INTERLOCAL SOLID WASTE AGREEMENT

This AGREEMENT, made this \_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by and between the Towns of Porter, Baldwin, and Hiram, (the participating municipalities hereinafter referred to), all being bodies politic and corporate located in the State of Maine;

WHEREAS: The various municipalities, parties to this Agreement are desirous of participating in a cooperative program for the management of solid waste generated within their boundaries; AND

WHEREAS: Under the provisions of **Title 30A, Chapter 115**, of the Maine Revised Statutes, as amended, the various municipalities are authorized to cooperate with each other through an Interlocal agreement to exercise jointly such powers, privileges or authority as they are permitted by law to exercise individually; AND

WHEREAS: The parties to this AGREEMENT are desirous of setting forth herein the terms and conditions of their agreement to cooperate in a program for the management of solid waste generated within their boundaries.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. PURPOSE. the purpose of the AGREEMENT is to provide for the planning of a practical solution to the problem of management of solid waste generated within the participating municipalities, and, after such plan has been presented to and approved by the legislative body of each municipality to:
2. Provide for the acquisition of real and personal property necessary to the management of solid waste as may be generated within the boundaries of the parties at rates established pursuant to Section VI B. (6); or
3. 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.
4. DURATION OF AGREEMENT. This AGREEMENT shall remain in full force and effect until **March 31, A.D. 2050,** and 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, as provided hereinafter.
5. ESTABLISHMENT OF TRI-TOWN WASTE DISPOSAL BOARD. There is hereby established and created, pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes, as amended, the TRI-TOWN WASTE DISPOSAL BOARD (hereinafter referred to as “the Board”) to conduct the cooperative planning and undertaking contemplated by this AGREEMENT, and to exercise on behalf of the participating municipalities the powers delegated to it.
6. BOARD MEMBERSHIP: The Board shall consist of the Board of Municipal Officers from each of the participating municipalities. No municipality shall have more than three voting members.
7. BOARD OFFICERS AND BY-LAWS: The Board shall, at an annual meeting to be held in **MARCH** of each year, elect from its membership a Chairman, Vice-Chairman and a Secretary-Treasurer and such other officers as they may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of said Board.
8. POWERS OF THE BOARD. The 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 Board’s constituent members individually. Such delegated powers are the following:
9. On behalf of the participating municipalities, to develop a comprehensive plan for the management of solid waste generated within the boundaries of said municipalities, and to expend such sums and contract for such services as may be necessary or helpful for the development of such comprehensive plan, and to require each municipality to pay an equal share of the costs incurred to develop such plan;
10. To present such comprehensive plan to the legislative bodies of the participating municipalities, and, ONLY AFTER THE LEGISLATIVE BODIES OF THE RESPECTIVE MUNICIPALITIES VOTE TO ACCEPT:
11. On behalf of the members of the Board, to purchase lease as lessee, rent, hold, maintain, operate, lease as lessor 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 shall be held jointly by the participating municipalities unless some other arrangement is determined by the unanimous consent of the participating municipalities to be more appropriate.
12. To contract with any person, firm, corporation, partnership, or other entity, private, public governmental, or otherwise, for services, management, work, material, or property in the name of the participating municipalities.
13. To adopt or alter rules for the management of solid waste.
14. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
15. To receive and accept form, 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.
16. To allocate all costs of operation of the solid waste management program to the participating municipalities. There shall be a rebuttable presumptions that each municipality contributes the same amount of waste, but the Board may receive evidence to the contrary and apportion rates on the basis of the percentage of waste contributed if it is convinced by such evidence. The rates established each year by the Board shall to the extent possible, 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 calendar 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 calendar year of operation, said uniform unit cost shall be computed from each participating municipality in the preceding year as determined from the Board records, with the rebuttable presumption that each municipality contributes an equal amount of waste. The Board may require advance payment of such operating costs for the first calendar year of operation.
17. To make expenditures for the contract with respect to capital items from funds provided pursuant to Section VIII provided any capital expenditure shall require a majority vote of approval of the Board members.
18. 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 the management of solid waste at rates established by the Board.
19. To receive and disburse, on behalf of the participating municipalities, funds for any purpose contemplated by this Agreement, except funds for planning shall not require any further approval of the respective municipalities.
20. RESPONSIBILITIES OF THE BOARD. The Board is directed to consider alternatives and thereafter to develop a comprehensive plan for the management of solid waste generated within the boundaries of the participating municipalities. It shall then present such plan to the legislative bodies of the municipalities. Only after acceptance of this plan by vote of the legislative bodies of the respective municipalities, is the Board directed to:
21. Plan, construct, equip, operate and maintain a solid waste management program for the benefit of the participating municipalities, parties hereto, or residents thereof.
22. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.
23. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest.
24. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among member municipalities.
25. Foster, develop and review policies, plans and priorities for the solid waste program.
26. Contract with other municipalities for the disposal of their waste at rates deemed advisable by the Board.
27. Develop a Uniform Solid Waste Ordinance to be submitted to member municipalities.
28. On or before January 31st 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 calendar year, which shall be the fiscal year. Such estimates shall include the following:
29. Anticipated revenues: An itemized estimate of anticipated revenues during the ensuing fiscal year from each source;
30. Estimate of expenditures. An itemized estimate of expenditures for each classification for such ensuing fiscal year.
31. Actual receipts. After the first year of operation, an itemized statement of all actual receipts from all sources to and including December 31st of each previous fiscal year.
32. Actual expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including December 31st of each previous fiscal year.
33. Cost per Town. The estimated cost per Town for solid waste to be charged for the ensuing fiscal year.
34. On or before January 31st of each year, the Board shall adopt a final budget for such year which shall be itemized in the same manner as the estimate of expenditure and revenues.

