

WARRANT FOR SPECIAL TOWN MEETING

OF THE

TOWN OF OGUNQUIT

TO WILLIAM P. HANCOCK, JR., Chief of Police in the Town of Ogunquit, County of York and State of Maine:

GREETINGS:

In the name of the State of Maine, you are hereby requested to notify and warn the Inhabitants of the town of Ogunquit, qualified by law to vote in town affairs, to meet in the Dunaway Community Center in said town on Thursday, the thirteenth day of December, 1984 A.D. at seven-thirty o'clock in the evening then and there to act on Articles 1 through 25.

ARTICLE 1: To elect a Moderator to preside at said meeting.

ARTICLE 2: Shall the Town vote to retain the calendar year as the fiscal year and to rescind the action taken at the Annual Town Meeting on March 3, 1984 to convert to a non-calendar fiscal year?

ARTICLE 3: Shall the Town vote to waive the printing of an itemized list of receipts and disbursements in the annual report as authorized by MRSA 30, Section 2225, Subsection 2A?

ARTICLE 4: Shall the Town vote to extend the Federal Social Security Program to its employees and to authorize the Board of Selectmen to enter into an agreement with the State Agency designated in the Maine Revised Statutes Annotated, Title 5, Chapter 103, and to fix the effective date of said participation to coincide with dissolution of the Ogunquit Village Corporation and to further insure that the Town will provide funds necessary to pay for the future program and any administrative costs that may be associated with it?

ARTICLE 5: Shall the Town authorize the Board of Selectmen to install high pressure sodium streetlights within the Town of Ogunquit subject to budget approval at the Annual Town Meeting?

ARTICLE 6: Shall the Town vote to repeal Title II of the Ogunquit Municipal Code (General Assistance Ordinance) effective November 13, 1984 since state law now requires the municipal officers to adopt such ordinances after notice and hearing and since the municipal officers of the Town of Ogunquit did adopt a new ordinance on November 13, 1984?

ARTICLE 7: Shall the Town ratify action by the Board of Selectmen entering into and adopting the Amendment dated November 14, 1984, to the Regional Waste Systems Interlocal Solid Waste Agreement for disposal of the Town's solid waste, including formation of a noncapital stock nonprofit corporation to operate the regional waste management system pursuant to the provisions of said Agreement and use and operation by said corporation of all the assets, property, contracts, obligations, powers or other interests of the currently existing solid waste management program operated by and on behalf of Regional Waste Systems and or its Board?

ARTICLE 8: Shall the Town authorize the Treasurer to credit interest earned to the existing Accrued Liability Account, Capital Reserve Account and Unemployment Account?

ARTICLE 9: Shall the Town vote to transfer \$11,746.68 from Surplus to pay for the new Police Cruiser?

ARTICLE 10: Shall the Town vote to transfer \$10,872.30 from Surplus to Revaluation?

ARTICLE 11: Shall the Town vote to transfer \$3,000.00 from Ocean Avenue, \$2,000.00 to go to the Manager's Salary Account, \$500.00 to the Supply Account and \$500.00 to the Welfare Account?

ARTICLE 12: Shall the Town vote to transfer \$1,000.00 from the Engineering Account to the Planning board's Secretary Account?

ARTICLE 13: Shall the Town vote to transfer \$13,000.00 from Surplus to Insurance?

ARTICLE 14: Shall the Town vote to transfer \$228.00 from the Clerk's Supply Account to the clerical Assistant Account?

ARTICLE 15: Shall the Town vote to transfer \$300.00 from Surplus to the code Enforcement Salary Account?

ARTICLE 16: Shall the Town vote to transfer \$1,000.00 from the Beach Patrol Account to the Telephone and Expense Account?

ARTICLE 17: Shall the Town vote to transfer \$500.00 from Surplus to the Dispatch Salary Account?

ARTICLE 18: Shall the Town vote to transfer \$700.00 from the Highway Equipment Operations Account for Supplies and \$3,150.00 from Surplus for Street Lights?

ARTICLE 19: Shall the Town vote to transfer \$770.00 from Surplus for perkins Cove Utilities, Capital Outlay and Mooring Operations?

ARTICLE 20: Shall the Town vote to transfer \$2,100.00 from Surplus for Beach Supplies, Restroom Attendants, Capital Outlay, Parking Attendants, and Lifeguard maintenance?

ARTICLE 21: Shall the Town vote to transfer \$2,000.00 from Surplus for the Kennebunk, Kennebunkport and Wells Water District?

ARTICLE 22: Shall the Town vote to transfer \$3,000.00 from Surplus for Custom Transfer?

ARTICLE 23: Shall the Town vote to include Obed's Lane Parking Receipts as Anticipated Revenue without restriction in 1985 and in succeeding years and authorize the Treasurer to credit interest earned to the Obed's Lane Account?

