not a matter of if, but when. We do not want to make a facility improvement to the paved travel area that has settled, until the sewer line has been repaired or replaced. This estimated repair to the YMCA sewer line is somewhere in the range of \$80,000, since the sewer line is 12' deep. I am researching what the legal agreement is between MCSWC and the YMCA regarding the "sewer easement" across the facility. Once that legal arrangement has been investigated and understood, we will then address the YMCA sewer line replacement. This needs to be done prior to any facility pavement/settlement improvements being made.
- We had an unexpected repair needed to the floor scale used for the bailed recyclables.
- The facility Foreman is working with Efficiency Maine to upgrade the outside and inside lighting. This should help with electrical costs as well as improve lighting inside and outside of the facility.
- The compactor area is scheduled for the biannual cleaning of the compactor pads and the drainage under the pads. The cleaning will occur on 10/21/24.
- We entered into a new agreement with Maine Fire for our fire suppression facility inspections. We previously were using Eastern Fire Protection. Maine Fire was significantly less than Eastern Fire Protection for the same service.
- We have been contacting multiple facilities looking into different Point of Sale software and plan to visit possibly Riverside Recycling Facility in Portland. We are also looking into other facilities that are using specific waste and recycling software called Fulcrum which is compatible with Quick Books Online. We feel seeing how the Fulcrum software works may be extremely helpful in deciding to move forward with the upgrade.
- The Swap Shop is scheduled to close for the winter season on 10/25/24.



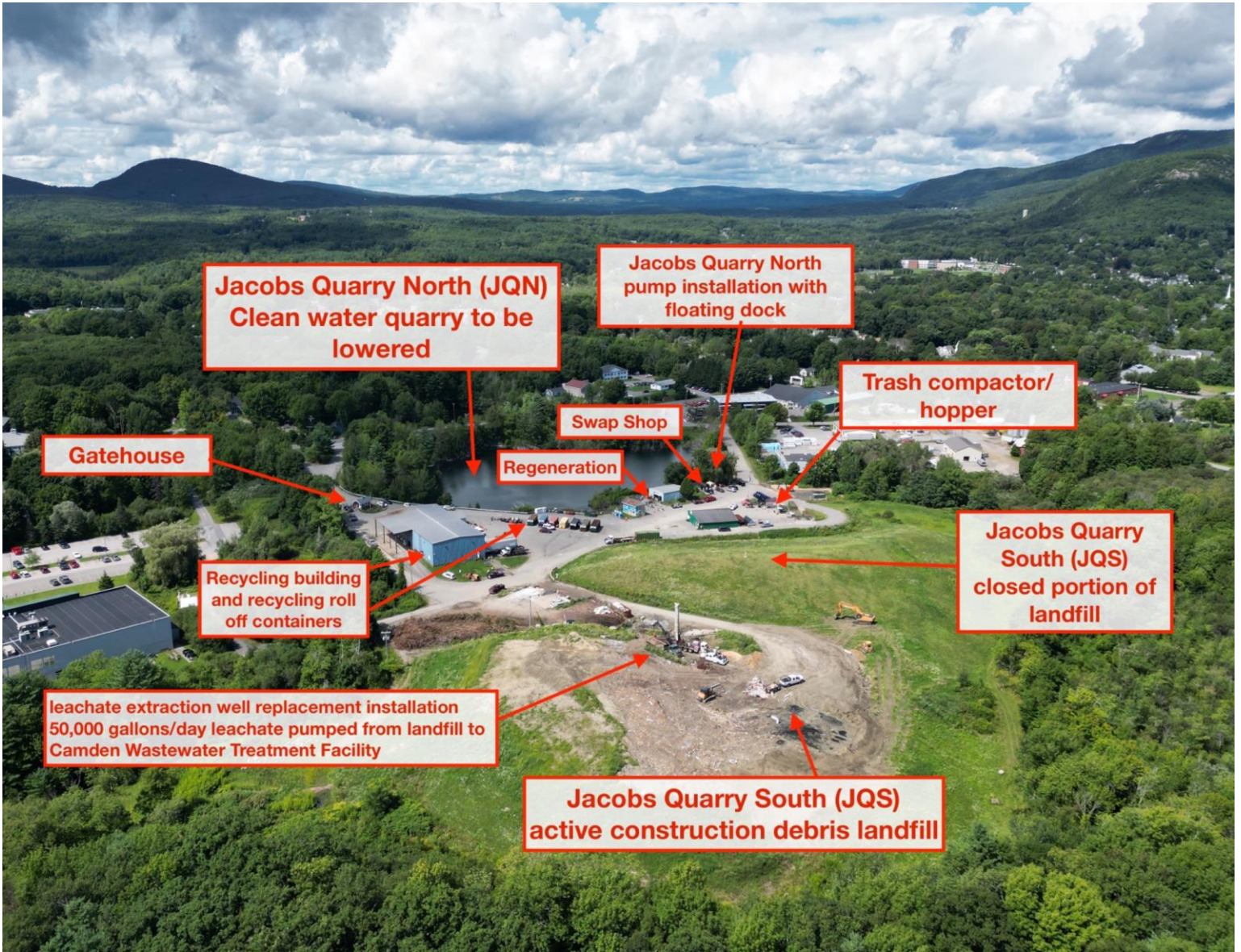
The Regeneration location has been cleaned up in preparation for winter. John Elwell moves over to the recycling area and only works limited hours in Regeneration area during winter months.

- The facility is being organized in preparation for our MDEP facility Audit on October 30th, 2024.
- Ken Sansone of SL Environmental Law Group will be providing the board with an overview of how his firm can help potentially recover costs associated with PFAS treatment. I recommend that we enter into an agreement with SL Environmental to help the facility with potential costs associated with future PFAS treatment costs. The following statement has been taken out of the proposed agreement and provides the best explanation of what the SL Environmental Law Group efforts and agreement will mean: “The purpose of this LSA is (i) to enter into an attorney-client relationship between the Corporation and the Firms for the purpose of investigating and assessing potential claims arising out of the presence of per- and polyfluoroalkyl substances (“PFAS”) contaminants in the Corporation’s landfill, or its landfill leachate, or on other property owned by the Corporation; and (ii) to provide for the terms and conditions for the representation of the Corporation in any civil action that may be filed in one or more state trial courts or the United States District Court (“Legal Action”). Our legal support Bill Kelly will be present to answer any questions regarding the SL Environmental Law Group agreement.



Finance

- The facility financials have been provided in the packet.



Jacobs Quarry North (JQN)
Clean water quarry to be lowered

Jacobs Quarry North
pump installation with
floating dock

Trash compactor/
hopper

Gatehouse

Swap Shop

Regeneration

Recycling building
and recycling roll
off containers

Jacobs Quarry
South (JQS)
closed portion of
landfill

leachate extraction well replacement installation
50,000 gallons/day leachate pumped from landfill to
Camden Wastewater Treatment Facility

Jacobs Quarry South (JQS)
active construction debris landfill



MID-COAST SOLID WASTE CORPORATION
 P.O. BOX 1016, 90 UNION STREET, ROCKPORT, ME 04856
 GATEHOUSE: 207-236-7958 OFFICE 236-2467

MCSWC Fee Schedule 2024-2025

HOURS

MONDAY - CLOSED
TUESDAY - 8 AM TO 4 PM
WEDNESDAY - 8 AM TO 4 PM
THURSDAY - 8 AM TO 4 PM
FRIDAY - 8 AM TO 4 PM
SATURDAY - 8 AM TO 4 PM

MINIMUM FEE CHARGE IS \$1.00 to drop off any debris

Weighed & Item Charges

	Price/lb.	
Construction and Demolition Debris	\$0.10	
Mixed Load; MSW, Metal, Sheetrock, CDD	\$0.15	
Bagged Yard Waste; Leaves & Grass Only	\$3.00	per bag
Weighed Yard Waste; Leaves & Grass Only	\$0.04	
Sheetrock	\$0.15	
Couch/Recliner/Sleep Couch/LG Furniture	\$0.10	WEIGH
Stump Disposal	\$0.20	
Brush	\$0.04	
Commercial Trash	\$0.12	
Scale Fee	\$20.00	

Town Websites

www.camdenmaine.gov
www.hopemaine.org
www.town.lincolnvillle.me.us
www.rockportmaine.gov

Per Item

Large Yellow Bags	\$15.00	Package of 5 Bags /\$3.00 each
Small Yellow Bags	\$20.00	Package of 10 Bags/\$2.00 each
Contractor Bag	\$6.00	per bag
APPLIANCES/White Goods	\$5.00	(Washer, Dryer, Dishwasher, Stove, Microwave, Hotwater Heater, etc.)
FREON Appliances:		
Refrigerators and Freezers	\$20.00	DOORS MUST BE REMOVED from Refrigerators/Freezer
Air Conditioners, Dehumidifiers - ALL	\$15.00	
Tire Up to 20"	\$5.00	TIRES MUST BE OFF THE RIMS - Limit 10 tires
Tire 20" over	\$20.00	TIRES MUST BE OFF THE RIMS - Limit 4 tires
TV - ALL SIZES	\$10.00	
Printers - Faxes ALL SIZES	\$5.00	(removable plugs & all accessories place in trash)
Computers, CPU Units, Laptops, Pad Devices	\$10.00	removable plugs, mouse/keyboards, accessories place in trash
Monitors (screens)	\$10.00	(removable plugs & all accessories place in trash)
Mattress/Box Spring Twin	\$14ea/28set	
Mattress/Box Spring Double	\$21ea/42set	
Mattress/Box Spring Queen	\$28ea/56set	
Mattress/Box Spring King	\$35ea/70set	
LEAD ACID BATTERIES (car and boat)	No Fee	To DROP OFF - BE SURE TO SEE GATE ATTENDANT
BALLASTS - ALL	1.00/each	To DROP OFF - BE SURE TO SEE GATE ATTENDANT

