

**HOST COMMUNITY AGREEMENT BETWEEN  
TOWN OF NORRIDGEWOCK, MAINE AND WASTE MANAGEMENT  
DISPOSAL SERVICES OF MAINE, INC.**

October 16, 2019

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## AGREEMENT

This Agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of October, 2019, by and between the TOWN OF NORRIDGEWOCK, a Maine municipal corporation (the "Town"), and WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE ("WMDSM"), a Maine corporation.

### Recitals

1. WMDSM owns and operates a solid waste disposal facility, located on property owned by WMDSM in Norridgewock, Maine. The facility is commonly known as the Crossroads Landfill.

2. The facility is currently permitted by the Maine Department of Environmental Protection ("DEP") for the disposal of non-hazardous waste materials. Also on the site are closed solid waste and asbestos landfills.

3. WMDSM desires to expand its disposal operation at the facility to provide for an additional capacity of approximately 7,000,000 to 8,000,000 cubic yards (the "Phase 14 project"). The Phase 14 project includes, construction of a new lined landfill and associated infrastructure such as access roads and leachate, landfill gas, and stormwater management systems. The currently permitted landfill areas and the Phase 14 landfill together shall hereinafter be referred to as the "Facility".

4. WMDSM has agreed to cause Waste Management, Inc. ("WMI"), as set forth herein to be guarantor of the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and assuming all of the required state, federal and local permits are obtained by WMDSM, the Town and WMDSM agree as follows:

## Agreement

### 1. Scope and Effective Date of Agreement.

This Agreement supersedes the January, 2002 Host Community Agreement between the Town and WMDSM. This agreement shall take effect upon execution by a majority of the Town's Board of Selectmen and a duly authorized representative of WMDSM (the "effective date").

### 2. Term of Agreement.

The term of this Agreement (the "term") will commence on the effective date and will continue in effect during the entire period of time the Facility is permitted by DEP, or any successor agency to accept waste materials for disposal. The Town reserves the right to renegotiate this Agreement in the event of any expansion beyond Phase 14.

### 3. Acceptance of Incoming Waste.

3.1. The terms "solid waste", "special waste" and "hazardous waste", as used in this Agreement, will have the meanings set forth in the laws of the State of Maine, which definitions may change from time to time. The term "waste materials" will include both solid waste and special waste, but will exclude regulated hazardous waste.

3.2. WMDSM agrees it will not accept materials classified by the State of Maine or by federal statute, rule or regulation as hazardous or nuclear wastes, which classifications may change from time to time.

3.3 In consideration of the sum of \$1.00 per year paid by the Town to WMDSM, WMDSM agrees to accept at its Facility all solid waste emanating from domestic and normal commercial sources generated in the Town.

3.4. Any resident of the Town who wishes to transport, in personal vehicles, solid waste to the Facility may do so provided they display, in clear view, a window decal issued by the Town, or its agent, for purposes of residential identification. Commercial haulers disposing of

solid waste generated in the Town shall also be allowed the use of the Facility for the above stated annual consideration.

3.5. The Town acknowledges and agrees to WMDSM's acceptance of waste materials regardless of state of origin and quantity, but in accordance with state and federal regulations provided that such waste is not "hazardous waste" or "nuclear waste" as those terms are defined by the State of Maine and federal law, statute and regulation, which definitions may change from time to time.

3.6. Hours of Operation.

Except for mandated loads which WMDSM is required to accept at its facility (such as time-sensitive deliveries that must be accepted after normal business hours), WMDSM will not admit vehicles transporting solid waste to its Facility at Norridgewock, Maine, before 6:30 A.M., and not later than 6:30 P.M., and transporting vehicles shall not be permitted to park outside the Facility awaiting entrance during the off hours. Except for the types of deliveries identified above, WMDSM will not conduct normal operations including the acceptance of solid waste deliveries, at its landfill Facility on the following holidays:

New Year's Day  
Easter  
Memorial Day  
Thanksgiving Day  
Christmas Day

3.7. WMDSM will maintain on file with the Town its current Emergency Action Plan. If said plan requires modification, the Town will be notified in advance writing of the proposed modification and afforded the opportunity to provide input regarding the modification.

3.8. The Facility shall designate and utilize only one entrance at any one time for vehicles transporting waste materials for disposal, except as necessary for the citizen drop-off transfer station.

4. Intentionally left blank.

5. Environmental Monitoring Program.

5.1. WMDSM shall provide to the Town and its designated consultants, reasonable access to the Facility to observe landfill construction, operation, mitigation, closure, or monitoring activities. WMDSM shall provide to the Town copies of documents available to state or federal regulatory agencies as requested by the Town and its consultants. Where practicable, WMDSM will provide information required by this Section 5 to the Town electronically.

5.2. WMDSM shall provide to the Town one copy (two upon request) of each report required to be submitted to the Maine DEP in the Section of the WMDSM Water Quality Monitoring Plan (WQMP) - titled Reporting, simultaneous with the submission to DEP. A copy of that section of the WQMP is provided as Attachment A to this Agreement for reference. The appended section will be replaced only by DEP approved updates, with such updates provided to the Town by WMDSM within 60 days of approval. WMDSM shall concurrently provide one copy to the Town Manager of any notice made to the DEP per that section of the WQMP addressing potential exceedances. Subsequent to such notice, WMDSM will provide to the Town prompt copies of all DEP correspondence pertaining to that notice (such as well resampling, work plans, and evaluations, if required).

5.3. If requested by the Town, WMDSM shall provide to the Town and its consultants splits of any or all samples collected by WMDSM during surface water, groundwater, and leachate monitoring activities. WMDSM and the Town shall mutually agree upon the EPA

certified laboratories and analytical protocols to be used by the Town for analysis of the splits. The laboratories and protocols agreed upon shall be adhered to unless or until WMDSM and the Town agree to changes in writing.

