



ASSOCIATE
MEMBER AGREEMENT

Between the Municipal Review Committee, Inc.
and
[NAME]

This Associate Member Agreement (“Associate Agreement”) is hereby made this __ day of 20__ (“Effective Date”) by and between the **Municipal Review Committee, Inc.**, a Maine non-profit corporation having a place of business in Orono, Maine, (“MRC”), and **[NAME]**, a [municipal] [quasi-municipal entity] having a place of business in _____, Maine (“[NAME]”) (collectively, the “Parties”).

WHEREAS, the MRC is a non-profit organization whose membership includes municipal and quasi-municipal members working together for the common purpose of ensuring continuing availability of long-term, reliable, safe, and environmentally sound methods of solid waste disposal at a stable and reasonable cost; and

WHEREAS, the MRC has an Amended and Restated Master Waste Supply Agreement dated June 30, 2023, with a solid waste processing facility in Hampden, Maine, owned by Municipal Waste Solutions, LLC (“MWS, LLC”), in which MRC has a minority ownership interest; and

WHEREAS, the MRC has and continues to work with MWS, LLC for the purpose of serving the municipal solid waste needs of its members pursuant to the Amended and Restated Waste Supply Agreement dated June 30, 2023, as well as the surrounding communities and region; and

WHEREAS, as part of its mission, MRC has been in communications with non-member municipalities and quasi-municipal organizations that have expressed an interest in joining the MRC as Associate Members; and

WHEREAS, [NAME] is not currently a member of MRC, but desires to become an Associate Member on the terms and conditions set forth herein; and

WHEREAS, the MRC desires to admit [NAME] as an Associate Member on terms and conditions set forth herein; and

WHEREAS, [NAME] has accomplished the necessary steps to authorize execution of this Associate Agreement; and

WHEREAS, the MRC Board of Directors has authorized admittance of [NAME] as an Associate Member on the terms and conditions set forth herein and correspondingly authorized the undersigned representative of MRC to execute this Associate Agreement; and



WHEREAS, the MRC and [NAME] desire to enter into this Associate Member Agreement to set forth the binding obligations of the Parties.

NOW THEREFORE, in exchange for the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference into this Associate Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the MRC Bylaws and Associate Member Supply Agreement.
2. **Associate Member Benefits.** The Parties acknowledge and agree that admittance of [NAME] includes the following benefits as an Associate Member of MRC:
 - A. A discounted tipping fee at the solid waste processing facility in Hampden as set forth in the Associate Member Supply Agreement;
 - B. MRC representation in legislative and regulatory activities regarding solid waste issues;
 - C. MRC representation in contractual matters relating to the Associate Member Supply Agreement with MWS, LLC to address potential service clarifications, issues, disputes, and claims;
 - D. Access to regional and cooperative services that MRC seeks to develop over time, such as transportation and local outlets for managing tires, bulky waste, commodities, and other solid wastes that are not acceptable waste or require special handling;
 - E. Annual tracking and reporting of all municipal solid waste and recycling data provided to MRC members for compliance in reporting to regulatory authorities; and
 - F. Community outreach and educational material.

3. **Execution of Supply Agreement between Associate Member and MWS, LLC.** [NAME] represents that it has duly executed the waste supply agreement between Associate Member and MWS, LLC, a copy of which is attached hereto as Exhibit A ("Associate Member Supply Agreement"). [NAME] further represents it followed all required procedures to authorize execution of the Associate Member Supply Agreement with MWS, LLC. [NAME] acknowledges and agrees a material term of its Associate Member Supply Agreement is to maintain good standing status as an Associate Member of the MRC, and further the Associate Member Supply Agreement must be in effect to be an Associate Member of the MRC. Both Parties acknowledge and agree the MRC is not a party to the Associate Member Supply Agreement, and that [NAME] agrees to indemnify, defend, and hold harmless the MRC, its officers, other members, directors, agents, contractors, employees, or other duly authorized representatives from any and all claims arising or relating to the acts or omissions of [NAME] of and concerning the Associate Member Supply Agreement with MWS, LLC or any successor.



4. Acceptance of MRC Articles of Incorporation and Bylaws; Associate Membership Dues. Through execution of this Associate Agreement, [NAME] agrees to become an Associate Member of MRC and ratifies and confirms acceptance by it of the MRC Articles of Incorporation and Bylaws as set forth in Exhibit B, as the same may be amended from time to time. Without limiting the generality of the foregoing, [NAME] hereby acknowledges and agrees that, as an Associate Member, [NAME] will be a Non-Voting Member per Section 3.1 of the Bylaws. In order to retain status as an Associate Member in good standing, [NAME] further agrees to timely pay Associate Member administrative fees, or dues, as set according to Section 3.3 of the Bylaws and based on the most recent yearly tonnage report(s) of [NAME] on a calendar year basis, payable quarterly at the beginning of each quarter or at such other intervals determined from time to time by the MRC Board of Directors for all members consistent with MRC Bylaws. The initial quarterly payment shall be prorated based on the Effective Date and remainder of the then current quarter. For avoidance of doubt, the initial administrative fee or dues set by the Board is \$2.00 per ton for an Associate Member and the yearly tonnage of [NAME] is ___ tons, which shall be the tonnage used for calculating [NAME's] Associate Member dues until a full calendar year of actual tonnage reports are available with [NAME] as an Associate Member.