ITEMS COLLECTED AT GATEHOUSE

Thermostats	No Fee	To DROP OFF - BE SURE TO SEE GATE ATTENDANT
Alkalne Batteries		<u>NOTE:</u> Alkaline and Zinc-Carbon batteries are not typically recycled PLEASE PLACE IN HOUSEHOLD TRASH
Place in Household Trash	A, AAA, C, D etc.	
		All Rechargeable Batteries ALWAYS DROP at Gatehouse
Rechargeable Batteries (all sizes)	No Fee	
Florescent Light Bulbs (ALL SHAPES) - RESIDENTIAL	No Fee	To DROP OFF - BE SURE TO SEE GATE ATTENDANT
Florescent Light Bulbs - Commercial	0.32/ft.	To DROP SEE GATE ATTENDANT - COMMERCIAL = FEE
CFL Bulbs	No Fee	Residents ONLY PROGRAM - NO COMMERCIAL Allowed

More Information Available on the website: www.midcoastsolidwaste.org

LIKE US on Facebook: Mid-Coast Solid Waste Corporation

The 30-gallon bags sold in packs of 5 for \$15.00 and the 15-gallon bags sold in packs of 10 for \$20.00 and are available for purchase at all four town offices - Camden, Hope, Lincolnville and Rockport.

LARGE BAGS ONLY available at Camden Hannaford, Hammond Lumber, French & Brawn, Megunticook Market, Rankin's/Viking Hardware, Hope General Store, Rockport Maritime Farms & Western Auto

Cover the Cost to Treat PFAS Contamination in Wastewater and Biosolids by Making Polluters Pay

PFAS contamination in wastewater is an increasingly pressing issue, and as public awareness increases and regulation looms on the horizon, more systems may be left with the significant financial burden of mitigating PFAS in their wastewater and biosolids. In early 2024, EPA designated PFOA and PFOS as hazardous materials, subjecting those who discharge them to liability under CERCLA. While EPA also announced it does not intend to focus its enforcement efforts on wastewater treaters and other passive receivers of PFAS, this policy is subject to change—and has no effect on either state efforts to regulate PFAS in wastewater discharges or biosolids, or the ability of private parties to sue wastewater operators for discharging PFAS.

Additionally, in 2022 the State of Maine prohibited spreading, sale, and distribution of sludge and sludge-derived compost, generating incremental sludge disposal costs for wastewater utilities.

To get ahead of these potentially significant expenses, many municipalities and wastewater systems have identified litigation against the manufacturers responsible for PFAS pollution - 3M, DuPont, and several AFFF manufacturers - as an option to recover cleanup costs.

Why acting now is important

The recently announced PFAS settlements from 3M, DuPont, and Tyco do not apply to claims for wastewater contamination, which will continue to be litigated, and can potentially be resolved by future settlement proposals from these and other defendants or taken to trial. There is no guarantee that any settlements will include wastewater agencies who did not file their own lawsuits and, even if it did, utilities have an opportunity to increase their potential settlement payouts by bringing their own legal action. In fact, **water systems that filed suit over PFAS stand to recover as much as 25 percent more under the proposed water system settlements than water systems who did not.** By choosing experienced counsel and deciding to pursue litigation against the PFAS polluters, wastewater utilities can mitigate financial risk.

How SL Environmental Law Group can help

SL Environmental helps states, municipalities, water and wastewater utilities, and other businesses hold the companies responsible for water contamination accountable through legal action. Since 2003 SL has been solely focused on water and wastewater contamination litigation and has helped **150+ clients, resulting in over \$1.2 billion recovered in settlements and trials** which would otherwise be shouldered by water systems and taxpayers.

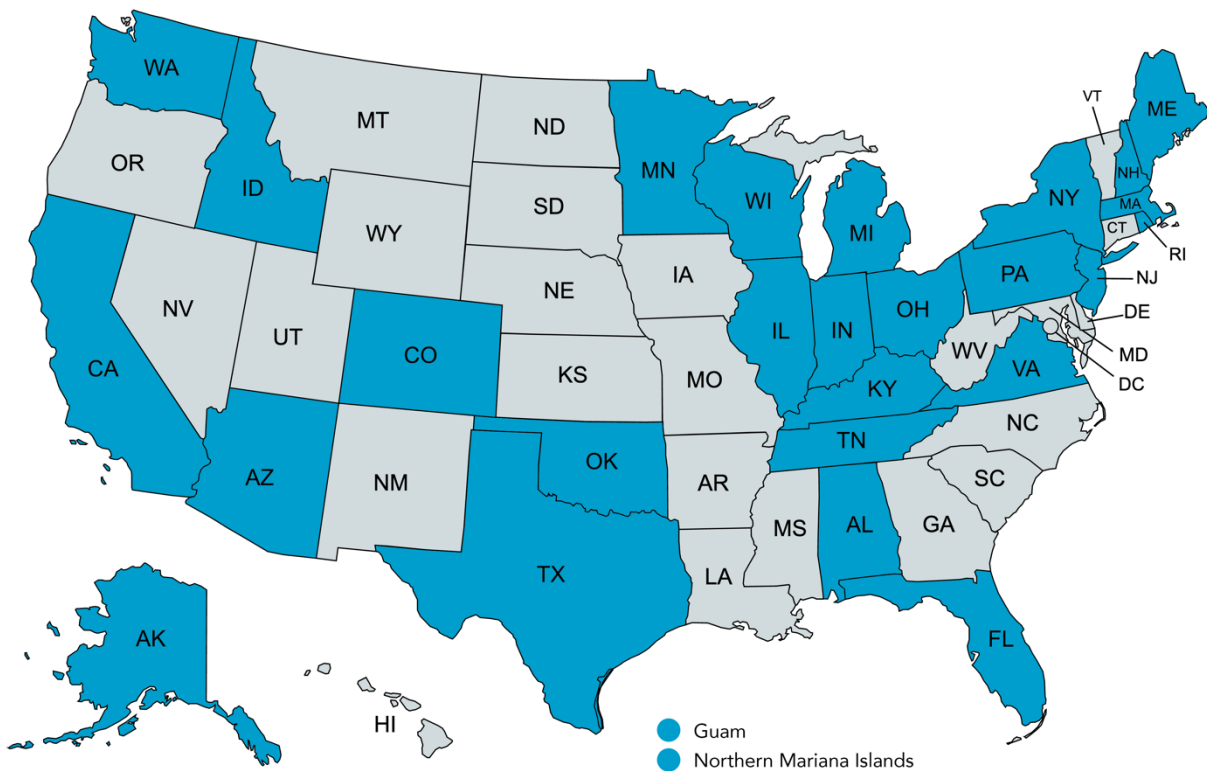
“At York Sewer District we are proudly working to hold polluters accountable. Our rate payers are our top priority. Therefore, we thought it critical to partner with SL Environmental on this unprecedented matter.”

- Phil Tucker, Superintendent at York Sewer District, Maine

What working with our team means for you

- **Water and wastewater litigation experience:** We have 20+ years of experience exclusively representing water and wastewater utilities in contamination cases, including 1,2,3-TCP, MTBE, p-CBSA, PCE, PCBs, and PFAS. The polluters we aim to hold accountable know we are not afraid to go to trial.
- **PFAS experience and proven track record:** Our team has extensive PFAS experience, which has led to a number of our attorneys holding leadership positions in the current PFAS AFFF multidistrict litigation (MDL). We already represent about 200 clients seeking to recover costs for PFAS contamination, including clients with wastewater claims.
- **No upfront costs or retainer:** We provide our services on a contingency fee basis. This allows water systems to retain us without any upfront or ongoing fees or litigation costs.
- **Less work for your utility:** Our water litigation experience allows us to be time efficient both preparing for and during the lawsuit, reducing the burden on the water system. Additionally, thanks to the MDL, there is limited work needed on the system's part to participate.
- **Committed to our clients' cause:** We have the resources and experience to fight through trial and appeal, for as long as it takes to get the right results for you.
- **Recovering costs while protecting the community:** We go after the big corporations that manufactured the contaminants, protecting both ratepayers and your local community.

SL Environmental Law Group P.C. PFAS Legal Team – Current Clients



Alabama

City of Jacksonville

Alaska

City of Fairbanks

Arizona

Arizona Water Company
 City of Glendale
 City of Phoenix
 Global Water Resources, Inc.
 Hearthstone Water, Inc., and associated water companies
 JW Water Holdings, Inc.