5.4. WMDSM has previously paid \$160,000.00 to the Town and the Town has maintained such amounts in a fund that is controlled by the Town (the “Technical Assistance Fund”). To date, the Town has not used any of the funds in the Technical Assistance Fund. The Town agrees to use the Technical Assistance Fund solely for direct technical support necessary for the conduct of municipal planning and decisionmaking consistent with the purposes set forth in 38 M.R.S. § 1310-N(9)(B)(3) and 06-096 CMR Section 400.7.A.(2)(c) and (3). If the entirety of the Technical Assistance Fund has been spent consistent with 38 M.R.S. § 1310-N(9)(B)(3) and 06-096 CMR Section 400.7.A.(2)(c) and (3), upon written request from the Town, WMDSM will provide the Town with an additional \$100,000.00 to replenish the Technical Assistance Fund, and thereafter will replenish the Technical Assistant Fund with \$100,000.00 each time the Technical Assistance Fund is fully depleted, until such time as Phase 14 waste disposal operations cease. If there are funds remaining in the account upon final closure of Phase 14 the Town may transfer the balance to its general fund.

6. Compliance with Applicable Laws.

WMDSM agrees to conduct all Facility operations in compliance with all permits and applicable federal, state, county and municipal laws and regulations. The performance of this Paragraph may be suspended by WMDSM in the event that the disposal of waste materials is prevented by a cause or causes beyond the reasonable control of WMDSM. Such causes will include, but not be limited to acts of God, fire, explosion, accident or flood. If WMDSM is unable



to perform under this Agreement due to such cause, WMDSM shall notify the Town as soon as practicable.

WMDSM agrees to provide the Town, within thirty (30) days of receipt, with copies of any and all Notices of Violation, warning letters, inspection reports or other documents alleging a violation of any permits or applicable federal, state, county and municipal laws and regulations received by WMDSM regarding the Facility from any court or federal, state or local environmental agency.

7. Real and Personal Property Taxes.

WMDSM agrees to pay its real and personal property taxes to the Town and agrees not to seek any exemption under State law from the requirement that it do so. Nothing in this provision is intended to preclude WMDSM from seeking an exemption under State law from the requirement that it pay State sales and/or use tax on any material or equipment associated with construction or operations at the Facility.

8. Host Community Fees.

8.1 Except as set forth in Section 8.3 below, WMDSM will pay to the Town as an Annual Host Fee the following sums for each ton of waste brought in to and landfilled at the Facility.

<b>Period</b>	<b>Per Ton Rate</b>
For the period commencing upon the effective date and continuing until December 31, 2019	\$1.70 (“Current Rate”)
For the period commencing January 1, 2020 and continuing until issuance of final non-appealable federal, State and local approvals for the Phase 14 project	\$2.50 (“Interim Rate”)
For the period commencing upon issuance of final non-appealable federal, State and local approvals for the Phase 14 project and continuing until commencement of Phase 14 waste disposal	\$3.25 (“Phase 14 Approval Rate”)
For the period commencing upon commencement of Phase 14 waste disposal and continuing throughout the remaining life of the Phase 14 project	\$3.80 (“Phase 14 Operation Rate”)

Each of the Interim, Phase 14 Approval, and Phase 14 Operation rates above, as well as the ADC Rate specified in Section 8.5 below, shall increase annually by 3% as an agreed upon consumer price index adjustment (“CPI adjustment”), except that once the per ton rate reaches \$5.00, the CPI adjustment will be reduced to 1% annually.

For purposes of this Agreement, final, non-appealable federal, State and local approvals for the Phase 14 project means that all approvals required by the U.S. Army Corps of Engineers, the Maine Department of Environmental Protection, and the Town of Norridgewock for construction and operation of the Phase 14 project (collectively “regulatory approvals”) have been issued and are final and (i) the applicable deadline for bringing an administrative or judicial appeal of any such regulatory approval has run and no administrative or judicial appeal has been filed, or (ii) if an appeal has been filed, the appeal has been satisfactorily resolved allowing the Phase 14 project to proceed and the regulatory approval is not subject to further appeal.

8.2 Payment shall be made to the Town on or before the 25th day of each month following the last calendar day of the preceding month. Payment of the Annual Host Fee shall be based upon the Monthly Tickets Summary Report prepared for and filed with the Maine Department of Environmental Protection, which shall be provided to the Town. The Town may use the Annual Host Fee for any purpose, including, but not limited to the following: (a) improvement, maintenance and repair of local roads directly affected by traffic to and from the Facility and of other infrastructural elements directly affected by the Facility; (b) development and maintenance of adequate local emergency response capacity to accommodate the Facility; (c) financial support for personnel or other means to provide technical assistance to the municipality in interpreting data and to advise the municipality on other technical issues concerning the Facility; and (d) other issues determined on a case-specific basis by the Town. WMDSM's obligation to pay the Annual Host Fee to the Town shall terminate if WMDSM is subsequently required by any ordinance adopted by the Town to establish a Trust Fund for accidental occurrences with monies to be provided by WMDSM.

8.3 WMDSM shall not be required to pay an Annual Host Fee on waste emanating from the Town and accepted at the Facility pursuant to Sections 3.3 and 3.4 of this Agreement.

8.4 If the Annual Host Fee is less than \$75,000 (the guaranteed minimum), WMDSM shall pay the difference to the Town on or before the 25th day of the eighth month following the close of such twelve month period. WMDSM shall not be required, however, to pay the guaranteed minimum if it is prevented by any federal, state or local regulatory body or federal or state court or Acts of God from accepting and/or disposing of waste at the Facility.

8.5 Commencing January 1, 2020, materials approved by the State of Maine as Alternative Daily Cover and used as such are subject to a Host Community Fee of 50 cents per ton (the "ADC Rate").

9. Property Value Guarantees.

Within three months of the date of receipt of all final, non-appealable federal, State and local regulatory approvals for Phase 14 of the Facility, upon request, WMDSM will offer to enter into property value guarantee agreements ("Property Value Guarantees"), a copy of which is attached as Attachment B, with the owners of real property which abuts the Facility and which contain single family residences occupied by the persons who own such property on the Effective Date. WMDSM will enter into a Property Value Guarantee with any such property owner who chooses to do so.