ARTICLE 24: Shall the Town vote to authorize the municipal officers to use Town equipment on Dixon Run Road and on Wharf Lane Extension for fire and police protection as authorized by MRSA 23, Section 3105?

ARTICLE 25: To enact any other business that may legally come before said meeting.

The Board of Selectmen hereby give notice that the meeting will be held at seven-thirty o'clock in the evening of said day. Given under our hands this fourth day of December, 1984, A.D.

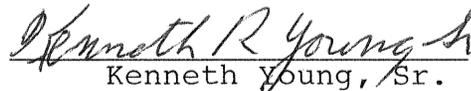

John Miller, Chairman


Thomas Dillon


Anthony Tucceri


W.P.H.
William P. Hancock, III

TOWN OF OGUNQUIT
BOARD OF SELECTMEN

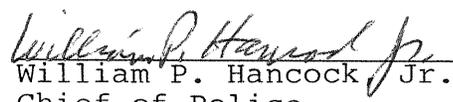

Kenneth R. Young, Sr.

In the Town of Ogunquit, County of York, and State of Maine, as:

Pursuant to warrant to me as directed, I have notified and warned the Inhabitants of the Town of Ogunquit herein named to meet at the time and place for the purpose herein stated by posting upon the fourth day of December, 1984, A.D. a copy of the within Warrant at the Dunaway Community Center, Ogunquit Post Office, Ogunquit Fire Station and Village Food Market, those being four public and conspicuous places in said Town.

A TRUE COPY
ATTEST:


Madeline D. Brown, Clerk
Town of Ogunquit


William P. Hancock, Jr.
Chief of Police
Town of Ogunquit

RWS INTERLOCAL SOLID WASTE AGREEMENT

The AGREEMENT is being made and entered into between the CITIES of PORTLAND and SOUTH PORTLAND and the TOWNS of CAPE ELIZABETH and SCARBOROUGH, in the County of Cumberland, and the TOWNS of OGUNQUIT, LIMINGTON, LYMAN, WATERBORO, and HOLLIS, in the County of York, hereinafter collectively referred to as "the Participating Municipalities", all being duly organized municipal corporations under the applicable laws of the State of Maine.

WHEREAS: By an RWS Interlocal Solid Waste Agreement (the "Agreement") dated September 6, 1974, and as amended on October 10, 1974, on January 13, 1978, on August 30, 1982, and on June 15, 1983, adopted pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes, Regional Waste Systems was created and is duly existing for the purpose of carrying out a solid waste management program for the mutual benefit of said Participating Municipalities; and

WHEREAS: Paragraph 13 of the Agreement provides that it may be modified or amended by the mutual agreement of all the Participating Municipalities by the procedure set forth therein; and

WHEREAS: The said Participating Municipalities now desire to further amend the Agreement to authorize the incorporation of Regional Waste Systems as a noncapital stock nonprofit corporation under the provisions of Title 30, Chapter 203 and Title 13, Chapter 81 of the Maine Revised Statutes, and to clarify and expand the powers of Regional Waste Systems;

NOW THEREFORE: It is hereby mutually agreed by and between the undersigned Participating Municipalities that the Agreement, as amended, be further amended to read in its entirety as follows:

THE UNDERSIGNED MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

1. That the purpose of this AGREEMENT is to provide for the acquisition of real and personal property necessary to the management of solid waste and to establish and carry out a program of solid waste management for: (a) the management of such solid waste as may be generated within the boundaries of

the parties at rates established pursuant to Paragraph 6(F); or (b) as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of the hereinafter named Board, at rates established by the Board.

2. That this AGREEMENT shall remain in full force and effect until September 6, A.D., 2014, and may be extended by mutual agreement of the Participating Municipalities, the parties hereto, evidenced by a duly executed instrument in writing attached hereto; except that this AGREEMENT may be sooner terminated by withdrawal of all the remaining parties or by dissolution.

3. That there shall be and is hereby established and created, pursuant to the provisions of Title 30, Chapter 203 and Title 13, Chapter 81 of the Maine Revised Statutes, as amended, a noncapital stock nonprofit corporation under the name of "Regional Waste Systems, Inc." ("RWS"), to conduct the cooperative undertaking contemplated by this Agreement and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the operation of a regional solid waste management system. It is intended that said corporation will qualify (1) as a corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended; (2) as a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended; and (3) as an entity whose obligations bear interest excludable from gross income under Section 103 of the Internal Revenue Code of 1954, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

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

of its meetings and the other affairs of the Board and the corporation.

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

- A. To purchase, lease as lessee, rent, hold, own, maintain, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by RWS or jointly by the Participating Municipalities.
- B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste facility or project deemed desirable or necessary.
- C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, including the Greater Portland Council of Governments, for services, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.
- D. To adopt or alter rules for the management of solid waste.
- E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
- F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations,

loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.

