

INTERLOCAL AGREEMENT FOR THE REGIONAL SOLID WASTE COMMITTEE

WHEREAS the parties to this agreement have the duty to provide solid waste reduction, recycling and disposal (RR&D) programs and facilities for domestic and commercial solid wastes generated within their respective geographic areas under 38 M.R.S.A. § 1301, et seq; and

WHEREAS the parties to this agreement have determined that it will be a more efficient use of their powers and to their mutual advantage to enter into this agreement and to that end shall become a non-profit corporation; and

WHEREAS the parties are authorized to contract together under the provisions of the Interlocal Cooperation Act, 30-A M.R.S.A. § 2201;

NOW, THEREFORE, municipalities listed below, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof do hereby promise and agree as follows:

PART 1. PURPOSE

The purpose of this Agreement is to provide for the RR&D of solid wastes generated within the geographic areas of the parties, and may include but not be limited to:

- (a) Exploring all RR&D options relevant to all solid waste concerns for participating municipalities
- (b) Establishing any facilities and programs as are necessary for the RR&D of the solid wastes generated in the geographic areas of the participating towns.
- (c) Entering into agreements and contracts for the RR&D of solid wastes subject to the approval of participating town boards.

PART 2. DEFINITIONS

- (a) "Participating towns" shall mean towns who vote to financially support a specific PTB agreement.
- (b) "Municipalities" shall mean all towns who join the Interlocal Agreement
- (c) "Regional committee" (RC) shall mean the committee formed by the representatives of the municipalities.
- (d) "Participating Towns Board" (PTB) shall mean the board formed by the representatives of the participating towns, which are also members of the regional committee.
- (e) "Participating Towns Board Agreement" shall mean a RR&D program or facility funded by participating towns following town approval.
- (f) "RR&D" shall mean reduction, recycling and disposal of solid waste.

(g) "RR&D Facility" shall mean any land area, structure and equipment or combination of land area, structures and equipment used for storing, salvaging, processing, reducing, recycling, incinerating or disposing of solid wastes.

(h) "Users" shall mean any domicile producers of solid waste

(i) "Irregular User" shall mean any non-domicile producer of solid waste or any domicile producer of solid waste outside of PTB jurisdiction.

(j) "Population" shall mean the number of residents according to the most recent census plus the number of seasonal dwellings.

(k) "Assessment Formula" shall mean town population divided by the total population of all participating towns.

PART 3. ADMINISTRATION, POWER AND AUTHORITY

3.1 Committee and Boards -

(a) All representatives to RC or PTBs will be elected or appointed according to the town's discretion. Terms will be for a maximum of 3 years with staggered terms after the first year.

(b) Two thirds of the voting power of any committee or board must be present for a quorum.

(c) All committees and boards will have the power to elect their officers from amongst themselves.

(d) Notice for meetings will be mailed to all representatives and posted in all towns at least 7 days prior to every meeting, or sooner by the mutual consent of all representatives. Minutes shall be taken of all meetings.

3.2 Regional Committee only -

(a) The implementation of Purpose a in Part 1 will be by the Regional Committee.

(b) The towns shall provide representation to the RC based on the following principals and in the following order of priority:

1. All towns will have a minimum of 1 representative.
2. The total RC membership will not exceed 15.
3. Total representation will be proportionate to town population based on the most current census.

(c) Each representative to the RC will have 1 vote.

(d) The RC shall have the power and authority to manage their budget.

3.3 PTBs only -

(a) The implementation of Purposes b and c in Part 1 will be by the respective PTB.

(b) All participating towns will have the same number of representatives as in the RC.

(c) Each representative's vote will be weighted according to the assessment formula

(d) The PTB shall have the power and authority to hire, fire, enter into contracts, purchase, sell, hold title, operate RR&D facilities, and establish programs

(e) Managers of any facility will be an ex officio member of their governing PTB

(f) PTBs will develop a management scheme necessary to operate the RR&D facility.

PART 4. FINANCE.

4.1 Costs of capitalizations, operations and administration and any costs incidental thereto for the first year shall be paid by assessments charged to the participating towns on the basis of the assessment formula.