10. Intentionally left blank.

11. Intentionally left blank.

12. Waste Transporters.

12.1. Upon execution of this Agreement, WMDSM will require all waste transporters using the Facility to comply with WMDSM's Transporter Rules and Requirements. These requirements shall address, at a minimum, routing, scheduling, load securing, reasonable community concerns (e.g., odor, speed limits, etc.) and non-compliance. A copy of the current Transporter Rules and Requirements is attached as Attachment C.

13. Attorney's Fees.

13.1. Within 60 days of execution of this Agreement, WMDSM agrees to reimburse the Town its reasonable attorney's fees, in an amount not to exceed \$10,000, incurred in negotiating this Agreement.

14. Intentionally left blank.

15. Indemnity, Release and Duty to Defend.

15.1. WMDSM agrees to defend, indemnify and save harmless the Town from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits,

and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any and all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily or personal injuries (including death) to any person, damage (including loss of use) to any property (public or private), arising out of breach of any of the terms hereof by WMDSM, or the willful misconduct or negligent act or omission of WMDSM, its employees or subcontractors in the performance of this Agreement whether occasioned by environmental pollution or other cause arising from the general operation of the Facility. The foregoing notwithstanding, WMDSM shall not indemnify the Town from any such liabilities or costs arising from the negligence or willful misconduct of the Town, its employees, officers, agents or third parties not under contract to or control of WMDSM.

15.2. In the event WMDSM fails to maintain its insurance coverages set forth in this Agreement, ceases to exist, declares either voluntary or involuntary bankruptcy or insolvency, merges or consolidates those events, WMDSM, its successors and assignees will agree to defend, indemnify and save harmless the Town from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which any or all of them may hereinafter suffer, incur be responsible for or pay out as a result of bodily or personal injuries (including death) to any person, damage (including loss of use) to any property (public or private), including clean up and related costs directly or indirectly caused by or arising out of breach of any of the terms hereof by WMDSM, or the willful misconduct or negligent act or omission of WMDSM, its employees or subcontractors in the performance of this Agreement whether occasioned by environmental pollution or other cause arising from the general operation of the Facility.

15.3. The obligations and indemnification provided in this Agreement shall be guaranteed by WMI as provided in Attachment D.

15.4. Whenever the Town receives notice of any claim or action that the Town believes is covered by the indemnification provisions of this Agreement, the Town shall, within 10 working days after receiving such notice, present WMDSM with written notice of the action or claim and shall make a demand of WMDSM to cover the costs of defending such claim or action pursuant to the provisions of this Agreement.

15.5. No action or inaction of the Town shall be deemed a waiver of the indemnity provisions of this Agreement.

15.6. The indemnification provisions of this section specifically survive termination of this Agreement.

16. Insurance.

16.1. WMDSM shall provide the Town annually with evidence of insurance, issued by a carrier qualified to do business in the State of Maine, in the amounts and coverage set forth below or such other amounts as the parties may agree from time to time:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$10,000,000
Personal Bodily Injury Liability Combined Single Limit	\$10,000,000

Automobile Bodily Injury Combined Single Limit	\$10,000,000
Automobile Property Damage Combined Single Limit	\$10,000,000
Excess Umbrella Liability each occurrence	\$2,000,000
Pollution Legal Liability Annual Aggregate	\$12,000,000

The Town agrees that the underlying limits of liability may be less than the above minimum amounts if made up for by excess umbrella liability coverage. Such certificates of coverage shall stipulate that the insurance will not be cancelled without 30 days' prior written notice to the Town except for nonpayment of premiums, in which case it will be 10 days' prior written notice..

16.3. WMDSM shall direct its insurance carriers to name the Town as an additional insured where appropriate in the context of the coverage, including all endorsements and extensions in effect on January 1<sup>st</sup> of each year, but not less than the limits in effect on January 1, 1993.

17. Default.

In the event of any default under or breach of any of the terms of this Agreement, WMDSM shall have thirty (30) days from the date of written notice of such default by the Town to effect a cure of the default. The time provided to cure under this section may be extended upon agreement by the parties. In the event of a failure to cure the breach or default within the time frame provided, the Town may demand and shall be entitled to receive from WMDSM, liquidated damages in the amount of \$50.00 per day for each additional day that WMDSM fails to cure the default. The parties agree that the Town's actual damages as a result of WMDSM's default are difficult to predict and that the amount set forth herein as liquidated damages is a reasonable

amount in light of all the circumstances surrounding this Agreement. WMDSM agrees to pay any liquidated damages under this Section 17 within 30 days of receipt of the notice of breach or default, except to the extent there is a dispute over whether a breach or default has occurred, in which case WMDSM agrees to pay any liquidated damages within 30 days of a final judicial determination that a breach or default has occurred. If a breach or default is not remedied in the time specified herein, the Town may seek the following remedy, including all reasonable costs and reasonable attorney's fees to seek such remedy: judicial remedies of specific performance or actual damages for personal injury, property damage, harm to the environment or any other actual damages suffered by the Town as a result of the act or failure of WMDSM in performing its obligations under this Agreement.

18. Assignment/Transfer of Permit.

This Agreement may not be assigned by WMDSM, and the Facility's permit may not be transferred, the Facility sold, or the operation of the Facility transferred to any person not a party to this Agreement unless WMDSM obtains a written agreement from such person to be bound by the terms of this Agreement.

19. Specific Performance.

The parties agree that any breach of the provisions of this Agreement cannot be remedied by damages and that any party shall have the right to seek specific performance to enforce compliance with the material provisions of this Agreement. Such remedy, however, shall not be exclusive, but shall be in addition to any other remedy which such party may have.

20. Consequential and Incidental Damages.

In no event under this Agreement shall either party be liable to the other for consequential or incidental damages arising from the breach or alleged breach of the Agreement, except to the



extent such damages may be part of a third-party claim that is covered under the indemnification provisions of Section 15 of this Agreement.

21. Miscellaneous.

21.1. Each of the parties agrees to execute and deliver to the other party any and all documents or instruments that may be necessary or appropriate to effectuate the provisions of this Agreement.