- G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues or real or personal property of RWS, which it shall deem desirable or necessary to provide in connection therewith.
- H. To allocate all costs of operation of the solid waste management program to the Participating Municipalities on the basis of the percentage of solid waste generated in the municipalities and as otherwise herein provided by charging each of the Participating Municipalities a uniform unit cost per ton of solid waste, which shall be so established each year by the Board as, to the extent possible, will assure sufficient income to meet the cost of solid waste management for the ensuing year. Such annual operating expenses shall also include unfunded capital outlay, if any, insurance, taxes, rentals, and necessary reserves for contingencies as determined by the Board, but not to exceed in any year five percent (5%) of the total operating budget. Until the first fiscal year of operation has been completed, said uniform unit cost shall be computed

on the basis of estimated amounts of solid waste to be processed. Following the first full fiscal year of operation, said uniform unit cost shall be computed based upon actual amounts of solid waste processed from each Participating Municipality in the preceeding year as determined from Board records. The Board may require advance payment of such operating costs for the first fiscal year of operation.

- I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 8.
- J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, parties hereto, and with the State of Maine, United States Government, and any agency of either, to provide for management of solid waste at rates established by the Board.
- K. To receive, loan and disburse funds for any purpose contemplated by this AGREEMENT.
- L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this Agreement including, without limitation, obligations which bear interest excludable from gross income under Section 103 of the Internal Revenue Code of 1954, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower RWS to issue such obligations authorized by Title 10, Chapter 110, Subchapter

IV of the Maine Revised Statutes by virtue of the power given to RWS hereby pursuant to Title 30, Chapter 203 of the Maine Revised Statutes.

6. RWS, through its Board, and on behalf of the Participating Municipalities, shall:

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

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

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

H. The Board may from time to time impose such charges as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts for catastrophic loss arising from the Solid Waste Program or for ordinary after-care for RWS solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

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

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

on which payment is sought hereunder, the proportionate share of the estimated cost or debt service deficiency to be contributed by each Participating Municipality requested to provide such funds, and the date or dates upon which such funds are to be made available to RWS. Such funds may be provided by each Participating Municipality in such manner as it shall determine, from available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds and shall notify the Board as soon as such funds are available. The notice to the Board shall be accompanied by an opinion of counsel stating that the funds have been fully authorized and may properly be paid to RWS or, if the funds are to be raised by borrowing, the Board's notice shall be accompanied by preliminary opinion of recognized Bond Counsel indicating that an unqualified opinion approving of the legality of bonds or notes to be issued for said purpose can reasonably be expected at time such bonds or notes are issued and that the net proceeds may be properly paid to RWS.

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

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

8. RWS shall insure against claims and expenses arising out of its ownership, maintenance or operation of solid waste disposal facilities under the Solid Waste Program, provided such insurance coverage may be obtained at a reasonable cost. Such insurance shall name each Participating Municipality as an additional insured as its interest may appear. In addition RWS

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

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

9. A Participating Municipality may withdraw from this AGREEMENT at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice of its intention to do so. Such Participating Municipality shall be permitted to withdraw only if it pays its proportionate share of the current indebtedness of RWS prior to withdrawal and agrees by appropriate written document to pay its proportionate share of any long-term indebtedness of RWS as such indebtedness

becomes due and payable; and shall convey to the other Participating Municipalities sufficient right, title or interest in property owned by RWS or held jointly by two or more Participating Municipalities and used by RWS pursuant to Section 5(A) above to insure unfettered use for the purposes stated herein by the remaining participants; provided, however, during the period of notice, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by RWS; and further provided, the withdrawal of any Participating Municipality from the Agreement pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by RWS during its membership unless liability arises from or is caused by an RWS solid waste disposal facility established after the effective date of such withdrawal.

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

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

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

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

IN WITNESS WHEREOF, the said Participating Municipalities have caused this AGREEMENT to be executed on their behalf by their respective duly authorized representatives, and to be dated November 14, 1984.

WITNESS:

James E. Fagan

William H. Hall

Nicholas S. Vago

Nicholas S. Vago

James E. Fagan

Nicholas S. Vago

E. A. Root

E. A. Root

James E. Fagan

Approved by:

[Signature]
Commissioner, Department of
Environmental Protection

By: [Signature]
City Manager, City of Portland

By: [Signature]
City Manager, City of South
Portland

By: [Signature]
Town Manager, Town of Scarborough

By: [Signature]
Town Manager, Town of Cape
Elizabeth

By: [Signature]
Chairman, Board of Selectmen
of Limington

By: [Signature]
Chairman, Board of Selectmen
of Lyman

By: [Signature]
Chairman, Board of Selectmen
of Waterboro

By: [Signature]
Chairman, Board of Selectmen
of Hollis

By: [Signature]
Chairman, Board of Selectmen of Ogunquit

Approved by:

[Signature]
Office of the Attorney General,
State of Maine

Memo: Filed with the Secretary of State on December 20, 1984 as per Title 30, Section 1954 of the Maine Revised Statutes.