4.2 The total subsequent charges will be reduced by irregular user fees as determined by the respective PTB's.

4.3 All solid wastes deposited at any RR&D facility shall become the property of the PTB and shall be used and disposed of in any manner deemed appropriate by the PTB. Any income derived therefrom shall be credited to the participating towns of the PTB based on the assessment formula.

4.4 The RC and all PTBs shall prepare a budget setting the share of assessments for the coming fiscal year and shall transmit the budget to the Selectmen of the participating towns on or prior to Jan. 15th of each year for town warrants. If the PTB's annual budget exceeds \$2500 they shall contract for bookkeeping services and shall engage a qualified public accountant to conduct an annual audit at the close of each fiscal year and provide copies of the accountant's report to each of the participating towns.

4.5 The fiscal year for the RC and PTBs shall be from April 1 through March 31.

PART 5. OWNERSHIP AND DISPOSAL OF CAPITAL ASSETS.

5.1 The costs of the purchase of any land, buildings, equipment or improvements for any RR&D facility shall be shared by each of the participating towns based on the assessment formula or any amendment thereto. The PTB will make payment in lieu of taxes for the loss of tax revenues to the host town for the establishment of the facility on that site.

5.2 The proceeds from the sale of any RR&D facility and any accrued monies or the costs of closure of any RR&D facility or equipment at the termination of any PTB operation by mutual consent of the participating towns shall be shared by each of the participating towns on the basis of the assessment formula.

PART 6. WITHDRAWAL

Any participating town may withdraw from a PTB agreement or from the Interlocal agreement upon a one (1) year notice to the respective board or committee as follows:

(a) The Selectmen from the town wishing to withdraw shall provide a written notice to the board or committee on or before December 31 of any given year, stating their intent to bring such an article to withdraw from the operation or agreement to a town meeting following the December 31 notice date.

(b) The Selectmen from the town wishing to withdraw shall certify in writing to the board or committee the results of the vote at the town meeting within 45 days of that vote, which certificate shall be delivered to the board or committee not less than 6 months before the termination date.

(c) The withdrawal shall be effective on December 31st of the first year after the vote at the aforementioned town meeting. *Still provide notice*

(d) Following the withdrawal of a participating town, all jointly purchased property shall remain the property of the remaining participating towns in the PTB agreement. The withdrawing town shall have no further interest therein, and the withdrawing town shall be reimbursed an amount equal to the depreciated value of that town's capital investments on the date of withdrawal less the amount of any indebtedness attributable to that jointly owned property as of the date of withdrawal. The withdrawing towns can be liable for a share of the closing costs.

PART 7. ACCEPTANCE

Any town is invited to join the RC and any PTB as a participating town as follows:

(a) The cost of joining will be the new assessment formula (after the town is added) times the total cost of non-depreciated capitalization of the RR&D facility.

(b) The joining town will participate financially in any operational costs starting from the joining date.

(c) Other participating towns will be credited the entrance fee based on the old formula (before the new town joined).

(d) Impact fees will be assessed on any joining town if their anticipated additional impact exceeds their proportionate revenues to be determined by an outside assessor hired by the PTB.

PART 8. ADOPTION, AMENDMENT, DURATION.

8.1 ADOPTION

This Agreement or any PTB agreement shall not take effect with respect to the participating towns unless the following occurs:

(a) It has been approved by the legislative bodies of the participating towns, and

(b) It has been approved by the Attorney General under the provisions of 30-A MRSAs 2203, and

(c) It has been filed with the clerk of each of the participating towns and with the office of the Secretary of the State of Maine.

8.2 AMENDMENT.

Any agreements may be amended by the participating towns in the same manner as provided under section 8.1 above. The RC or PTB may recommend amendments by forwarding such proposed amendments to the Selectmen of each participating town for inclusion in their next town warrant.

IN WITNESS WHEREOF, the parties have by the duly authorized officers caused this Agreement to be executed this _____ day of _____, _____.

BY _____

BY _____

Selectmen of the town of _____

Selectmen of the town of _____

BY _____

BY _____

Selectmen of the town of _____

Selectmen of the town of _____

Approved:

Attorney General of the State of Maine