

**AGREEMENT BETWEEN THE
TOWN OF BUCKFIELD
AND
TOWN OF SUMNER
FOR DISPOSAL OF SOLID WASTE & RECYCLING**

WHEREAS the Towns of Buckfield and Sumner are members of the Maine Waste to Energy (MWE) and therefore are contractually obligated to transfer solid waste to said MWE; and

WHEREAS the present Buckfield-Sumner Solid Waste & Recycling Transfer Station facility located at 114 Sumner Road in Buckfield, Maine satisfies the need for a solid waste and recycling transfer station site; and

WHEREAS it is the mutual advantage of all parties to enter into an Agreement to proportionately share all expenses and revenues;

THEREFORE, the Towns of Buckfield and Sumner hereby agree to the terms of this Agreement to jointly operate a solid waste and recycling disposal transfer system.

I. DEFINITIONS

- A. *Member*: Shall mean the Town of Buckfield and the Town of Sumner and any other Town admitted by the Solid Waste Committee and approved by the respective Town's legislative body.
- B. *Solid Waste Committee*: Shall be composed of all three (3) Selectmen from the Town of Sumner, three (3) Selectmen from the Town of Buckfield chosen annually by the Buckfield Select Board, and Buckfield's Town Manager.
- C. *User*: Shall mean any person residing in the member towns on a seasonal or year-round basis. It shall also mean any business located in the member towns.

II. TERM OF AGREEMENT

- A. This Agreement shall remain in effect for ten (10) years unless otherwise terminated in accordance with other provisions of this Agreement.
- B. This Agreement may be extended by the mutual consent of all members.

III. GENERAL TERMS

- A. The Town of Buckfield shall be primarily responsible for administration, operation and maintenance of the solid waste and recycling disposal and

transfer system. Administrative and operational concerns not covered by this Agreement shall be the responsibility of the Town of Buckfield.

- B. The Town of Buckfield shall retain ownership of the existing site located at 114 Sumner Road in Buckfield, Maine and said site shall be used as the location of the solid waste and recycling disposal and transfer station system as long as capacity allows.
- C. Development of a new site shall be at the discretion of the Solid Waste Committee. New site development shall be subject to approval of the member's town meeting.
- D. The Town of Buckfield shall retain title to all capital items, except in the event that a new site is developed, then it will be owned by the Town in which it is located. The cost of capital items, with the exception of the site(s), will be shared by the apportioned shares set forth in this Agreement. The disbursement of capital assets will be shared, upon termination of this Agreement, according to the terms of this Agreement.
- E. The existing site and any new site(s) shall be leased to any new member(s) with the terms and conditions of said lease to be negotiated separately.
- F. Each member shall maintain a contract with Maine Waste to Energy (MWE) for solid waste disposal. Fees for disposal shall be paid through the operating budget in accordance with the apportioned shares set forth in this Agreement.

IV. SOLID WASTE COMMITTEE

- A. The Solid Waste Committee shall have the following powers:
 - 1. Determine an annual budget including capital terms based on a July 1 - June 30 fiscal year. The budget shall be subject to approval of the member's Town Meetings.
 - 2. Determine operating hours and days.
 - 3. Develop supplemental budgets for expenses not included in the annual budget subject to approval of the member's respective Town Meeting.
 - 4. Develop a *Site Operations Manual* including the procedures and rules users must comply with when using the transfer station system.
 - 5. Admit other members by majority vote subject to approval of the member's Town Meetings and subject to terms and conditions which the Committee may require from the new member.

- B. Committee Meetings:
1. The Committee shall meet at least twice annually.
 2. A meeting may be called by the vote of the Board of Selectmen of any member town.
 3. The Committee shall annually select a Chairperson from its membership alternating annually between the member towns.
 4. The Chairperson of the Committee must notify all members of meeting at least ten (10) days in advance and post public notice in accordance with State law.
 5. All decisions of the Committee, except where provided for in other sections of this Agreement, shall be by a simple majority.
 6. A quorum of the Committee shall be constituted of four (4) Selectmen, two (2) from each town.
 7. Buckfield's Town Manager shall be allowed to vote only in the event of a tie vote.

V. OPERATION

- A. The site shall be open to the users at least two (2) days per week, one (1) day being Saturday and another day as determined by the Solid Waste Committee.
- B. All users must display on their vehicle a Permit sticker obtained from the member's Town Offices at no cost to the user.
- C. All users must comply with the terms and conditions of the *Site Operations Manual*. A user violation may be subject to a penalty barring the user from the transfer station system site. Such a penalty shall be administered at the discretion of the Solid Waste Committee.
- D. The Solid Waste Committee shall establish which recyclable materials shall be accepted, in what allowable quantities and how they shall be processed and transported. Specific information regarding recycled materials shall be included in the *Site Operations Manual*.
- E. The transfer station system site operations shall be in accordance with State Law, DEP regulations, and the Site Operations Manual.