21.2. This Agreement and the performance hereof will be construed and interpreted in accordance with the laws of the State of Maine, without regard to the conflicts of laws rules of the State of Maine or any other state.

21.3. This Agreement constitutes the entire Agreement between the parties in connection with the subject matter hereof. This Agreement may not be modified orally or by any ordinance, rule or regulation of the Town, and no modification will be effective unless in writing and signed by the parties to be bound, making specific reference to the changes made to this Agreement. A facsimile signature of either party shall have the same binding legal effect as an original signature.

21.4. Each of the parties agrees that this Agreement is legal and binding upon them and that the Agreement inures to the benefit of both parties, and their respective successors and assigns.

21.5. All required notices and other communications permitted or required will be made in writing, and will be deemed to have been given if delivered or mailed by certified mail or by a nationally recognized overnight mail service, or via facsimile, to the parties, at the following addresses:

To the Town: Chairman, Board of Selectmen  
Town of Norridgewock  
P.O. Box 7  
Norridgewock, Maine 04957

To WMDSM: Site Manager  
Waste Management Disposal Services of Maine, Inc.  
Crossroads Facility  
P.O. Box 629, Route 2  
Norridgewock, Maine 04957

21.6. Each party represents to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so.

21.7. This Agreement is for the exclusive benefit of the parties and will not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.

21.8. This Agreement may be executed in counterparts, each such counterpart will constitute an original and all such counterparts will constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16<sup>th</sup> day of October, 2019.

WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.

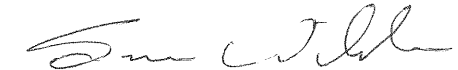
By: 

Its: PRESIDENT

TOWN OF NORRIDGEWOCK BOARD OF SELECTMEN

  
Ronald Frederick, Chair

  
Joshua Chartrand

  
Sara Wilder

  
James Lyman, Vice Chair

  
Matthew Everett

# ATTACHMENT A

MONITORING PLAN

# WATER QUALITY MONITORING PLAN – REVISION 6.3

Crossroads Landfill  
Norridgewock, Maine

**Submitted To:** Maine Department of Environmental Protection  
Bureau of Remediation and Waste Management  
17 State House Station  
Augusta, Maine 04333 USA

**Submitted By:** Waste Management Disposal Services of Maine, Inc.  
Crossroads Landfill  
P.O. Box 629  
357 Mercer Road  
Norridgewock, Maine 04957 USA

**Prepared By:** Golder Associates Inc.  
670 North Commercial Street, Suite 103  
Manchester, New Hampshire 03101 USA

**Distribution:**

2 Copies – Maine DEP  
2 Copy – WMDSM  
1 Copy – Town of Norridgewock  
1 Copy – Golder Associates

**March 2018**

**Project No.: 983-6836**

**A world of  
capabilities  
delivered locally**



## 9.0 REPORTING

WMDSM will submit the EDD and corresponding laboratory reports for each tri-annual sampling event to Maine DEP within 30 days of receipt of the complete laboratory EDD in accordance with MSWR Chapter 405.3.C. After the first tri-annual sampling event (April/May) WMDSM will submit an annual report summarizing all data collected since the previous annual report was submitted in accordance with MSWR Chapter 405.3 C. The report will be titled the "Annual Sampling Report".

WMDSM also submits an Annual Water Quality Monitoring Summary every April for the previous calendar year. This summary is a required component of WMDSM's Facility-Wide Operational Annual Report (Chapter 401(4)(D)). Section 9.2 describes the information included in the Annual Water Quality Monitoring Summary.

### 9.1 Annual Sampling Report

As presented above, WMDSM will prepare an annual sampling report each year for submission to the Maine DEP. The items outlined below will be included in each report.

- Cover letter identifying any VOC detections and any inorganic detections exceeding applicable standards
- Introduction
- Overview of sampling locations including:
  - Groundwater
  - Surface Water
  - Leachate Collection and Leak Detection
  - Wick Drains
- Overview of sampling collection protocols
- Field inspection results for monitoring wells and surface water sampling locations
- Analytical results of QA/QC samples including trip blanks and field duplicates
- A summary of office QA/QC activities including review of the following:
  - Chain-of-custody forms for completeness
  - Sample cooler temperatures for laboratory receipt of coolers at  $\leq 6^{\circ}\text{C}$
  - Sample holding times for analysis within holding times
  - Laboratory narratives for identification of analytical issues and potential bias in results
  - Data validation completed according to the MEDEP Basic Data Review Checklist
- Tabulation of relative percent differences (RPD) for duplicate samples and identification of RPDs greater than 10%
- Identification of all parameters detected in trip blanks
- Evaluation of analytical results for the following media:
  - Groundwater – include tabulation and/or discussion of:

- Turbidity versus TSS
- TDS versus specific conductivity (SC) ratios and identification of ratios outside the 0.55 to 0.75 range
- Major ion (cation/anion) electrical balance. Balances between 10-20% will be noted. Balances exceeding 20% will be reviewed and discussed.
- All detections of VOCs, and comparison to the USEPA Maximum Contaminant Level (MCL) and secondary standards and Maine's Maximum Exposure Guideline (MEG) values (see Appendix F).
- Inorganic compounds that exceed the USEPA MCL, Secondary MCLs, and/or Maine's MEG values.
- Historical groundwater data
- Analytical results outside of historical ranges (i.e., new maximum and minimum detections) for locations with five or more samples
- Trace metal detections
- A statistical analyses of groundwater quality results in accordance with the Maine DEP-approved statistical analysis program presented in Appendix G. The statistical analysis program includes an interwell statistical analysis of groundwater quality data surrounding Phases 11 and 12 and a site-wide intrawell trend analysis.
- An evaluation of the results from the statistical analysis. This will include a discussion of any potential change in groundwater quality including increasing or decreasing trends identified in the intrawell analysis and downgradient results above the background values identified in the interwell groundwater analysis of Phases 11 and 12.
- An overview of additional sampling locations including the following water supply wells:
  - The "New Office" and "Garage" wells are water supply wells on the Crossroads property. Maine DEP does not require monitoring of these locations; however, samples may be collected and analyzed from these wells annually at WMDSM's discretion.
  - The "Totman" well located upgradient of the Crossroads property and is considered a water supply well, but is not used as a drinking water supply well. The Maine DEP does not require monitoring of the "Totman" well, but samples may be collected and analyzed from this well annually at WMDSM's discretion.
- Micro-purging performance data as described in Appendix D
- Surface Water – include tabulation and/or discussion of:
  - All detections of VOCs, and comparison to Surface Water Quality Criteria (SWQC) (see Appendix F).
  - Inorganic compounds that exceed SWQC
  - Historical surface water data
  - Analytical results outside of historical ranges (i.e., new maximum and minimum detections) for surface water locations with five or more samples
  - Trace metal detections

