

COPY

AGREEMENT FOR OPERATION OF SOLID WASTE DISPOSAL FACILITY FOR
TOWNS OF NEW PORTLAND AND KINGFIELD AND COUNTY OF FRANKLIN

WHEREAS the parties to this agreement have the duty to provide solid waste disposal facilities for solid wastes generated within their respective territories, 38 M.R.S.A. 1305 (1); and

WHEREAS the parties to this agreement have determined that it will be more efficient use of their powers and resources and to their mutual advantage to enter into this agreement; and

Now, therefore, pursuant to Title 30-A M.R.S.A. (2201 et seq) the towns of New Portland and Kingfield and the County of Franklin for and in consideration of the mutual promises and agreements, hereinafter stated and the performance therefore of, do hereby promise and agree as follows:

Article I - Purpose

The purpose of this agreement is to set out the means by which the parties to the agreement shall dispose of solid waste generated within the territories of the parties.

Article II - Definitions

2.1 Definitions as Used in this Agreement

- (a) Acceptable Solid Waste - Shall mean all damaged Recyclable Materials, ordinary household, municipal, institutional, commercial, industrial solid waste which consists primarily of combustible materials and consists primarily of garbage, trash, rubbish, refuse that is disposed of by or collected from residential, commercial institutional and industrial establishments within the Waste Disposal Facility service area.
- (b) Contract Member - Shall mean any town which the Solid Waste Committee permits to use the facility as provided in Article V, 5.2(d).
- (c) Member - Shall mean the towns of New Portland and Kingfield and the County of Franklin or any other town or county subsequently accepted pursuant to Article IX. Membership by the County of Franklin shall be on behalf of Freeman and Salem Townships exclusively.
- (d) Parties - Shall include each of the duly incorporated towns of New Portland and Kingfield and the County of Franklin through their legislative bodies and/or their respective town or county officers and officials who represent each as members of the Solid Waste Committee under Article V below.
- (e) Regular User - Shall mean any resident of a Member town or county depositing solid waste at the jointly owned solid waste disposal facility.

- (f) Solid Waste Committee - Shall mean three representatives, of which at least one shall be a Selectman, from each of the Member towns and one representative of the Franklin County Board of Commissioners.
- (g) Solid Waste Disposal Facility - Shall mean any land area or structure or combination of land area and structure used for storing, salvaging, processing, reducing, incinerating or disposing of solid waste.
- (h) User - Shall mean any person or business situated in the Member Towns or County of Franklin service area authorized to use the Solid Waste Disposal Facility.

Article III - Length of Agreement

- 3.1 - This agreement shall remain in effect for a period of ten (10) years unless otherwise terminated in accordance with provisions for such termination contained in this agreement.
- 3.2 - This agreement may be extended by mutual agreement of the legislative bodies of the Members.

Article IV - General Terms

- 4.1 - The Town of Kingfield shall retain title to the land upon which the waste disposal facility is situated.
- 4.2 - Ownership of Capital Equipment shall be shared among the Members in accordance with the investment formula set forth in Article VI.
- 4.3 - Only Users as defined in Article II shall be permitted to use the facility.

Article V - Solid Waste Committee

- 5.1 - Organization and Operation
 - (a) - The Committee shall annually elect a Chair and Clerk
 - (b) - The Committee shall meet at least twice annually in May and December
 - (c) - Special meeting shall be scheduled upon request of one Member
 - (d) - A Quorum for any meeting shall consist of the majority of Committee members
 - (e) - Chair shall notify Members of forthcoming meeting and shall provide copies of material pertinent to the agenda for such meeting at least seven days in advance of the meeting

- (f) - All decisions of the Solid Waste Committee, except as may be provided for elsewhere in this agreement, shall be by simple majority

5.2 - Committee Functions

Committee Functions shall be the Administration, Operation and Maintenance of the Waste Disposal Facility including but not limited to the following:

- (a) - Development of an annual budget to cover operation, maintenance and procurement of capital equipment, such proposed budget to be presented for consideration to the legislative body of each member
- (b) - Establishment of Facility operating schedule
- (c) - Development of Site Operations Manual including rules and procedures with which users shall comply, and establish penalties for noncompliance
- (d) - Contract with other towns or territories for use of Waste Disposal Facility subject to conditions determined by the Solid Waste Committee
- (e) - Contract for removal of Solid Waste from Waste Disposal Facility

Article VI - Cost/Finances

- 6.1 - Capital Costs and Operating Expenses shall be assessed according to the following table:

Kingfield	45 percent
New Portland	40 percent
County of Franklin	15 percent

- 6.2 - The above table shall be reviewed at two-year intervals beginning in 1994 and may be changed by vote of the Solid Waste Committee. The criteria for change shall be determined by the Solid Waste Committee with Population as a primary factor in the alternation of the assessment formula.
- 6.3 - The Solid Waste Committee shall develop an annual budget to cover anticipated operation and maintenance costs. The proposed budget shall be transmitted to Members prior to *December 31* of the year prior to which is it applicable.
- 6.4 - Any surplus remaining in the operating budget shall become a part of the budget for the ensuing year