VI. COST / FINANCES / ACCOUNTING

- A. All capital and operating expenses as well as non-operational revenue shall be apportioned as follows:

<u>TOWN</u>	<u>SHARE</u>
Buckfield	65%
Sumner	35%

- B. The aforementioned apportioned shares shall be reviewed every five (5) years and may be changed by vote of the Solid Waste Committee.
- C. The review shall at least include the population of each member's town. Any other method used to conduct the review shall be determined by majority vote of the Solid Waste Committee.
- D. The Treasurer/Bookkeeper of the Town of Buckfield shall be the person delegated and responsible to maintain financial accounts, open/close bank accounts as needed, and make sound investments if/when an opportunity arises.
- E. The Treasurer/Bookkeeper of the Town of Buckfield shall maintain an interest-bearing account separate from the operations account for the purpose of depositing revenues received and are not part of the operations budget (such as but not limited to recycling revenue, MWE dividends, year-end surplus from the operations budget, proceeds from the sale of property/equipment owned by the members). This separate account shall also be utilized for the purpose of withdrawing funds to balance the operations budget when there is a shortfall and for expenses not part of the operations budget and approved by the majority of the Committee. The Treasurer/Bookkeeper shall maintain a record that tracks the member's apportioned shares of the funds contained this account.
- F. Each member shall forward one-quarter (1/4) of their apportioned share of the operations budget on or before the first day of each quarter.
- G. The Treasurer/Bookkeeper of the Town of Buckfield shall provide to all members of the Committee and within fifteen (15) days from the last day of each quarter a report consisting of all financial activity.

VII. WITHDRAWAL

- A. Members may withdraw from this Agreement with a one (1) year written notice to the Committee.
- B. The Board of Selectmen from the withdrawing town shall provide written notice to the Committee stating their intent to bring their recommendation to withdraw to a duly called town meeting.
- C. Notice of the town meeting approved withdrawal must be submitted in writing to the Committee within seven (7) days from the date of town meeting approval.
- D. Withdrawal shall become effective three hundred sixty-five (365) days

after the date of the town meeting at which the withdrawal vote was taken. This requirement may be waived by majority vote of the Committee.

- E. Upon confirmation and direction from the Committee, the withdrawing member, shall receive from the Town of Buckfield's Treasurer, a check equivalent to the withdrawing member's apportioned share contained in the interest bearing account plus the withdrawing member's prorated amount of the current quarter's operations budget payment.

VIII. TERMINATION AND EXPIRATION

- A. This Agreement may be terminated by vote of the Committee and approval of the member's town meeting.
- B. Upon termination or expiration of this Agreement, all capital items shall be appraised or sold and the value divided according to the aforementioned apportioned shares. The method of appraisal or sale shall be determined by the Solid Waste Committee.
- C. The Town(s), in which the transfer station system site(s) is / are located, shall retain ownership of the site.
- D. Upon termination or expiration of this Agreement, all members shall be liable for their aforementioned apportioned share to close the site to minimum State and Federal standards.

IX. BREACH OF AGREEMENT

A member shall be deemed to be in breach of this Agreement if it fails to comply with other provisions of this Agreement. The Committee shall give written notice of specific acts of omissions which constitute breach. The member so notified shall have thirty (30) days to conform. If the member fails to conform within the above mentioned time period, then the Committee or the member has the power to submit the question to the arbitration procedure established in Section X.

X. ARBITRATION

In the event the Committee or a party under notice of breach elects to submit a question of breach to arbitration, the following provisions shall govern:

- A. The Committee and the party under notice of breach shall each select a representative and the two persons so selected shall choose a third neutral person, and the three persons so selected shall constitute an Arbitration Board. If either party does not select its representative or if the two representatives fail to agree upon, select and name a third neutral person within ten days, either party may request the *American Arbitration Association* to utilize its procedures for making such selection.

- B. The Arbitration Board jurisdiction shall be limited to the interpretation or application of the terms of this agreement.
- C. As soon as possible after the selection of the neutral person, the three arbitrators shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as they deem appropriate. Hearings shall be informal, and rules of evidence prevailing in judicial proceedings shall not be binding.
- D. The Arbitration Board shall, by majority vote, make written findings and shall render a decision which, with the exception of fraud, shall be binding upon the Committee and its members.
- E. The cost of arbitration proceedings shall be shared by all members of the Committee.

XI. AMENDMENTS

- A. Proposed amendments shall be passed by a majority vote of the Committee and subsequently forwarded to member towns for approval at town meeting.
- B. Amendments to this Agreement shall become effective upon passage by all member's town meetings.

Dated at 7:32 PM, Maine this 12 day of Dec 2023,
20 .

Sandra Fickett
Buckfield Selectman

[Signature]
Buckfield Selectman

[Signature]
Buckfield Selectman

[Signature]
Buckfield Selectman

Analea Cormier
Buckfield Selectman

Joel D Chapman
Sumner Selectman

[Signature]
Sumner Selectman

[Signature]
Sumner Selectman

MAINE NOTARY ACKNOWLEDGMENT

THE STATE OF MAINE

COUNTY OF OXFORD

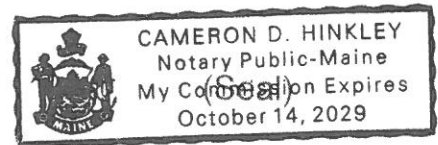
The foregoing instrument was acknowledged to me this 5th day of December 2023, at Buckfield, Maine, by Robert Hand, Sandra Fickett, Azalea Cormier, Heather Henley and Peter Fickett to be their free act and deed.



Notary Public Signature

Print Cameron D Hinkley

My commission expires: October 14, 2029



MAINE NOTARY ACKNOWLEDGMENT

THE STATE OF MAINE

COUNTY OF OXFORD

The foregoing instrument was acknowledged to me this 12th day of December 2023, at Buckfield, Maine, by Joel Chapman, Jesse Wallingford, and William Savage to be their free act and deed.



Notary Public Signature

Print Cameron D Hinkley

My commission expires: October 14, 2029