- Surface water flow rates
- Time-series trend plots for a subset of indicator parameters including: Na, Ca, COD, and TOC. A visual trend analysis of these indicator parameters will be conducted.
- Leachate Collection and Leak Detection – include tabulation and/or discussion of:
  - Leachate collection and leak detection flow rates
  - Leachate collection and leak detection historical data
- Wick Drains – include tabulation and/or discussion of:
  - All detections of VOCs, and comparison to USEPA MCL and secondary MCL standards and Maine's MEG values (see Appendix F)
  - Inorganic compounds that exceed USEPA MCL, secondary MCLs, and Maine's MEG values
  - Historical wick drain data
- Landfill gas migration monitoring including data from landfill gas permanent monitoring probes and manhole monitoring locations (including percent methane, ambient temperature, and barometric pressure).
- Summary of the findings and conclusions of the tri-annual event

The annual report will also include the following figures:

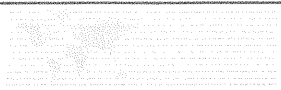
- Site location
- Groundwater, surface water, and water supply well sampling locations
- Wick drain, leachate collection, and leak detection sampling locations
- Groundwater potentiometric surface contours for phreatic, till, and bedrock

Hard copies of the laboratory analytical reports will not be included in the annual sampling reports, but will be sent electronically with the EDD.

## 9.2 Annual Water Quality Monitoring Summary

In accordance with Chapter 401(4)(D), WMDSM will submit an Annual Water Quality Monitoring Summary in April for the previous calendar year as part of WMDSM's Facility-Wide Operational Annual Report. The Annual Water Quality Monitoring Summary will present a discussion of data collected during the prior year, including:

- Identification of exceedances of MCLs, Secondary MCLs, and MEGs in groundwater
- Identification of exceedances of SWQCs in surface water
- A summary of quantity and quality of leachate collected throughout the year
- A summary of quantity and quality of liquid collected in the leak detection systems throughout the year
- A summary of landfill gas migration monitoring results
- A summary of condition of the monitoring wells



- A summary of proposed changes to the WQMP

The Annual Water Quality Monitoring Summary will also include:

- Graphs showing the quantity of leachate in the leachate collection system and the quantity of liquid collected in the leak detection system at each phase of the landfill in the prior year.
- Time-series trend plots showing the quality of leachate collected over the available history of the phase. Time-series trend plots will include the following parameters:
  - Magnesium (Mg)
  - Potassium (K)
  - Sodium (Na)
  - Calcium (Ca)
  - Chloride (Cl)
  - Alkalinity
- A summary of the statistical analyses from the annual report, as requested by the Maine DEP.



## **ATTACHMENT B**

ATTACHMENT B

PROPERTY VALUE ASSURANCE AGREEMENT

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between Waste Management Disposal Services of Maine, Inc., a corporation having its local offices at \_\_\_\_\_ (hereinafter referred to as "WMDSM") and \_\_\_\_\_, owner(s) of \_\_\_\_\_ acres of residential property listed at \_\_\_\_\_, being known as Tax Map Parcel No. \_\_\_\_\_, and/or Tax Account No. \_\_\_\_\_ (hereinafter referred to as "Owner(s)").

WHEREAS, WMDSM has proposed to construct and operate an expansion of the existing Crossroads Landfill ("the Landfill Expansion") in the Town of Norridgewock, Somerset County, Maine. The Landfill Expansion will provide several elements critical to an integrated solid waste management system, including a drop-off area for source-separated materials, a wood chipping/grinding operation for beneficial reuse of wood waste and a secure, lined landfill unit for disposal of solid wastes. The Landfill Expansion will include numerous state-of-the-art containment and engineering features and WMDSM believes that such a use will not have a negative effect on any property values; and

WHEREAS, some individuals have expressed concerns about the impact of the Landfill Expansion and WMDSM is offering this Agreement as further assurance that the value of real estate will not be negatively impacted by the existence of the Landfill Expansion.

NOW, THEREFORE, it is agreed between WMDSM and the Owner(s) as follows:

1. Definitions

Appraiser shall mean an appraiser selected jointly by WMDSM and Owner(s) pursuant to Section 6 of this Agreement who shall have at least five (5) years experience appraising residential property in Maine, who is certified by the State of Maine and who is a member of at least one national appraisal association.

Appraised Value shall mean the value of the Property, certified in writing to WMDSM by the Appraiser. The appraisal containing the Appraised Value shall have been done no more than 180 days prior to the date of the Sale of the Property. The appraisal shall disregard any impact on property value resulting from the existence or operation of the Landfill Expansion.

Date of Operation shall mean the day when the Landfill Expansion receives its initial load of solid waste for disposal.

Landfill Expansion shall mean the proposed solid waste landfill expansion described in the preamble of this Agreement, to be located \_\_\_\_\_  
\_\_\_\_\_. The Landfill Expansion is bordered on the north by \_\_\_\_\_, on the east by \_\_\_\_\_, on the west by \_\_\_\_\_, and on the South by \_\_\_\_\_.

WMDSM shall mean Waste Management Disposal Services of Maine, Inc., a Maine corporation.

OPERATION shall mean the receipt of solid waste for disposal.