California

Alameda County Agricultural Fair Association
 Bellflower-Somerset Mutual Water Company
 Box Springs Mutual Water Company
 California Domestic Water Company

Camrosa Water District
 Chino Basin Desalter Authority
 City of Anaheim
 City of Buena Park
 City of Colton
 City of Corona
 City of Fullerton
 City of Garden Grove
 City of Huntington Beach
 City of La Verne
 City of Lomita
 City of Monterey Park
 City of Newport Beach
 City of Norco
 City of Orange
 City of Riverside
 City of Sacramento
 City of Santa Ana
 City of Santa Barbara

SL Environmental Law Group P.C. PFAS Legal Team – Current Clients

City of Santa Barbara
City of Santa Margarita
City of Tustin
City of Westminster
Covina Irrigating Company
Del Rio Mutual Water Company
East Orange Water District
Elsinore Valley Municipality Water District
Golden State Water Company
Irvine Ranch Water District
Jurupa Community Services District
La Habra Heights County Water District
La Puente Valley County Water District
Montara Water & Sanitary District
Montebello Land & Water Company
Orange County Water District
Orchard Dale Water District
Pico Water District
Rubidoux Community Services District
San Andreas Mutual Water Company
San Gabriel Basin Water Quality Authority
San Gabriel Valley Water Company
Serrano Water District
South Montebello Irrigation District
Suburban Water Systems
Valencia Heights Water Company
Water Replenishment District of Southern California
Yorba Linda Water District

Colorado

East Cherry Creek Valley Water & Sanitation District
Metro Water Recovery

Delaware

Municipal Services Commission of the City of New Castle

Florida

Broward County
City of Coconut Creek
City of Crestview
City of Pensacola
City of Tallahassee
Escambia County
Miami-Dade County
Peoples Water Service Company of Florida, Inc.

Idaho

Malad & Hilton Water Company

Illinois

City of Collinsville
City of Crest Hill
City of East Moline
City of East Peoria
City of Edwardsville
City of Elgin
City of Evanston
City of Highland Park
City of Lake Forest
City of Marquette Heights
City of Moline
City of Mount Morris
City of North Chicago
City of Rock Island
City of Waukegan
City of Wood River
East Alton, The Illinois Municipality Corporation
North Park Public Water District
Pleasant Valley Public Water District
Village of Cary
Village of Channahon
Village of Dupon
Village of East Dundee
Village of Fox Lake
Village of Glencoe
Village of Lake in the Hills
Village of Minooka
Village of Northbrook
Village of Rockdale
Village of South Elgin
Village of Sugar Grove
Village of Warrenville
Village of Wilmette
Village of Winnetka

Indiana

City of Beech Grove
City of Carmel
City of Huntington
City of Jeffersonville
City of Lafayette
City of Lawrence
City of Madison
City of Monticello
City of Peru
City of Washington
City of West Lafayette
Town of Arcadia

SL Environmental Law Group P.C. PFAS Legal Team – Current Clients

Town of Atlanta
Town of Cicero
Town of Danville
Town of Grabill
Town of Oxford
Town of Plainfield
Town of Reynolds
Town of Sellersburg
Town of West Terre Haute

Iowa

[Des Moines Water Works](#)
[Keokuk Municipal Waterworks](#)
[West Des Moines Water Works](#)

Kentucky

City of South Shore
Frankfort Plant Board
Louisville Water Company
Northern Kentucky Water District

Maine

[Brunswick Topsham Water District](#)
[City of Bangor](#)
[Kennebec Water District](#)
[Kennebunk Kennebunkport and Wells Water District](#)
[Portland Water District](#)
[Sanford Water District](#)
[South Berwick Water District](#)
[York Sewer District](#)

Massachusetts

Centerville-Osterville-Marstons Mills Water District
City of Attleboro
City of Mansfield
City of Westfield
City of Worcester
County of Barnstable
Dedham-Westwood Water District
Dracut Water Supply District
East Chelmsford Water District
Grafton Water District
Silver Spruce Montessori School
Sudbury Water District
Swansea Water District
Town of Andover
Town of Burlington
Town of Canton
Town of Clarksburg
Town of Concord

Town of Concord
Town of Foxborough
Town of Halifax
Town of Holbrook
Town of Hopedale
Town of Hudson
Town of Ipswich
Town of Lincoln
Town of Maynard
Town of Princeton
Town of Randolph
Town of Wayland
Town of Wellesley

Michigan

[City of Saginaw](#)
[Saginaw-Midland Water Supply Corporation](#)

Minnesota

Austin Utilities
City of Apple Valley
City of Bloomington
City of Dawson
City of Fergus Falls
City of Isle
City of Lakeville
City of Madison
City of North Branch
City of Paynesville
City of Woodbury
Marshall Municipal Utilities

New Jersey

[Borough of Fair Lawn](#)
[Borough of Florham Park](#)
[Borough of Hopatcong](#)
[Borough of Point Pleasant](#)
[Borough of Rocky Hill](#)
[City of Bridgeton](#)
[City of Camden](#)
[City of Garfield](#)
[City of Orange Township](#)
[City of Salem](#)
[County of Sussex](#)
[Fayson Lake Water Company](#)
[Hardyston Township](#)
[Hardyston Township Municipal Utilities Authority](#)
[Livingston Township](#)
[Merchantville–Pennsauken Water Commission](#)
[Middlesex Water Company](#)

SL Environmental Law Group P.C. PFAS Legal Team – Current Clients

Pinelands Water and Wastewater Company
South Jersey Transportation Authority
Southeast Morris County MUA
Tidewater Utilities, Inc.
Township of Pequannock
Township of Verona

New York

Erie County Water Authority
Meadows At Cross River Water-Works Corporation
Rolling Hills MHC, LLC
Town of Lewisboro
Town of Poughkeepsie
Village of New Paltz

Ohio

City of Cincinnati
City of Columbus
Clermont County
Del-Co Water Company, Inc.

Oklahoma

City of Perry
City of Sayre
City of Weatherford
Town of Beaver

Pennsylvania

Pennsylvania State University
Pittsburgh Water & Sewer Authority

Rhode Island

City of Newport
City of Woonsocket
Harrisville Fire District
Jamestown Water and Sewer Commission
Kent County Water Authority
North Kingstown
The Block Island Water Company
Town of Westerly

Tennessee

Metropolitan Government of Nashville and
Davidson County

Texas

JW Water Holdings Inc.
Texas Water Utilities

Virginia

City of Portsmouth

Washington

City of Cheney
City of Deer Park
City of Spokane
Public Utility District No. 1 of Clark County
Sammamish Plateau Water and Sewer District

Wisconsin

Milwaukee County
Village of Walworth
Village of Granton

States and Sovereigns

Commonwealth of Massachusetts
Commonwealth of Northern Mariana Islands
State of New Hampshire
State of North Carolina
State of Ohio
Territory of Guam

Cover the Cost to Treat Water Contamination by Making Polluters Pay

We help water systems provide safe and affordable water to the communities they serve

Partnering with Water Suppliers to Hold Polluters Accountable

Everyone deserves safe drinking water. Unfortunately, the prevalence of man-made, toxic chemicals that are increasingly found in water supplies puts a strain on water suppliers who are left to shoulder the responsibility for clean up.

SL Environmental Law Group helps states, municipalities, water districts, water companies, and other businesses hold the companies that manufactured these products accountable through legal action. Since 2003 SL has been solely focused on water contamination litigation and has helped **150+ clients, resulting in over \$1.2 billion recovered in settlements and trials** which would otherwise be shouldered by water systems and taxpayers.

“We’ve certainly recommended SL to others for the same reasons we chose them. The speed at which we saw results, in this case a substantial settlement from the defendant, was unlike anything I’ve seen before.”

- Denise Kruger, Senior Vice President, Golden State Water Company

What Working With Our Team Means For Water Systems

- **Water litigation expertise:** we have 20+ years of experience exclusively representing water suppliers in contamination cases, including 1,2,3-TCP, MTBE, p-CBSA, PCE, PCBs, and PFAS. The polluters we aim to hold accountable know we are experts in our field and are not afraid to go to trial.
- **No upfront costs or retainer:** we provide our services on a contingency fee basis. This allows water systems to retain us without any upfront or ongoing fees or litigation costs.
- **Less work for water systems:** our water litigation expertise allows us to be time efficient both preparing for and during the lawsuit, reducing the burden on the water system.
- **Committed to our clients’ cause:** we have the resources and experience to fight through trial and appeal, for as long as it takes to get the right results for you.
- **Recovering costs while protecting the community:** we go after the big corporations that manufactured the contaminants, protecting both ratepayers and your local community.

How We Help Clients *(just a few examples)*

Litigation experience

A \$48 million jury award to the City of Pomona, CA to clean up groundwater supplies contaminated with perchlorate.

Represented the State of New Hampshire in a record-breaking lawsuit against more than two dozen petroleum companies for MTBE groundwater contamination. Settlements with some defendants provided \$130M+ to the State for clean-up. A jury found against the non-settling defendant ExxonMobil, awarding the State damages for more than \$816M, of which ExxonMobil was responsible for \$236M+.

Regional efforts

A lawsuit filed on behalf of the Water Replenishment District of California (WRD) against manufacturers of aqueous film forming foams (AFFF) over PFAS contamination. The contamination impacts many wells in WRD’s service area, which includes 43 cities over a 420-square-mile area of southern Los Angeles County.