- 6.5 - Each Member shall pay one-quarter of its annual operating assessment five working days prior to the beginning of each quarter. The fiscal year shall be consistent with the calendar year.
- 6.5.1 - A Member shall be assessed a penalty for overdue quarterly payments, such penalty to be the same as the maximum permissible by the state for overdue taxes
- 6.6 - Each Member shall raise its proportionate operating assessment annually
- 6.7 - The Town of Kingfield shall be designated by the Parties to this Agreement as the financial accountant for all funds associated with the operation and maintenance of the solid waste facility.
- 6.7.1 - The Town of Kingfield shall establish a separate financial account or accounts as required for such administration. the Town of Kingfield will provide the Solid Waste Committee with quarterly financial reports. Such reports may be provided at other intervals upon request of the Solid Waste Committee.
- 6.7.2 - A contingency fund shall be established to cover costs of emergency repairs and capital improvements as determined by the Solid Waste Committee. No less than five percent of each annual operating budget shall be deposited in the contingency account.
- 6.7.3 - An annual audit shall be conducted with the cost of such audit to be included in and made a part of the annual operating budget.

Article VII - Solid Waste Facility Operation

- 7.1 - The solid waste facility shall be open at least two days per week, one being either Saturday or Sunday. Establishment and modification of the operating schedule shall be a function of the Solid Waste Committee.
- 7.2 - All users of the solid waste facility shall be required to display a user identification sticker which are available at the New Portland and Kingfield town offices.
- 7.3 - Users of the solid waste facility shall comply with provisions of the operating manual. Failure to do so may result in revocation of the right to use the facility. Penalties shall be administered at the discretion of the Solid Waste Committee.
- 7.4 - The Solid Waste Facility will be operated in accordance with state law, Department of Environmental Protection rules and regulations and the Site Operations Manual.

Article VIII - Personnel

- 8.1 - The Solid Waste Committee shall employ such persons as it deems necessary and appropriate for the accomplishment of the purposes of this agreement.
- 8.2 - The Solid Waste Committee shall fix its employees' compensation and benefits
- 8.3 - Employees shall be included in the town of Kingfield Workman's Compensation, health insurance and such other employee benefit programs as deemed appropriate by the Solid Waste Committee, which costs shall be incorporated in the annual operating budget.
- 8.4 - Direct compensation and benefits for employees shall be included in and made a part of operation and maintenance costs
- 8.5 - The Solid Waste Committee shall establish job descriptions and rules and regulations to govern its employees in the performance of their duties.

Article IX - New Members

- 9.1 - Any Town or County desiring Member status shall submit a request for such status to the Solid Waste Committee which after due consideration of the request may accept the application and upon such acceptance establish the applicant's prorata share of future operations and maintenance costs
- 9.2 - An applicant for Membership shall, as a condition of Membership, be required to pay a prorata share of the facility capital costs and assume a prorata share of operation and maintenance costs.
- 9.3 - A new Member shall be accepted only after its acceptance of this agreement as evidenced by a majority vote of the applicant's legislative body .
- 9.4 - The composition of the Solid Waste Committee shall be adjusted to accomodate the new Member. Such adjustment shall be formalized by amending Article II, if necessary. A new Member's representation on the Solid Waste Committee shall be consistent in number and form with representation of the original Members.

Article X - Withdrawal from this Agreement

- 10.1 - A Member may withdraw from this agreement by giving notice of such withdrawal at least one year in advance of the anticipated withdrawal date.
- 10.2 - The Member proposing withdrawal shall provide the Solid Waste Committee with written notification of intent to submit the withdrawal proposal to the Member's legislative body.

- 10.3 - Withdrawal is contingent upon a majority vote of the Member's legislative body affirming the withdrawal proposal
- 10.4 - Withdrawal shall become effective 365 days after the date on which the Member secures an affirmative vote to withdraw
- 10.5 - The withdrawing Member shall be reimbursed its proportionate share of contingency and operating accounts less any expenditures prior to the effective withdrawal date. It shall not be reimbursed for capital equipment expenses occurring prior to the notice of withdrawal. Reimbursement shall not include payment of interest on funds to be reimbursed.

Article XI - Termination

- 11.1 - This agreement may be terminated by majority vote of the Solid Waste Committee followed by affirmative votes of the Members' legislative bodies
- 11.2 - Upon termination of this agreement all capital items of joint ownership shall be appraised and sold with the value received from such sale distributed according to the funding formula then in effect. The method of appraisal and/or sale shall be determined by the Solid Waste Committee.

Article XII - Modification of Agreement

- 12.1 - Terms of this agreement may be modified or amended upon approval of the proposed modification by Members. Member approval shall consist of an affirmative vote by Boards of Selectmen and Franklin County Commissioners.
- 12.2 - Modification or amendment shall require unanimous approval of the Members.

For the Town of Kingfield

Edmund P. Woodcock
James M. Lee
Donald E. Tranta

For the Town of New Portland

Wanda Jay Stewart
Richard W. Parker
Lisa D. Patis

For the County of Franklin

Stephen A. Sean
Ray T. McNamee
Fredrick W. Hardy

Dated 1-5-93