The budget shall include the amount of any deficit or anticipated deficit of 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 VI B.(6). Each participating municipality shall pay not later than the 15th day of the following month one-twelfth the amount of money which shall equal the estimated cost for such municipality set forth in said budget, and, the balance in equal amounts on the 15th day of each of the eleven following months. Provided, however, the Board may adopt other payment schedules upon a majority vote when such appears advisable, and the municipalities shall comply with the schedules set by the Board.

1. CAPITAL EXPENDITURES. In the event that a capital expenditure is required to be made, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a majority vote of its members that the cost should be funded, notify the participating municipalities, the Board shall describe the project for which the capital expenditure is required, the estimated cost thereof, the term over which the cost shall be funded, the proportionate share of the estimated cost 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 the Board. There shall be a rebuttable presumption that each municipality is presumed to contribute an equal amount of waste. This presumption may be rebutted by contrary evidence accepted by the Board. Such capital 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 capital 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 duly authorized and may properly be paid to the Board 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 the Board.

The funds so provided by the requested participating municipalities shall be used by the Board only for the purposed for which the request was made. The proportionate share of the capital expenditure to be contributed by each participating municipality so requested shall be equal unless the board accepts evidence that rebuts the presumption that equal waste is generated in each municipality.

1. WITHDRAWAL. A municipality may withdraw from the AGREEMENT at the end of a fiscal year provided that it has given the Board at least two years written notice of its intention to do so. Such participating municipality shall pay its proportionate share of any annual expense allocated to it prior to actual withdrawal, and shall convey to the other participating municipalities sufficient right, title, or interest in the property held pursuant to Section VI B. (1) above to insure unfettered use for the purposes stated herein by the remaining participants. Provided, however, no municipality may withdraw from the AGREEMENT before three (3) years have elapsed since that municipality’s approval of the Comprehensive Plan.
2. NEW PARTIES. Other municipalities, not original signatories hereof, may become parties to this AGREEMENT upon a majority vote of the Board, upon the signing of this AGREEMENT, and upon agreement to such further terms, conditions, or other considerations as the Board may require.
3. DISPOSAL OF EXHAUSTED FACILITIES. The right, title and interest of the participating municipalities 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.
4. DISSOLUTION OF AGREEMENT. At such time as the Board shall have discharged all of its obligations and paid or provided for the payment thereof, the Board may, by a majority vote of the participating municipalities, parties to this AGREEMENT, dissolve this AGREEMENT and dispose of all its 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.
5. MODIFICATIONS AND AMENDMENTS. The AGREEMENT may be 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 Maine Department of Environmental Protection, or their successor agencies. Notwithstanding the foregoing, the addition of new participating municipalities as parties to this AGREEMENT shall require only the approval of the Board in accordance with the provisions of Section X above.

IN WITNESS WHEREOF, the various municipalities, parties to this AGREEMENT have signed by their respective officers and their common and corporate seals affixed hereto, the day and year first above written.

TOWN OF PORTER: TOWN OF BALDWIN: TOWN OF HIRAM:

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Robert Heard Dwight Warren Joyce Siracuse

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Ronald Silvia James Dolloff Eric Durgin

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Brent Day Gerry Brown H. Jamie Marshall

Approved: THIS AGREEMENT IS IN PROPER FORM AND IN CONFORMITY WITH THE LAWS OF THE STATE OF MAINE:

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
DEPARTMENT OF ENVIRONMENTAL PROTECTION