PFAS expertise

PFAS Legal Team: SL is one of five law firms who combined their expertise to protect water providers against PFAS polluters. Our PFAS team has 20+ years of experience in water litigation, the only lawyers in the country who have tried multiple PFOA cases successfully, and exclusive access to documents demonstrating manufacturers’ knowledge and egregious conduct. Some of our team’s work has been chronicled in the 2019 film “Dark Waters,” and the 2018 documentary “The Devil We Know”.

LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. This Legal Services Agreement (“LSA” or “Agreement”) is made by and among Mid-Coast Solid Waste Corporation (the “Corporation”), SL Environmental Law Group PC (“SL”), the Law Office of Kevin Madonna PLLC (“KM”), Douglas and London, P.C. (“D&L”), Taft Stettinius & Hollister, LLP (“Taft”), and Levin Papantonio Rafferty Proctor Buchanan O’Brien Barr Mougey, P.A. (“Levin Papantonio”). SL, KM, D&L, Taft, and Levin Papantonio are collectively referred to as the “Firms.” The Firms and the Corporation are collectively referred to as the “Parties.”

2. The purpose of this LSA is (i) to enter into an attorney-client relationship between the Corporation and the Firms for the purpose of investigating and assessing potential claims arising out of the presence of per- and polyfluoroalkyl substances (“PFAS”) contaminants in the Corporation’s landfill, or its landfill leachate, or on other property owned by the Corporation; and (ii) to provide for the terms and conditions for the representation of the Corporation in any civil action that may be filed in one or more state trial courts or the United States District Court (“Legal Action”).

3. This Agreement is required by California Business and Professions Code section 6147 and other applicable state laws, regulations or rules relating to contingent fee agreements, including in the State of Maine, and is intended to fulfill any and all applicable requirements that contingent fee agreements be in writing.

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. **Contaminants.** The Corporation has detected the presence of several PFAS compounds (the “Contaminants” or “Contamination”) during testing of its landfill and/or landfill leachate. The engineering, construction, operation and maintenance of systems to treat this Contamination is expected to continue to result in significant financial costs to the Corporation.

2. **Investigation.** The Corporation has retained the Firms to assist it in investigating the presence of the Contaminants throughout its operations and property and potential sources of the Contamination, evaluating the potential to recover the costs associated with the Contamination, providing legal advice associated with potential causes of action that could be asserted against responsible parties, and representing the Corporation in any Legal Action against parties potentially responsible for the Contamination.

B. COSTS AND FEES.

1. **The Corporation.** All costs incurred in the ordinary course of the Corporation’s operations of its wastewater treatment facilities, including any sampling, laboratory testing and engineering expenses, shall be paid directly by the Corporation.

2. **The Firms.** All costs and fees incurred by the Firms as part of any investigation shall be paid directly by the Firms and treated as Costs under Section III.J, below.

3. **Recovery of Pre-Litigation Costs and Fees.** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by any Party from defendants in any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

The Corporation is retaining the Firms, not any particular attorney, and attorney services to be provided to the Corporation shall not necessarily be performed by any particular attorney.

D. DESIGNATION.

The Firms and the Corporation will designate specific points of contact to coordinate various stages of investigation and litigation. These designations are intended to establish a clear line of communication and to minimize potential uncertainty, but not to preclude communication between the Corporation and the Firms.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. **Inclusions.** It is the intent of the Parties that the Firms shall represent the Corporation in a one or more civil actions for damages in one or more state trial courts and/or the United States District Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of the Corporation with respect to:

a. The contamination of wastewater treatment systems, effluent, and biosolids, and/or other property owned by the Corporation, by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by the Corporation and the Firms.

b. Claims and/or actions for damages sustained by the Corporation as a result of, among other things: actual or threatened conduct relating to contamination of wastewater treatment systems or other Corporation property; additional costs of handling and disposing of biosolids and effluent that are contaminated with PFAS; indemnification for claims brought against the Corporation for contaminated discharges or the presence of the Contaminants on Corporation property; and any past, present, and future costs incurred to construct and maintain systems that can remove the Contaminants from wastewater treatment systems, soil, landfill leachate, or other property; and any related appeals in such actions.

2. **Retention; Filing of Legal Action.** The filing of any Legal Action

pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating the Corporation to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action or any appeal on behalf of the Corporation.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. **Exclusions.** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at the Corporation's request, the Firms (via relevant designees) shall endeavor to appear at such administrative proceedings to assist legal counsel for the Corporation in resolving administrative matters with the potential to affect, adversely or beneficially, the Corporation's prospects of recovery in the Legal Action. Such assistance will be provided by the Firms without the Corporation being assessed any additional attorneys' fees in connection with such appearance. This provision shall not exclude naming an administrative or governmental agency, department, or board as a party in a Legal Action.

b. Defending any legal action(s) against the Corporation commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in or arising from the Legal Action initiated pursuant to this Agreement.

c. Defending any claim against the Corporation for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. **Additional Legal Services.** If the Corporation wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms, the Corporation shall be required.

C. RESPONSIBILITIES OF THE FIRMS, THE CORPORATION.

1. **The Firms' Responsibilities.** The Firms shall perform the legal services called for under this Agreement, keep the Corporation informed of progress and developments, and respond promptly to the Corporation's inquiries and communications. The Firms shall provide status reports to the Corporation on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of the Corporation.

2. **The Corporation's Responsibilities.** The Corporation shall cooperate, coordinate, support and assist with the Firms' litigation efforts and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. **Selection of Experts.** The Firms and the Corporation shall meet and confer regarding selection and retention of experts in the Legal Action. The Corporation shall not unreasonably withhold approval of selection and retention of such experts.

4. **Settlement.** The Firms shall not settle any Legal Action without the approval of the Corporation. The Corporation shall have the absolute right to accept or reject any settlement. The Firms shall notify the Corporation promptly of the terms of any settlement offer received by the Firms.

5. **The Corporation's Agreement Not to Use, Share, or Disclose the Firms' Materials and Work Product Outside the Context of this Legal Action.** Except as may be required by law, the Corporation agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which the Corporation or its counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms, except that: A) documents, work product, or other information that was obtained or created specifically as part of the Firms' work for the Corporation shall be provided to the Corporation upon request; and B) the Corporation shall have the right to obtain, and the restrictions set forth in this paragraph shall not apply to, documents, work product, or other information which the Corporation has paid or reimbursed the Firms for the cost of producing. This paragraph does not limit the Corporation from sharing information pertaining to the litigation with the Corporation Board of Directors, Corporation Legal Counsel, and/or Corporation personnel with a need to know such information.

D. ATTORNEYS' FEES.

1. **Contingent Fee.** The amount the Firms shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be calculated as follows: for any settlement or judgment, thirty-two and one half percent (32.5%) of the Gross Recovery (as defined below).

2. Definitions Relevant to Attorneys' Fees.

a. "Gross Recovery" means the total value received by the Corporation of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.

b. "Net Recovery" means the total value received by the Corporation after the payment of attorney fees and costs.

c. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by the Corporation without being either advanced or contributed to by the Firms, include the Corporation's expenses incurred in providing information to the Firms or defendants or as part of investigation(s).

d. "Final Judgment" means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining

the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

e. “Settlement” refers to any voluntary agreement executed by the Corporation and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

f. “Cash Recovery” means, without limitation, the total monetary amount received by the Corporation in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by the Corporation. “Cash Recovery” does not include any Sanctions (as defined below) or civil penalties that may be awarded under Chapter 93A of the Massachusetts General Laws or similar laws in other state jurisdictions.

g. “Non-Cash Recovery” means, without limitation, the fair market value of any property delivered to the Corporation, any services rendered for the Corporation’s benefit, and any other non- cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of surface water intake(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on the Corporation, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

h. “Present Value” means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

i. “Sanctions” means a monetary award or the settlement of a monetary award arising from the discovery abuse or other misconduct of a defendant or a defendant’s attorneys in the Litigation, such a frivolous motions, objections or defenses, or other discovery abuses.

j. “Reasonable Fees” or “Reasonable Attorney’s Fee” shall mean such fees as are reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on the Corporation, and the financial risk to the Firms and associate counsel by their agreeing to represent the Corporation in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs. Subject to Section III.E.2, below, in no event shall Reasonable Fees or a Reasonable Attorney’s Fee exceed thirty-two and one-half percent (32.5%) of the Gross Recovery.

3. *Calculation of Non-Cash Recovery.*

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by the Corporation, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by the Corporation upon the execution of a Settlement or Final

Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, the Corporation shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to the Corporation's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict the Corporation's right to include a Non-Cash Recovery in any Settlement, nor the Firms' right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. The receipt of any Gross Recovery or portion thereof on behalf of the Corporation shall be received into one of the Firms IOLTA accounts. Once cleared, payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by the Corporation of any Gross Recovery. In the event that there is a Final Judgment of all claims against all defendants and payment has been received by the Corporation, except there remains in dispute and Final Judgment has not been obtained on a claim for court-awarded costs or attorneys' fees against the defendants, the Corporation will make payment of the Contingent Fee to the Firms based on the Gross Recovery then paid by the defendants and received by the Corporation. In this scenario, the Firms will continue the litigation on behalf of the Corporation on the remaining issues of court-awarded costs or attorneys' fees, and the Corporation shall not be obligated to make any additional payment to the Firms based on any award of costs or fees ultimately made. Any court-awarded costs or attorneys' fees, including any costs or fees arising out of any court-imposed sanctions, received by the Firms as part of the Legal Action shall not be treated as part of the Gross Recovery, but shall, in the case of costs, be credited against corresponding costs incurred by the Firms on the Corporation's behalf, or, in the case of fees, credited against the Contingent Fee. To the extent that the Corporation has previously made payment towards the Contingent Fee in excess of the amount owed (after any credits are made), the Firms shall return such excess to the Corporation.