Owner(s) shall mean the person(s) described in the preamble of this Agreement and who owns fee simple absolute title of the Property described in Appendix A hereto at the time of the Sale of the Property.

Property shall mean the residential real estate located in Norridgewock, Maine, owned in fee by the Owner(s) and which is identified on Appendix A. The Property shall consist of the principal residence of the Owner and contiguous land on which Owner's principal residence is located provided that said real estate is not subdivided and sold as separate lots. This Agreement shall not apply to portions of said Property that are subdivided.

Selling Price shall mean the gross price received by the Owner(s) for the Sale of the Property from an independent, and unaffiliated Buyer who is acting on an arm's length basis and who is not under any obligation to buy the Property.

Sale shall be the final closing of the Sale of the Property and giving of a deed by the Owner(s) in exchange of receipt of the Selling Price.

Term shall mean the term of this Agreement specified in Section 8 below.

2. Representations and Warranties of Owner

The Owner(s) hereby represents and warrants to WMDSM that (i) the Owner(s) is a full time resident (at least eight (8) months per year) of Norridgewock, Maine; (ii) the Owner(s)

lives in the Property as his/her principal residence; (iii) the Property abuts the Landfill Expansion property; and (iv) that the Owner(s) has owned the Property in fee simple before May 14, 1996.

3. Release

Owner(s) hereby release WMDSM and its predecessors, successors, subsidiaries and parent corporations from any and all liabilities, claims for damages and causes of action related to the value of their Property which Owner(s) directly or indirectly may now have, or which they had at any time prior to the date hereof, which are caused by or in any way related to the development, construction, permitting and lawful operation of the Landfill Expansion.

4. Payment to Owner of Property

WMDSM hereby agrees that, subject to the fulfillment of the conditions and limitations specified in Section 5 below, if during the Term of this Agreement the Selling Price received by the Owner(s) is less than the Appraised Value, WMDSM shall pay the Owner(s) the difference between the Selling Price and the Appraised Value.

5. Conditions of Payment

The obligation of WMDSM to make the payment specified in Section 4, above, shall be contingent on the fulfillment of all of the following conditions:

- A. The Landfill Expansion has received all the permits, licenses and authorizations required for construction and operation of the Landfill Expansion under applicable local, State and Federal laws and regulations, and said permits, licenses and authorizations are final and not subject to any appeals.
- B. The Landfill Expansion has commenced Operation.
- C. The Property is sold by the Owner(s) within the earlier of eight (8) years of the Landfill Expansion commencing Operation or the date that WMDSM ceases disposal operations on the Landfill Expansion property.

D. The Owner(s) of the Property owns the Property at the time of the sale of the Property, and sells the Property to a buyer who is independent of the Owner(s) meaning that Buyer and Owner(s) are not related in any way (i.e., blood, marriage, etc.), there is no business affiliation between Buyer and Owner(s), and Buyer and Owner(s) have not made any special financial sharing arrangement or adjustment to the Selling Price due to the existence of this Agreement.

E. Owner(s) shall give WMDSM notice of a real estate broker with whom they wish to list the Property before executing any Listing Agreement and shall obtain WMDSM's approval of said broker. Approval by WMDSM shall not be unreasonably withheld. If WMDSM objects to said broker, it shall so state its objections in writing to Owner(s) within seven (7) days of receipt of written notice from Owner(s) of the identity of the broker. In addition to stating its objections, WMDSM shall also include a list of at least three (3) approvable brokers for the Owner(s) to choose from. Owner(s) shall not sign the listing contract until after said seven (7) days have elapsed and shall not sign the listing contract if they have received the written objection within said time until the said objection is resolved to the satisfaction of both parties such as by the selection of a mutually acceptable broker, or the Owner(s) select one of the brokers offered by WMDSM.

F. The Property must have been on the market and available and offered for sale for at least 180 days, at a price at least equal to the Appraised Value (the "asking price") by a real estate broker approved by WMDSM pursuant to Section 6(E) above, who is licensed to sell real estate in Maine and who is regularly employed on a full time basis selling residential real estate in the Somerset County, Maine area, not related in any way to Owner(s), who is a member of the Multiple Listing Exchange of the local Board

of Realtors, and who shall have listed the property with all appropriate Multiple Listing Service (MLS) offices. The Owner(s) and his/her broker must make a reasonable number of advertisements and showings of the Property typical for residential Property in the Norridgewock area, which shall be demonstrated by the Owner(s) to WMDSM. Both WMDSM and Owner(s) shall act in good faith concerning any attempts to obtain fair market value for the Property.

G. Said Listing Agreement shall specifically provide that the broker shall list the Property with the Multiple Listing Exchange. Owner(s) shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the Listing Agreement and shall, in good faith, make all reasonable efforts necessary to conclude a sale pursuant to its terms.

H. The Property has received normal maintenance typical for a residence in Norridgewock, Maine and has not been destroyed, substantially damaged or subject to abuse.

I. The Owner must accept the highest Selling Price offered for the Property.

J. Owner(s) agree to provide WMDSM, by Certified Mail, Return Receipt Requested, at the address described in Section 6 of this Agreement, a copy of every offer to purchase which they receive for the Property which is less than the appraised value, and not to accept any of the same until WMDSM has given its approval in writing. WMDSM agrees to respond in writing within 48 hours of receipt of written notice of said offer from Owner(s). If WMDSM approves an offer to purchase at a price below the appraised value, WMDSM agrees to pay at closing to Owner(s) the difference between the appraised value and the actual selling price, subject to the conditions and limitations

herein, in accordance with Section 4 above. WMDSM agrees that it will not unreasonably withhold its approval of any offer received by the Owner.

K. WMDSM may also require that the price set forth in any offer to purchase which is less than the appraised value be countered, and in the event the prospective buyer accepts any such counteroffer, WMDSM agrees to pay at closing to Owner(s) the difference between the appraised value and the amount of the accepted counteroffer, subject to the conditions and limitations herein.