5. Associate Membership Term. The term of [NAME] as an Associate Member of MRC shall be from the Effective Date of this Associate Agreement to January 1, 2034 (the "Associate Agreement Term").

6. No Right to Rebates or Distributions. Through execution of this Associate Agreement, [NAME] hereby acknowledged and agrees that [NAME] has no rights, claims, or remedies as an Associate Member of MRC to rebates or distributions pursuant to the Amended and Restated Master Waste Supply Agreement dated June 30, 2023 between MRC and MWS, LLC, as may be amended from time to time, or the LLC Operating Agreement dated June 30, 2023 between MRC and MWS, LLC, as may be amended from time to time, or any other similar or comparable agreement(s).

7. Miscellaneous.

A. Certifications. [NAME] represents and warrants it has obtained all necessary authorizations to enter into this Associate Agreement and duly executed the attached certification attached hereto as Exhibit C. MRC represents and warrants it has obtained all necessary authorizations to enter into this Associate Agreement and duly executed the attached certification attached hereto as Exhibit D.

B. Modification. Any subsequent modifications to this Associate Agreement shall be in writing and signed by both Parties.

C. Notices. All written notices shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address herein set forth:



If to Municipal Review Committee, Inc.

Municipal Review Committee
20 Godfrey Drive, Suite 213
Orono, ME 04473
Attn: Michael Carroll, Executive Director
email: execdirector@mrcmaine.com

If to [NAME]

D. Severability. If any term, covenant, or condition of this Associate Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Assignment. This Agreement cannot be assigned by [NAME] without the prior written consent of the MRC provided at its sole discretion.

F. Waiver/Release of MRC Actions prior to [NAME] becoming an Associate Member of MRC. [NAME] hereby waives any claims and releases MRC, its officers, other members, directors, agents, contractors, employees, or other duly authorized representatives from any claims or damages regarding any acts or omissions taken by MRC prior to the Effective Date of this Associate Agreement, which shall survive its termination.

G. Dispute Resolution. A dispute of and concerning or relating to this Associate Agreement shall arise when one Party sends a written notice by certified mail, express courier, or hand delivery to the other Party. The Parties shall first attempt to resolve the dispute through informal negotiations and, if thereafter unresolved, through non-binding mediation, in which each Party agrees to participate in good faith. If the Parties cannot resolve the dispute through non-binding mediation within forty-five [45] days after delivery of the original notice thereof, either Party may then pursue relief by way of litigation in court.

H. Choice of Law. This Associate Agreement shall be construed and governed under the laws of the State of Maine without regard to choice of law provisions.

I. Integration. This Associate Agreement and all exhibits attached hereto constitute the full understanding of the Parties; and any prior agreements or understandings of the Parties, whether oral or written, with respect to the subject matter and inconsistent with this Agreement shall be void.

J. Captions. The captions of the paragraphs of this Associate Agreement are for convenience only, and shall not be considered or referred to in resolving questions of construction and/or interpretation.



K. Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions, of this Agreement.

L. Counterparts. This Associate Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

8. Early Termination or Withdrawal. In the event of early termination or withdrawal of [NAME] prior to the Associate Agreement Term, whether due to [NAME] failure to abide by the MRC Bylaws, termination of the Associate Member Supply Agreement, or other reason caused by the acts or omissions of [NAME], [NAME] shall be assessed a withdrawal payment in the amount of the then applicable administrative fee, or dues, multiplied by the initial tonnage or, if available, the most recent annual tonnage report(s) for [NAME] as an Associate Member and multiplied by the remaining portion of the Associate Agreement Term, but in no case longer than five (5) years. Payment of the withdrawal payment shall be due within sixty (60) days of presentation of an invoice by the MRC.

[Signatures Appear Below]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of _____, 20__.

_____ [NAME]

By _____

Its: _____

Date _____

Municipal Review Committee, Inc.

By _____

Its: _____

Date _____



EXHIBIT A

[Executed Associate Member Supply Agreement]



EXHIBIT B

[Current MRC Articles of Incorporation and Bylaws]



EXHIBIT C

[Associate Member Certification]

[Clerk's Certificate with Certified Approval from Legislative Body and Resolution to Execute Associate Waste Supply Agreement and be a MRC Associate Member upon acceptance]



EXHIBIT D

[MRC Certification]

[Clerk's certificate with Certified Approval of MRC Board Resolution Authorizing MRC Representative to Admit [NAME] as Associate Member]