2. The Legal Action may be filed as or become part of a Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Firms currently, or will in the future, serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more of the Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. The Parties acknowledge that, consistent with how the Court has treated settlements reached as part of the MDL to date, compensation for this work and effort, known as "common benefit work," may be awarded to Attorneys and paid out of the MDL court's assessments against settlements, including settlements on behalf of the Corporation and others who have filed claims that are pending in the MDL court, and these assessments may be ordered to be paid out of the Contingency Fee otherwise due under this Agreement. The Parties agree that, absent any court order to that effect, which the Firms shall have no obligation to seek or to avoid opposing, compensation for common benefit work shall remain separate and distinct from any Contingent Fee owed under this Agreement.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. **Reasonable Fee.** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent the Corporation on a Contingent Fee basis, the Corporation shall, after a good faith meet and confer process, pay the Firms a Reasonable Fee for the services rendered.

2. **Fee Determination.** Whenever applicable, the Parties shall use best efforts to negotiate a Reasonable Fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings borne by the Corporation and the Firms.

G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. **Procedure.** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, “Disputed Recoveries”) or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each party’s selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third party appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.I (“Arbitration of Disputes”).

2. **Expenses.** The Corporation and the Firms shall each bear the expense of their own selected appraiser, and the Corporation and the Firms shall each pay one-half of the expenses of the third appraiser.

H. NEGOTIATED FEE. The Corporation is informed that the Attorneys’ Fees provided for herein are not set by law but rather are negotiable between the Firms, the Corporation and their respective counsel.

I. DIVISION OF ATTORNEYS’ FEES.

1. **Division of Fees; Disclosure.** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to the Corporation. The Corporation is informed that, under the Rules of Professional Conduct of the State Bar of California, such a division may be made only with the Corporation’s written consent after a full disclosure to the Corporation in writing that a division of fees shall be made and of the terms of such division. The division of fees among the Firms will be provided by a separate document to the Corporation.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to the Corporation's approval.

J. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of the Corporation under this Agreement. Costs shall be advanced by the Firms and then paid by the Corporation from any Gross Recovery, subject to the limitations and allocation of cost methodology described in Section E. Interest at the rate of four and three-quarters percent (4.75%) per year shall accrue on all Costs advanced by the Firms, from the date of each advance to the date of reimbursement. The Firms shall notify the Corporation of the total amount of Costs advanced every quarter.

2. ***Apportionment of Costs.*** The Corporation acknowledges and agrees that Costs may include expenses that benefit both the Corporation and other clients of the Firms who are investigating or litigating claims similar to those brought on behalf of the Corporation in the Legal Action, including but not limited to the expenses of taking discovery, conducting investigations, and hiring expert witnesses. The expenses that benefit both the Corporation and other clients will be allocated among cases pending at the time of settlement or judgment that have not yet received final judgment such that the Corporation is responsible for only that portion of such expenses reasonably attributable to the expenses of conducting the Legal Action on behalf of the Corporation, and only that portion attributable to Corporation shall be treated as Costs in the event of a Net Recovery.

3. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs that are the responsibility of the Corporation before any distribution to the Corporation. If there is no Cash Recovery or the Gross Recovery is insufficient to reimburse the firms in full for the Costs advance, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

4. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend the Corporation in any motion seeking an award of Attorneys' Fees or costs against the Corporation in any Legal Action brought under this Agreement. Any costs so awarded shall be treated as Costs for purposes of, and in the manner provided by, this Agreement, with the exception of (a) litigation costs awarded under 28 U.S.C. § 1920, Fed. R. Civ. P. 54(d), or any similar provision of state law awarding costs to the prevailing party in litigation, which shall be borne solely by the Corporation and (b) costs awarded against the Firms for their violation of Fed. R. Civ. P. 11 (or any similar provision of state law prohibiting the making of groundless or frivolous arguments or claims) or the Rules of Professional Conduct, which shall be borne solely by the Firms.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship

with another party with interests adverse to the Corporation, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to the Corporation so the Corporation can evaluate whether that relationship causes the Corporation to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect the Corporation's confidential information.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.***

a. The Corporation understand that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, the Corporation understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. The Corporation understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. The Corporation understands that the Firms would not take on this engagement if the Corporation required the Firms to forgo representations like those described above. The Corporation has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other wastewater treaters, as well as drinking water suppliers, in similar litigation, because such waiver enables the Corporation to obtain the benefits of the Firms' experience and expertise.

b. The Corporation consents that the Firms may continue to handle such work, and may take on similar new clients and matters without disclosing each such new matter to the Corporation or seeking the consent of the Corporation while representing it.

c. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to the Corporation while the Firms are still representing the Corporation under this Agreement.

V. **TERMINATION**

A. **DISCHARGE OF ATTORNEY.**

1. ***Right to Discharge.*** The Corporation may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. The Corporation shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the California Rules of Professional Conduct or other applicable state Rules of Professional Conduct. Unless specifically agreed by the Firms and the Corporation, the Firms shall provide no further services and advance no further Costs on the Corporation's behalf after receipt of the notice of discharge. If any or all of the Firms are the Corporation's attorney of record in any proceeding, the Corporation shall execute and return a substitution-of-attorney form within a reasonable time after receipt from the Firms.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without

cause before the conclusion of a Legal Action, the Corporation shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit the Corporation's rights and remedies in the event of a discharge of the Firms for cause, and the Corporation reserves the right to withhold payment of attorney's fees to the Firms to the extent that the Firms are discharged by the Corporation for good cause. For purposes of this Section V(A), the term "for cause" shall mean where the Firms have breached this Agreement or otherwise failed to provide legal services that meet professional standards.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of the Corporation (i) with the Corporation's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to the Corporation. Good cause includes the Corporation's material breach of this Agreement, the Corporation's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter after elevation of the matter to the Corporation's Board of Selectmen, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, the Corporation shall remain obligated to pay the Firms and any associated counsel, out of the Gross Recovery—if and only if there is a Gross Recovery—a Reasonable Fee for all services provided prior to withdrawal, and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. *Withdrawal Without Cause.*

a. The Firms may terminate this Agreement at any time, without cause, by giving the Corporation not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination and provide for a reasonable transition of the case, without prejudice to the Corporation, to qualified replacement counsel. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by the Corporation.

b. Any withdrawal by the Firms, with or without cause, shall be subject to the Maine Rules of Professional Conduct, Rule 1.16(d), which specifies that an attorney "shall take steps to the extent reasonably practicable to protect a client's interests, including giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fees or expenses that has not been earned or incurred, and complying with Rule 1.15(f) concerning the information and data to which the client is entitled," as well as any other similar provisions of the rules of any other state that may be applicable.

VI. MISCELLANEOUS

A. RELEASE OF THE CORPORATION'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to the Corporation on request all of the Corporation's papers and property. "The Corporation's papers and property"

includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the Corporation's representation, regardless of whether the Corporation has paid for said documents or property. The Firms' obligations under this section shall not be contingent upon payment of any claimed fees.

B. INDEPENDENT CONTRACTOR. The relationship to the Corporation of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of the Corporation, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

C. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. The Corporation acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

D. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

E. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

F. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

G. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

H. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the Maine State Bar's program for arbitration of fee disputes. If a fee dispute arises, the Firms shall provide the Corporation with information about the State Bar program.

I. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be any court of competent jurisdiction located in the State of Maine.

J. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Maine.

K. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by all of the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

L. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

M. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

MID-COAST SOLID WASTE CORPORATION

By: _____

_____ Date

THE FIRMS:

SL Environmental Law Group PC
Alexander Leff

_____ Date

Taft Stettinius & Hollister LLP
Robert A. Bilott

_____ Date

Douglas & London
Michael A. London

_____ Date

Levin Papantonio Rafferty Proctor
Buchanan O'Brien Barr Mougey, P.A.
Ned McWilliams