L. WMDSM shall also have the option, at any time after the appraised value is established, to purchase the Property for said appraised value. Said option may be exercised by WMDSM at any time before WMDSM approves an offer pursuant to Section 5 hereof, by giving Owner(s) written notice of WMDSM's intention to exercise its option.

M. Within fifteen (15) days after giving Owner(s) written notice of WMDSM's intention to exercise its purchase option, WMDSM shall obtain a commitment for the issuance of an ALTA Owner's Title Insurance Policy Form B-1970 (amended 10/17/70) in the amount of the purchase price as provided above, to be issued by a title insurance company selected by WMDSM, showing title to the Property to be free and clear of all liens, encumbrances, and easements except municipal ordinances, easements of roads, and privileges or rights of public service companies, if any; otherwise title to the Property must be good and marketable and such as will be insured by WMDSM's title company at regular rates. After receipt of such commitment, WMDSM shall have thirty (30) days to notify Owner(s) of any defects in title not conforming to the above stated requirement. Any such defect shall be cured at the expense of Owner(s). If

any defect cannot be cured and WMDSM is not willing to waive the same, then WMDSM shall have no obligation to purchase the property.

N. In the event Owner(s) are able to convey marketable and insurable title as above stated, Closing shall occur within sixty (60) days after written notice is given by WMDSM pursuant to Section 5(K) above (unless otherwise mutually agreed upon); otherwise, Closing shall occur within sixty (60) days after Owner(s) cure any defects in the title. Owner(s) shall convey the Property to WMDSM by good and sufficient special warranty deed. Owner(s) shall warrant and represent that they have neither notice nor knowledge of any planned public improvements which may result in special assessments or special charges against the Property.

O. This Agreement shall have been executed by the Owner and acknowledged by a Notary Public and returned to WMDSM no later than sixty (60) days after Owner(s) receive written notice from WMDSM that the Maine Department of Environmental Protection (MDEP) has notified WMDSM that its Application for a Solid Waste Disposal Facility is approved.

6. Notice of Proposed Sale by Owner

If during the Term of this Agreement an Owner desires to sell his/her Property, the Owner shall give written notice to WMDSM by Certified Mail, Return Receipt Requested. The Notice shall be sent to: Division President, Waste Management Disposal Services of Maine, P.O. Box 629, Nonridgewock, Maine with a copy to: Vice President and General Counsel, 420 Lincoln Highway, Fairless Hills, Pennsylvania 19030.

Owner(s) shall hire a state certified Appraiser approvable by WMDSM who shall appraise the Property and determine its Appraised Value. The Appraisal shall be done no more than 180 days prior to the date of sale of the Property. WMDSM shall pay the Appraiser's fee



and deduct the amount of said fee from any payment made pursuant to Section 4 of this Agreement.

If WMDSM does not approve the Appraiser selected by Owner(s), WMDSM may retain a state certified appraiser at its own expense, who shall appraise the Property and determine its Appraised Value. If Owner(s) do not accept WMDSM's Appraised Value, they may instruct the two previously selected Appraisers to choose a third state certified Appraiser to appraise the Property. The Appraised Value shall then be the arithmetic average of the three appraised values. The appraisal fee for the third Appraiser shall be paid by the Owners. WMDSM agrees that its approval of the appraiser shall not be unreasonably withheld.

7. Payment by WMDSM to Owner

If a payment is required by WMDSM to Owner(s) pursuant to the terms of Section 4 above, Owner(s) shall give written notice to WMDSM to the address specified in Section 6 hereof. WMDSM shall make the Payment required by Section 4 thirty (30) days after receipt of said notice from Owner(s).

8. Term

The term of this Agreement shall be from the date hereof until the earlier of eight (8) years after the Landfill Expansion's Date of Operation or the date that WMDSM ceases disposal operations on the Landfill Expansion property.

9. Termination of WMDSM's Obligations

This Agreement shall terminate and WMDSM shall have no obligation to make any payment to Owner(s) and shall have no option to purchase Property of Owner(s) upon the occurrence of either one of the following events:

- a. Expiration of the Term of this Agreement pursuant to Section 8 above; or

b. The sale, transfer, devise, abandonment, surrender, or relinquishment of title by the Owner(s) to the Property which is the subject of this Agreement; or

c. The sale, transfer, devise, abandonment, surrender or relinquishment of title in any way by WMDSM of its property rights associated with the Landfill Expansion property adjoining the Property of Owner(s) or WMDSM's assets supporting the operation of the Landfill Expansion.

10. Cooperation

WMDSM and Owner(s) agree to cooperate to the extent necessary to carry out the terms and conditions of this Agreement, to include, but not limited to, any efforts by WMDSM to record a short form memorandum of this Agreement for the purpose of recording its option to purchase, pursuant to Section 5(M) above.

11. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Owner(s). The Agreement is personal and does not run with the land; however, said Agreement shall inure to the benefit of Owner(s) and their personal representative, trustees, guardians, custodians or heirs; provided, however, WMDSM's obligations under the Agreement shall nevertheless terminate as set forth in Section 9 hereof.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their hand and seal.

Waste Management Disposal  
Services of Maine, Inc.

Owner

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Maine

County of \_\_\_\_\_

Before me appeared \_\_\_\_\_  
known to me as of \_\_\_\_\_  
and executed the above Agreement as  
free act and deed this \_\_\_\_ day of 1997.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Maine

County of \_\_\_\_\_

Before me appeared \_\_\_\_\_  
known to me as of \_\_\_\_\_  
and executed the above Agreement as  
free act and deed this \_\_\_\_ day of 1997.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# ATTACHMENT C

WMDSM-Crossroads  
Norridgewock, Maine

Transporter Rules and Regulations

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

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

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

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

Jeff McGown  
Sr. District Manager  
WMDSM-Crossroads

#### WMDSM-Crossroads compliance:

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

#### Scheduling:

- All trucks will be scheduled for arrival on site during operating hours.
- No trucks can arrive and park at the facility before operating hours commence.
- Trucks carrying wastes will be scheduled for arrival during the hours of 7:15 a.m. and 4:30 p.m. (unless prior approval is given).

