

# ecomaine

COPY

## CONTRACT MEMBER MUNICIPALITY WASTE HANDLING AGREEMENT

This Agreement, dated as of March 26, 2018, is entered into by and between **THE TOWN OF LIMERICK**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine**, a Maine non-capital stock nonprofit corporation .

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

### Article I

#### Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that



the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Agreement means this Agreement, as it may be amended from time to time.

C. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

D. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

E. Effective Date means April 1, 2018.

F. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

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G. **RESERVED**

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials shall mean solid materials, which are Acceptable Waste and from which resources other than energy may be recovered by ecomaine through collection, processing and recovery. The present list of accepted Recyclable Materials is: newsprint, old mail, catalogs, paperback books, magazines, office paper, paperboard, boxes, paper bags, corrugated cardboard, paper egg cartons, milk cartons, juice cartons, all #1 - #7 rigid plastic containers, milk jugs, water jugs, detergent bottles, bleach bottles, clear & colored glass bottles, metal cans, and aluminum. ecomaine may, from time to time, add materials to this list.

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- N. Recycle means to recover, separate, collect and reprocess Recyclable Materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.
- O. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessable Wastes.
- P. Shutdown means a full or partial cessation of operation of the Facility.
- Q. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.
- R. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.
- S. Substitute Facility means any facility or landfill for disposal of Solid Waste not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's Waste to substitute facilities that are not properly licensed to handle and accept such Waste.
- T. Tipping Fee means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Article VI hereof.
- U. Ton means a quantity of 2,000 pounds.
- V. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.
- W. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.
- X. Weight Slip means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

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## Article II

### Representations, Warranties and Covenants

A. **ecomaine** warrants and represents to the MUNICIPALITY the following:

- (1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.
- (2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)
- (3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

B. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

- (1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).
- (2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely



affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(3) The MUNICIPALITY is not party to any agreement (except this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(4) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

### Article III

#### Operation of the System

A. ecomaine shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

B. ecomaine shall be solely responsible for and exclusively entitled to any Acceptable Waste and Recyclable Materials deposited at the Site and any benefits derived therefrom.

C. ecomaine shall be obligated to Handle all Residue generated by the Facility.



## Article IV

### Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste. **ecomaine** will Handle as provided herein all Municipal Waste delivered to the Site.

B. Fees. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

## Article V

### Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours. **ecomaine** may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such Waste. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. **ecomaine** shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at an alternative State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

D. Waste which is delivered to the Site and which is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to and responsibility for all



Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

E. Neither **ecomaine**, nor the MUNICIPALITY shall knowingly permit deliveries by the MUNICIPALITY or its employees, agents or contractors of Hazardous Waste to the Site.

F. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

## Article VI

### Tipping Fees

A. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site.

B.. The Tipping Fee for all Municipal Waste delivered to the Site for Handling by **ecomaine**, shall be equal to the sum of Seventy Dollars and Fifty Cents (\$70.50) per Ton from the Effective Date until June 30, 2019, at which time and annually thereafter, the sum shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in any one year.

C. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice for all Tipping Fees and any other amounts due from the MUNICIPALITY for Waste deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, Weight Slips shall be attached to the invoice for reconciliation purposes. The MUNICIPALITY shall pay the amount set forth in each such invoice on or before thirty (30) days after issuance of the invoice. If the MUNICIPALITY fails to pay any invoice when due, the MUNICIPALITY shall be obligated to pay such invoice together with a late charge equal to one and one-half percent (1 ½%) per month on the unpaid portion of that invoice.

D. The MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.





## Article VII

### Force Majeure

Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- A. Acts of God, hurricane, tornado, lightning, or earthquake;
- B. Acts of war, civil insurrection or terrorism;
- C. Fire or flood not caused by the party unable to perform; or
- D. Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any Permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

## Article VIII

### Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or if handling of Waste at the Facility is otherwise terminated, **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

## Article IX

### Term of Agreement

- A. This Agreement shall be effective upon the Effective Date and remain in effect until March 31, 2028, unless sooner terminated pursuant to the terms hereof.
- B. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.



## Article X

### Remedies for Nonperformance

A. In the event that the MUNICIPALITY fails to make payment of any amounts due as provided in this Agreement, **ecomaine** may, following thirty (30) days written notice, terminate this Agreement.

B. Unless caused by force majeure as provided in Article VII hereof, in the event that **ecomaine** fails to Handle Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

C. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

D. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## Article XI

### Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Providers of Credit Enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights



under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

- (1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.
- (2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.
- (3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.
- (4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.
- (5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.



## Article XII

### Non-Discrimination

ecomaine shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

- A. In the persons served, or in the manner of service; or
- B. In the hiring, assignment, promotion, salary determination, or other conditions of employment.

## Article XIII

### Applicable Law

The laws of the State of Maine shall govern the validity, interpretation, construction and performance hereof.

## Article XIV

### Amendment Of Agreement

No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

## Article XV

### Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.





## Article XVI

### Notices

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager  
**ecomaine**  
64 Blueberry Road  
Portland, ME 04102

With a copy to: Mark Bower, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, ME 04112

If to MUNICIPALITY:

With a copy to: Joanne Andrews  
Selectperson  
55 Washington St.  
Limerick, ME 04048

Said notice shall be deemed given when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Article.

## Article XVII

### Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.



## Article XVIII

### Other Documents

Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by ecomaine to any Assignee.

## Article XIX

### Headings

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

## Article XX

### Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same agreement.

## Article XXI

### Integration

This instrument embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

## Article XXII

### Consents

To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.



Witnesses:

Melissa Leake

ecomaine

By: [Signature]  
Its CEO/General Manager

**TOWN OF LIMERICK**

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

By: James L. Andrews  
Its Selectman

By: [Signature]  
Its Selectman

By: [Signature]  
Its Selectman

By: Dottie M. Richard  
Its Selectman