_____ Date

Law Office of Kevin Madonna PLLC
Kevin J. Madonna

Date

Expense Summary Report

ACCOUNTS: E 1-01-01 - E 1-48-11

JULY TO JUNE

ACCOUNT	BUDGET	BUDGET	---- Y T D ----		YTD UNEXPENDED		PERCENT SPENT
	ORIGINAL	ADJUSTMENT	DEBITS	CREDITS	NET	BALANCE	
1 - General	2,628,308.00	178,262.77	809,309.96	179.87	809,130.09	1,997,440.68	28.83
01 - General Administration	236,557.00	5,775.00	47,563.15	35.89	47,527.26	194,804.74	19.61
01 - Manager	60,000.00	0.00	17,538.40	0.00	17,538.40	42,461.60	29.23
03 - Admin Asst	62,400.00	0.00	19,773.75	0.00	19,773.75	42,626.25	31.69
04 - Contract Bookkeeping	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
06 - Community Committee Projects	6,000.00	5,775.00	0.00	0.00	0.00	11,775.00	0.00
07 - Waste Reduction Education	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
10 - Office Supplies & Equipment	6,830.00	0.00	1,448.00	0.00	1,448.00	5,382.00	21.20
11 - Software License & Support	24,381.00	0.00	5,620.27	35.89	5,584.38	18,796.62	22.90
12 - General Legal	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
16 - Audit	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
17 - Communications-Pub. Advert.	3,000.00	0.00	550.00	0.00	550.00	2,450.00	18.33
18 - Seminar & Training Expense	2,000.00	0.00	542.96	0.00	542.96	1,457.04	27.15
19 - Safety Training & Equipment	4,000.00	0.00	1,514.77	0.00	1,514.77	2,485.23	37.87
20 - Dues	5,946.00	0.00	575.00	0.00	575.00	5,371.00	9.67
21 - In Lieu of Taxes/Payment	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
05 - Operations - Wages	532,000.00	0.00	157,697.88	0.00	157,697.88	374,302.12	29.64
02 - Full Time Labor	413,000.00	0.00	112,907.74	0.00	112,907.74	300,092.26	27.34
03 - Part Time Labor	107,000.00	0.00	40,181.62	0.00	40,181.62	66,818.38	37.55
04 - Overtime	12,000.00	0.00	4,608.52	0.00	4,608.52	7,391.48	38.40
10 - Employee Benefits & Insurance	261,258.00	0.00	72,006.59	0.00	72,006.59	189,251.41	27.56
01 - Health Insurance	111,000.00	0.00	27,075.84	0.00	27,075.84	83,924.16	24.39
02 - FICA	49,000.00	0.00	15,326.67	0.00	15,326.67	33,673.33	31.28
03 - Unemployment	3,378.00	0.00	1,420.00	0.00	1,420.00	1,958.00	42.04
04 - Workers Compensation	53,280.00	0.00	16,877.10	0.00	16,877.10	36,402.90	31.68
05 - ICMA Retirement	20,500.00	0.00	5,717.38	0.00	5,717.38	14,782.62	27.89
06 - Income Protection	4,100.00	0.00	1,103.06	0.00	1,103.06	2,996.94	26.90
07 - Clothing	5,600.00	0.00	886.54	0.00	886.54	4,713.46	15.83
08 - Health Insurance Buyout	14,400.00	0.00	3,600.00	0.00	3,600.00	10,800.00	25.00
15 - Insurance	22,000.00	0.00	8,069.00	0.00	8,069.00	13,931.00	36.68
01 - Public Official Liability/Prop	22,000.00	0.00	8,069.00	0.00	8,069.00	13,931.00	36.68
20 - Facility	47,838.00	4,550.18	13,765.91	143.98	13,621.93	38,766.25	26.00
01 - Utilities	8,388.00	0.00	2,727.42	0.00	2,727.42	5,660.58	32.52
05 - Station Maintenance	20,400.00	4,550.18	7,560.16	0.00	7,560.16	17,390.02	30.30
07 - Communication - on site	250.00	0.00	207.73	143.98	63.75	186.25	25.50
08 - Portable Toilet Service	1,300.00	0.00	450.00	0.00	450.00	850.00	34.62
10 - Equipment Maintenance & Fuel	3,000.00	0.00	1,476.87	0.00	1,476.87	1,523.13	49.23
14 - Break/Rest Supplies	2,500.00	0.00	1,155.23	0.00	1,155.23	1,344.77	46.21

Expense Summary Report

ACCOUNTS: E 1-01-01 - E 1-48-11

JULY TO JUNE

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	---- Y T D ----		YTD UNEXPENDED NET	YTD UNEXPENDED BALANCE	PERCENT SPENT
			DEBITS	CREDITS			
1 - General CONT'D							
15 - Traffic Control/Replace Signs	2,000.00	0.00	131.50	0.00	131.50	1,868.50	6.58
19 - Steel & Fabrication	10,000.00	0.00	57.00	0.00	57.00	9,943.00	0.57
25 - Operational Costs-MSW	794,923.00	0.00	209,607.87	0.00	209,607.87	585,315.13	26.37
05 - Equipment Maintenance/Supplies	19,000.00	0.00	44.96	0.00	44.96	18,955.04	0.24
07 - Compost Pilot	200.00	0.00	523.58	0.00	523.58	-323.58	261.79
08 - Waste Oil	3,000.00	0.00	389.40	0.00	389.40	2,610.60	12.98
10 - Purchase of Bags	50,000.00	0.00	39,050.00	0.00	39,050.00	10,950.00	78.10
12 - Universal Household Waste	2,000.00	0.00	400.88	0.00	400.88	1,599.12	20.04
13 - HHW Day Cost	12,500.00	0.00	0.00	0.00	0.00	12,500.00	0.00
14 - Roll-off Truck Maint/Repair	4,000.00	0.00	15,400.22	0.00	15,400.22	-11,400.22	385.01
15 - Scale	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
16 - Hauling MSW	181,723.00	0.00	54,292.18	0.00	54,292.18	127,430.82	29.88
17 - Tipping MSW	511,500.00	0.00	97,341.38	0.00	97,341.38	414,158.62	19.03
18 - Electricity	8,000.00	0.00	2,165.27	0.00	2,165.27	5,834.73	27.07
30 - Recycling	115,042.00	11,956.40	27,243.09	0.00	27,243.09	99,755.31	21.45
02 - Recycle Metal Transportation	42,222.00	0.00	6,929.00	0.00	6,929.00	35,293.00	16.41
05 - Tire Disposal	3,000.00	0.00	429.00	0.00	429.00	2,571.00	14.30
06 - Sales Expense	6,000.00	0.00	745.20	0.00	745.20	5,254.80	12.42
07 - Freon Removal	5,500.00	0.00	3,170.50	0.00	3,170.50	2,329.50	57.65
08 - Recycling Supplies	11,000.00	0.00	4,975.41	0.00	4,975.41	6,024.59	45.23
09 - Equipment Maintenance & Repair	12,500.00	6,625.58	5,008.81	0.00	5,008.81	14,116.77	26.19
10 - Building Maintenance & Repair	8,000.00	5,330.82	363.14	0.00	363.14	12,967.68	2.72
18 - Electricity	15,000.00	0.00	3,688.29	0.00	3,688.29	11,311.71	24.59
19 - Fuel/Oil	11,820.00	0.00	1,933.74	0.00	1,933.74	9,886.26	16.36
35 - Operational Costs-CDD	491,190.00	5,981.19	148,419.98	0.00	148,419.98	348,751.21	29.85
01 - Leachate	280,000.00	0.00	98,540.16	0.00	98,540.16	181,459.84	35.19
03 - Analytical	45,000.00	0.00	12,099.99	0.00	12,099.99	32,900.01	26.89
04 - Landfill Development	25,000.00	0.00	557.88	0.00	557.88	24,442.12	2.23
05 - Hydrogeological Consultations	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
07 - Engineering Consultation	17,350.00	0.00	0.00	0.00	0.00	17,350.00	0.00
08 - Dozer Fuel/Maintenance	14,350.00	5,981.19	3,716.41	0.00	3,716.41	16,614.78	18.28
09 - Landfill Equipment	7,500.00	0.00	7,503.11	0.00	7,503.11	-3.11	100.04
11 - OCB Maintenance & Repair	500.00	0.00	0.00	0.00	0.00	500.00	0.00
12 - Sheetrock Diversion	50,000.00	0.00	15,039.95	0.00	15,039.95	34,960.05	30.08
13 - Brush Diversion & Hauling	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
15 - DEP Landfill Fee	8,990.00	0.00	2,323.38	0.00	2,323.38	6,666.62	25.84
18 - Electricity	4,500.00	0.00	1,065.10	0.00	1,065.10	3,434.90	23.67

Expense Summary Report
ACCOUNTS: E 1-01-01 - E 1-48-11
JULY TO JUNE

ACCOUNT	BUDGET	BUDGET	---- Y T D ----		YTD UNEXPENDED NET	UNEXPENDED BALANCE	PERCENT SPENT
	ORIGINAL	ADJUSTMENT	DEBITS	CREDITS			
1 - General CONT'D							
19 - Mattress Diversion	25,000.00	0.00	7,574.00	0.00	7,574.00	17,426.00	30.30
45 - Capital Expenditures	25,000.00	150,000.00	124,936.49	0.00	124,936.49	50,063.51	71.39
05 - Prod Well/Piezometer Replace	0.00	150,000.00	116,042.94	0.00	116,042.94	33,957.06	77.36
06 - Culvert Pump to Strmwtr	15,000.00	0.00	8,893.55	0.00	8,893.55	6,106.45	59.29
08 - Waterline Install to Hopper	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
48 - Capital Reserves	102,500.00	0.00	0.00	0.00	0.00	102,500.00	0.00
01 - Jacobs Quarry Closure Reserve	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0.00
10 - Waste Reduction Reserve	17,500.00	0.00	0.00	0.00	0.00	17,500.00	0.00
Final Totals	2,628,308.00	178,262.77	809,309.96	179.87	809,130.09	1,997,440.68	28.83