#### Designated Route:

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

#### Community Requirements:

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

#### Non-Compliance:

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

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

THE TRANSPORTER AGREES AND CERTIFIES THAT:

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

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Signature of Contractor/Authorized Agent

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Date

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Company Name

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Company Address

# **ATTACHMENT D**



## ATTACHMENT D

### WASTE MANAGEMENT GUARANTEE

Name of Underlying Contract:	Host Community Agreement between Town of Norridgewock, Maine and Waste Management Disposal Services of Maine, Inc.
Date of Underlying Contract:	Dated as of October 16, 2019
Beneficiary:	Town of Norridgewock, Maine
Address:	P.O. Box 7 Norridgewock, Maine 04957
Waste Management Contracting Company:	Waste Management Disposal Services of Maine, Inc.
Maximum Guarantee Obligation:	\$500,000
Date of Guarantee:	
Expiration Date of Guarantee:	Date of termination of the above contract

#### TO THE BENEFICIARY IDENTIFIED ABOVE:

With respect to that certain underlying contract identified above (hereinafter the "Agreement") dated as of the above specified date by and between the Waste Management Contracting Company identified above (the "Contractor") and the beneficiary identified above (the "Beneficiary"), and subject to the terms of this letter agreement (the "Guarantee"), Waste Management, Inc, a Delaware corporation (hereinafter "Waste Management"), hereby irrevocably and unconditionally guarantees to the Beneficiary the due and punctual payment of all amounts payable by the Contractor to the Beneficiary under the Agreement when the same shall become due and payable in accordance with the terms of the Agreement, provided, however, that Waste Management's maximum aggregate obligation under this Guarantee (other than interest and enforcement costs payable as provided herein) shall be the Maximum Guarantee Obligation specified above, and provided further, that in no event shall any amount be or become due hereunder for any matter as to which demand for payment hereunder as provided herein is not made prior to the close of business on the expiration date specified above. Upon failure of the Contractor punctually to pay any such amounts, and upon written demand by the Beneficiary to Waste Management at its address set forth below (or to such other address or person as Waste Management may specify in writing), Waste Management agrees to pay or cause to be paid such amounts. Waste Management shall pay interest on all amounts owed hereunder which are not paid when due at a rate equal to the Prime Rate announced from time to time by Bank of America, Chicago, Illinois, which rate shall change as such Prime Rate changes.

Notwithstanding the foregoing, Waste Management's obligations hereunder as to any claim suit, proceeding, event or other matter in respect of which the Beneficiary at any time shall be seeking payment hereunder (referred to herein as "Guarantee Events") shall be subject to the preconditions that (i) the Beneficiary shall have given written notice of such Guarantee Event to the Contractor promptly after learning thereof, (ii) in the case of any failure by the Contractor to perform any obligation under the Agreement, shall have afforded Waste Management a reasonable opportunity to cure such failure, and (iii) there shall not have occurred and be continuing any material breach by the Beneficiary of its obligations under the Agreement. In any action brought against Waste Management to enforce, or for damages for breach of, its obligations hereunder, Waste Management shall be entitled to all defenses, if any, that would be available to the Contractor in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

Waste Management hereby agrees that, except as expressly provided herein, its obligations hereunder will be unconditional and will be discharged only by complete satisfaction of its obligations hereunder, irrespective of any claim as to the lack of authority of the Contractor to execute or deliver the Agreement, the absence of any action to enforce the Agreement, the failure to obtain any judgment against the Contractor, the failure to commence any action to enforce a judgment against the Contractor under the Agreement or any similar circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor generally.

Except as set forth above, Waste Management hereby waives diligence, presentment, demand on the Contractor for payment, filing of claims, requirement of a prior proceeding against the Contractor and protest or notice, except as provided for in the Agreement with respect to amounts payable by the Contractor. If at any time payment under the Agreement is rescinded or must be otherwise restored or returned by the Beneficiary upon the insolvency, bankruptcy, or reorganization of the Contractor or Waste Management or otherwise, Waste Management's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by the Beneficiary.

Waste Management represents to the Beneficiary as of the date hereof that:

- (1) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and legal right to execute and deliver this Guarantee and to perform the provisions of this Guarantee on its part to be performed;
- (2) its execution, delivery, and performance of this Guarantee have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or by-laws or any law, regulation, or contractual restriction binding on it or its assets; and
- (3) this Guarantee is its legal, valid and binding obligation enforceable against it in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcements of creditors' rights or by general equity principles.

By accepting this Guarantee and entering into the Agreement, the Beneficiary agrees that Waste Management shall be subrogated to rights of the Beneficiary against the Contractor in respect of any amounts paid by Waste Management pursuant to this Guarantee.

Waste Management acknowledges that the Contractor is a direct or indirect subsidiary of Waste Management and that Waste Management will receive substantial benefit from the performance of the Agreement.

Neither this Guarantee nor the Agreement may be amended without the advance written consent of Waste Management and the Beneficiary. No amendment shall be effective unless set forth in a written instrument so executed.

If Waste Management shall default in the performance of its obligations hereunder, Waste Management shall pay to the Beneficiary all costs incurred by the Beneficiary in enforcing its rights hereunder against Waste Management, including reasonable attorney fees and court costs.

Any notice or other communication required or permitted by the terms hereof shall be in writing and shall be given in a commercially reasonable manner to Waste Management, Inc., 1001 Fannin, Suite 4000, Houston, Texas, 77002 Attention General Counsel, or to such other address as Waste Management shall specify in writing to the Beneficiary at its above-specified address or such other address as the Beneficiary shall notify to Waste Management as provided herein.

This Guarantee shall be governed by and construed in accordance with the internal laws of the State of Illinois applicable to contracts made and to be performed therein.

The Beneficiary's receipt and acceptance of this Guarantee shall constitute the Beneficiary's acceptance of and agreement to each and every term hereof.

WASTE MANAGEMENT, INC.

RECEIVED AND ACCEPTED  
TOWN OF NORRIDGEWOCK, MAINE

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_