Revenue Summary Report

ACCOUNTS: R 1-01 - R 1-94

JULY TO JUNE

ACCOUNT	BUDGET ORIGINAL	BUDGET NET	CURR MONTH DEBITS	CURR MONTH CREDITS	CURR MONTH NET	YTD NET	UNCOLL BALANCE	PCT COLL
1 - General	2,628,308.00	2,806,570.77	0.00	878,726.21	878,726.21	878,726.21	1,927,844.56	31.31
01 - Pay Per Bag	555,000.00	555,000.00	0.00	254,217.60	254,217.60	254,217.60	300,782.40	45.80
02 - Per Ton Fee	810,000.00	810,000.00	0.00	239,226.47	239,226.47	239,226.47	570,773.53	29.53
03 - Scale Fee	1,700.00	1,700.00	0.00	565.00	565.00	565.00	1,135.00	33.24
04 - Misc Income	3,200.00	3,200.00	0.00	3,041.64	3,041.64	3,041.64	158.36	95.05
06 - Sheetrock	55,000.00	55,000.00	0.00	18,043.47	18,043.47	18,043.47	36,956.53	32.81
07 - Baled Sales	45,000.00	45,000.00	0.00	24,842.99	24,842.99	24,842.99	20,157.01	55.21
09 - Metal Disp	80,000.00	80,000.00	0.00	19,401.10	19,401.10	19,401.10	60,598.90	24.25
10 - Bottle Ret	20,000.00	20,000.00	0.00	5,576.97	5,576.97	5,576.97	14,423.03	27.88
11 - UHW	12,500.00	12,500.00	0.00	4,563.96	4,563.96	4,563.96	7,936.04	36.51
12 - Valve/Freon	10,600.00	10,600.00	0.00	4,481.00	4,481.00	4,481.00	6,119.00	42.27
14 - HHW Day	4,500.00	4,500.00	0.00	10.00	10.00	10.00	4,490.00	0.22
15 - Div Inc Rege	6,000.00	6,000.00	0.00	2,486.00	2,486.00	2,486.00	3,514.00	41.43
17 - 4 Town Demo	359,644.00	359,644.00	0.00	90,751.43	90,751.43	90,751.43	268,892.57	25.23
19 - Brush Disp	40,000.00	40,000.00	0.00	10,885.02	10,885.02	10,885.02	29,114.98	27.21
22 - Mattress Div	25,000.00	25,000.00	0.00	7,481.30	7,481.30	7,481.30	17,518.70	29.93
23 - Mixed Load	12,000.00	12,000.00	0.00	10,835.40	10,835.40	10,835.40	1,164.60	90.30
24 - Yard Waste	8,000.00	8,000.00	0.00	3,826.31	3,826.31	3,826.31	4,173.69	47.83
25 - Swap Shop	500.00	500.00	0.00	408.80	408.80	408.80	91.20	81.76
26 - Tire Div	5,500.00	5,500.00	0.00	1,580.00	1,580.00	1,580.00	3,920.00	28.73
61 - Interest	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
67 - Carry Fwd	0.00	178,262.77	0.00	0.00	0.00	0.00	178,262.77	0.00
72 - Fac Imprv Re	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
91 - Camden	239,025.00	239,025.00	0.00	59,756.25	59,756.25	59,756.25	179,268.75	25.00
92 - Rockport	163,300.00	163,300.00	0.00	40,825.00	40,825.00	40,825.00	122,475.00	25.00
93 - Lincolnville	94,300.00	94,300.00	0.00	47,150.00	47,150.00	47,150.00	47,150.00	50.00
94 - Hope	57,539.00	57,539.00	0.00	28,770.50	28,770.50	28,770.50	28,768.50	50.00
Final Totals	2,628,308.00	2,806,570.77	0.00	878,726.21	878,726.21	878,726.21	1,927,844.56	31.31

Mid-Coast Solid Waste Corporation A/R Aging Summary

As of October 18, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
2025 COMMERCIALTRASH ROCKPORT	113.40	523.80	206.00	159.00	0.00	1,002.20
91 ELM LLC	126.00	4.49	0.00	0.00	0.00	130.49
ALBERTSON BUILDERS	542.00	0.00	0.00	0.00	0.00	542.00
ALDEMERE FARMS	175.00	0.00	0.00	0.00	0.00	175.00
ALFORD LAKE CAMP	46.00	0.00	0.00	0.00	0.00	46.00
ALLEN INSURANCE&FINANCIAL	27.00	0.00	0.00	0.00	0.00	27.00
AMERICAN DREAM COMPANY	1,281.00	235.20	0.00	0.00	0.00	1,516.20
ANTHONY SIMAITIS MASONRY	0.00	5.72	374.00	0.00	0.00	379.72
ARTISAN BOATWORKS	0.00	0.00	7.68	0.00	0.00	7.68
BARTON'S INC	0.00	76.55	98.40	16.00	0.00	190.95
BAY VIEW REAL ESTATE	2.00	15.20	0.00	0.00	0.00	17.20
BAYVIEW MANAGEMENT	825.06	168.50	0.00	0.00	0.00	993.56
BEAUCHAMP PROPERTIES LLC	48.00	42.00	0.00	0.00	0.00	90.00
BELL CHRISTEN STONE	0.00	21.00	3.00	0.00	0.00	24.00
BENNERS TREE SERVICE	0.00	0.00	0.00	0.00	-20.49	-20.49
BLEMASTER ROOFING	1,774.00	494.50	1,270.69	2,068.00	378.00	5,985.19
BOWMAN WOODWORKING LLC	36.20	0.00	0.00	0.00	0.00	36.20
CAMDEN PARKS & REC	131.20	446.20	172.40	0.00	0.00	749.80
CAMDEN PUBLIC WORKS	712.20	416.40	0.00	0.00	0.00	1,128.60
CAMDEN REAL ESTATE	3.00	0.00	0.00	0.00	0.00	3.00
CAMDEN RIVER HOUSE HOTEL	29.00	0.00	0.00	0.00	0.00	29.00
CAMDEN WASTE WATER	0.00	600.00	0.00	0.00	0.00	600.00
CAMP BISHOPSWOOD	0.00	15.00	0.00	0.00	0.00	15.00
CAUTELA EXCAVATION LANDSCAPE	151.00	102.27	2.23	0.00	0.00	255.50
CENTER FOR FURNITURE	163.00	0.00	0.00	0.00	0.00	163.00
COLD MOUNTAIN BUILDERS	196.80	71.00	0.00	0.00	0.00	267.80
COMPLETE PROPERTY SOLUTIONS	117.60	96.00	0.00	0.00	0.00	213.60
COUNTRY-WAY CARPENTRY	484.80	0.00	0.00	0.00	0.00	484.80
CRANESPORT LLC	0.00	0.00	0.00	0.00	-8.10	-8.10
CRESTWOOD KITCHENS	68.00	0.00	0.00	0.00	0.00	68.00
CTCA LLC	71.00	9.00	0.00	0.00	0.00	80.00
CUSTOM HOME BUILDING	24.00	90.00	0.00	0.00	0.00	114.00
DAGGETT BUILDERS	1,569.40	498.00	326.00	0.00	0.00	2,393.40
DEAN PROPERTY SERVICES	0.00	5.45	5.62	5.62	393.73	410.42
DEANE ENTERPRISES	318.00	0.00	0.00	0.00	0.00	318.00
DOWNEAST HOMES	26.00	0.00	0.00	0.00	0.00	26.00
FHRE LLC	0.00	0.00	0.00	-93.18	0.00	-93.18
FIRST CONGREGATIONAL CHURCH	2.00	0.00	0.00	0.00	0.00	2.00
FITZY LLC	482.00	149.00	0.00	0.00	0.00	631.00
FLOOR MAGIC SEPTEMBER 12TH INC.	49.00	116.00	0.00	0.00	0.00	165.00
FORD ENTERPRISES LLC	0.00	3.73	0.00	0.00	0.00	3.73
FRENCH & BRAUN	600.00	0.00	0.00	0.00	0.00	600.00
FROST & BRYANT	54.00	24.00	70.06	13.15	69.57	230.78

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GEE LANDSCAPING	29.00	0.00	0.00	0.00	0.00	29.00
GLENMOOR INC	0.00	0.00	1.68	1.68	112.22	115.58
GRANTS TREE CARE	39.60	0.00	0.00	0.00	0.00	39.60
GUINI RIDGE FARM	20.40	128.00	0.00	0.00	0.00	148.40
HAMMOND LUMBER	6,000.00	0.00	0.00	0.00	0.00	6,000.00
HANNAFORD BROTHERS	12,600.00	13,200.00	0.00	3,600.00	0.00	29,400.00
HARBOR BUILDERS	268.00	0.00	0.00	0.00	0.00	268.00
HATCHET MOUNTAIN BUILDERS	0.00	10.00	0.00	0.00	0.00	10.00
HATCHET MOUNTAIN HOME SERVICES	21.00	0.00	0.00	0.00	0.00	21.00
HEAL'S RUBBISH REMOVAL	0.00	59,444.40	28,764.00	0.00	0.00	88,208.40
HEARTWOOD CARPENTRY	100.00	0.00	0.00	0.00	0.00	100.00
HEDSTROM ELECTRIC	0.00	0.00	-0.80	0.00	0.00	-0.80
HIGHLAND PARK APTS	21.60	0.00	0.00	0.00	0.00	21.60
HOLGERSON, INC.	1,566.00	0.00	0.00	0.00	0.00	1,566.00
HOPKINS LANDSCAPING	17.60	0.17	0.18	0.18	14.52	32.65
HORCH ROOFING	0.00	78.00	0.00	0.00	0.00	78.00
Hospitality House/Knox County Coalition	37.80	13.00	0.00	0.00	0.00	50.80
IMY LANDSCAPING	0.00	106.00	0.00	0.00	0.00	106.00
IRV'S DRYWALL	3,678.80	0.00	0.00	0.00	0.00	3,678.80
JED PATTEN TRASH REMOVAL	0.40	0.00	0.00	0.00	0.00	0.40
JOHN EASTMAN	3.00	1.74	1.73	7.64	113.66	127.77
KATHERYN MCKAY GARDENS	51.20	29.03	14.60	0.00	0.00	94.83
KELSEY'S APPLIANCE	0.00	0.00	104.00	0.00	0.00	104.00
KNOWLTON MOVING & STORAGE	182.00	67.60	0.00	0.00	0.00	249.60
KNOWLTON PROPERTY SOLUTIONS	84.00	51.00	0.00	0.00	0.00	135.00
LIMOGES BUILDERS	120.20	169.80	242.20	0.00	0.00	532.20
LORRAINE CONSTRUCTION	266.40	129.77	36.00	51.00	0.00	483.17
MACCOOLE CONSTRUCTION	98.00	81.00	0.00	0.00	0.00	179.00
MAHOGANY SALON INC	24.00	0.00	0.00	0.00	0.00	24.00
MAINE COAST CONSTRUCTION	352.70	0.00	0.00	0.00	0.00	352.70
MAINE STATE FERRY SERVICE	1,200.00	0.00	0.00	0.00	0.00	1,200.00
MAINE TREEKEEPERS LLC	637.20	159.20	208.60	0.00	0.00	1,005.00
MAINE WINDJAMMER CRUISES	28.00	0.00	0.00	0.00	0.00	28.00
MARDENS LAWN & GARDEN CARE	22.00	54.00	0.00	0.00	0.00	76.00
MAXWELL MACCOOLE	217.00	119.00	0.00	0.00	0.00	336.00
MCCORMICK BUILDERS	1,308.00	307.00	0.00	0.00	0.00	1,615.00
MCINTYRE BUILDERS	51.00	12.00	0.00	0.00	0.00	63.00
MCKENZIE BRUCE	16.82	0.00	0.00	0.00	0.00	16.82
MCWILLIAMS JESSE	192.40	0.00	0.00	0.00	0.00	192.40
MEG MKT	2,400.00	0.00	0.00	0.00	0.00	2,400.00
MEGUNTICOOK MANAGEMENT	150.00	4.52	49.87	41.00	92.75	338.14
MICHELLE BIANCHI	160.40	0.00	0.00	0.00	0.00	160.40
MIDCOAST ENTERPRISES LLC	27.00	12.00	0.00	0.00	0.00	39.00

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MILL STREET COMPANY LLC	44.00	30.00	0.00	0.00	0.00	74.00
MJOLNIR CONSTRUCTION	102.00	0.00	0.00	0.00	0.00	102.00
MRC	0.00	16.64	0.00	0.00	0.00	16.64
NASH PLUMBING	15.00	5.00	0.00	0.00	0.00	20.00
NEW LEAF CONSTRUCTION	72.00	0.00	0.00	0.00	0.00	72.00
NORTH ATLANTIC PAINTING COMPANY	93.80	0.00	0.00	0.00	0.00	93.80
NORTH ATLANTIC PROPERTY LLC	0.00	302.40	0.00	0.00	0.00	302.40
O.B. & SONS, INC.	46.00	57.00	37.00	0.00	0.00	140.00
OLIVER BUILDERS, INC.	12.00	25.00	0.00	0.00	0.00	37.00
OMNI CONSTRUCTION	0.00	0.00	0.00	0.00	-462.30	-462.30
ON THE WATER	6.00	30.00	0.00	0.00	0.00	36.00
ONE STOP BUILDERS	128.00	12.00	0.00	0.00	0.00	140.00
OTHF CONSTRUCTION LLC	192.00	352.16	233.75	83.61	99.00	960.52
P.A.W.S.	25.00	0.00	0.00	0.00	0.00	25.00
P.G. WILLEY & CO.	49.00	0.00	0.00	0.00	0.00	49.00
PARKER HOUSE LLC	59.20	0.00	0.00	0.00	0.00	59.20
PETE THE HANDYMAN	68.00	264.00	0.00	0.00	0.00	332.00
PHI HOME DESIGNS, LLC	24.00	0.00	0.00	0.00	0.00	24.00
PLANTS UNLIMITED	64.40	0.00	0.00	0.00	0.00	64.40
POTTER BUILDING COMPANY	59.00	12.00	0.00	0.00	0.00	71.00
PROPERTY SERVICES & CARETAKING	0.00	0.67	0.70	0.70	47.78	49.85
QUARRY HILL	335.40	157.26	238.00	0.00	0.00	730.66
R.A. LANE CONSTRUCTION	14.00	16.00	0.00	0.00	0.00	30.00
RANDY FROST ROOFING	80.00	0.00	0.00	0.00	0.00	80.00
Ray Lemieux	0.00	1.48	5.00	50.00	0.00	56.48
REALTY RESOURCES MANAGEMENT	0.00	26.56	0.00	0.00	0.00	26.56
RICHARD LERMOND	21.00	53.00	15.00	0.00	0.00	89.00
Rock Harbor Management	129.20	11.20	0.00	0.00	0.00	140.40
ROCKPORT COMPANY	0.00	0.00	0.00	0.00	-31.23	-31.23
ROCKPORT GRANITE	60.00	0.00	0.00	0.00	0.00	60.00
ROCKPORT MARINE, INC.	76.80	15.00	0.00	0.00	0.00	91.80
ROCKPORT POST & BEAM	102.00	0.00	0.00	0.00	0.00	102.00
ROCKPORT PUBLIC WORKS	228.40	0.00	0.00	0.00	0.00	228.40
ROCKPORT STEEL INC	212.00	0.00	0.00	0.00	0.00	212.00
RUBENSTEIN ELECTRIC, INC.	0.00	28.80	0.00	0.00	0.00	28.80
SAD #28 and FIVE TOWN CSD	433.68	71.00	0.24	0.00	0.00	504.92
SAMOSET RESORT	4,707.60	1,699.20	0.00	0.00	0.00	6,406.80
SCOTTYOUNG HOME SOLUTIONS	259.25	164.00	30.00	0.00	0.00	453.25
SEACOAST SECURITY	20.00	20.00	0.00	0.00	0.00	40.00
SEASON'S DOWNEAST DESIGNS	20.00	0.00	0.00	0.00	0.00	20.00
STANCIOFF BUILDING & DESIGN	0.00	1.62	0.00	0.00	0.00	1.62
STRONG YOUNG MEN	14.00	0.00	0.00	0.00	0.00	14.00
SUKEFORTH BUILDERS, INC.	292.00	127.00	0.00	0.00	0.00	419.00

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SUPERIOR RESTORATION	736.00	350.80	397.20	0.00	0.00	1,484.00
TAMARACK BUILDERS	190.00	0.00	0.00	0.00	0.00	190.00
TANGLEWOOD 4-H CAMP	9.60	6.00	0.00	0.00	0.00	15.60
THE KINDLING FACTORY	151.20	321.60	55.00	0.00	0.00	527.80
THE MAINE WATER COMPANY	88.00	94.00	0.00	0.00	0.00	182.00
THOMAS BLAND BUILDER	19.00	18.00	18.00	0.00	0.00	55.00
TOWN OF CAMDEN	0.00	400.00	0.00	0.00	0.00	400.00
TOWN OF ROCKPORT	48.00	11.52	0.00	0.00	0.00	59.52
TREEKEEPERS, LLC	71.00	6.00	0.00	0.00	0.00	77.00
TREEWISE	0.00	0.00	43.20	0.00	0.00	43.20
TRUE BRAGG	0.00	0.41	0.43	0.76	28.00	29.60
UHLL BUILDERS, INC.	0.00	171.00	46.00	0.00	0.00	217.00
VIKING BAG ACCOUNT	1,200.00	0.00	0.00	0.00	0.00	1,200.00
VIKING INC	33.00	5.00	0.00	0.00	0.00	38.00
VILLAGE BUILDERS&REMODELING	56.40	0.00	0.00	0.00	0.00	56.40
VISION BUILDERS	269.20	0.00	0.00	0.00	0.00	269.20
WATERFRONT RESTAURANT	10.00	0.00	0.00	0.00	0.00	10.00
WESTERN AUTO	600.00	0.00	0.00	0.00	0.00	600.00
WHITE BARK PROPERTY	39.60	29.41	0.00	0.00	0.00	69.01
WHITMAN PROPERTIES LLC	0.00	180.00	147.00	0.00	0.00	327.00
WILLIAM BEHRENS	0.00	0.02	0.00	1.00	0.00	1.02
WINDRUSH PROPERTY MGT	0.00	129.60	0.00	0.00	0.00	129.60
WINDWARD HOUSE	62.60	30.00	0.00	0.00	0.00	92.60
WJR CARPENTRY	19.20	1,049.42	1,228.98	64.87	419.94	2,782.41
YOUNG'S CONSTRUCTION INC	164.00	0.00	0.00	0.00	0.00	164.00
TOTAL	54,070.71	84,708.01	34,453.64	6,071.03	1,247.05	180,550.44