

B.C.E.P. SOLID WASTE DISTRICT AGREEMENT

Agreement made this 14th day of March, 1992 by and between the Town of Barnstead, hereafter called "Barnstead", The Town of Chichester, hereafter called "Chichester", The Town of Epsom, hereafter called "Epsom"; and the Town of Pittsfield, hereafter called "Pittsfield"; all said parties being municipal corporations situated in the County of Merrimack or Belknap in the State of New Hampshire.

WITNESSETH:

WHEREAS, the parties wish to enter into a multilateral agreement among them selves pursuant to the Revised Statutes Annotated, Chapter 53-B, for the continuing operation of the B.C.E.P. Solid Waste Facility, so called.

NOW THEREFORE, upon the recommendation of the planning committee and in consideration of use of the facility and the mutual agreements herein contained, the parties hereto agree as follows:

- 1. Provision for sharing Construction Costs:** As this is an operating facility, and there are no initial construction costs involved, no provision is made there for.
- 2. Operation Costs of Facility:** The parties to this agreement shall bear the operating, capital, landfill closure and other costs of this facility prorated upon the basis of their respective populations as indicated by the most recent census by the State of New Hampshire. The share of each of the parties shall be provided to each town for inclusion in the respective annual budgets of said parties as noted in paragraph 7 and shall be payable to the B.C.E.P. Solid Waste District
- 3. B.C.E.P. Solid Waste District Committee.** A committee shall be appointed for supervision of the operation of the B. C.E.P .Solid Waste Facility in the following manner and with the following duties and powers:
 - a. Appointments:** Each year, on or before April 1, The Board of Selectmen of each of the participating municipalities shall appoint members as required to serve on the B.C.E.P. Solid Waste Committee. One member shall be a current member of the Board of Selectmen and shall be appointed for a term of one (1) year. The second member shall be a resident of the Town and need not be a member of the Board of Selectmen. Said member shall be appointed for a term of two (2) years, with the exception that upon this agreement taking effect, Barnstead's and Chichester's second member shall be appointed for a period of one (1) year and Epsom's and Pittsfield's second member shall be appointed for a period of two (2) years. Thereafter, each second member shall be appointed for a period of two years. Vacancies shall be filled by the respective Board of Selectmen. Appointment papers, or copies thereof shall be forwarded to the secretary of the B.C.E.P Solid Waste District. Upon failure of a Board of Selectmen to appoint members in a timely fashion, the existing members previously appointed shall remain authorized to carry on until such time as new members are appointed.
 - b. Authority of Members:** Each member shall have equal authority and carry one vote, with the exception that only Board of Selectmen members and/or the Treasurer shall have the authority to sign checks for expenditures by the facility .A quorum shall be defined as at least one representative from each of any three towns. A simple majority of the members present shall be sufficient for the transaction of business, after a quorum has been obtained, except as otherwise noted in this agreement. Capital expenditures shall require an affirmative vote of at least five (5) members of the committee. The committee shall have the authority to manage all aspects of the operation of the B.C.E.P. Solid Waste District, and shall have such additional authority as granted in RSA 53-B:7 and RSA 53-B:8. The committee shall have the duty to establish capital reserves in anticipation of future expenditures which might otherwise require bonding by the district. An affirmative vote of six (6) members of the committee shall be required for the district to incur debt, and to authorize the withdrawal of Capital Reserve funds.
- 4. Location of B.C.E.P. Facility.** The facility shall be located on Route 107, in Pittsfield, New Hampshire.

5. Admission to or Withdrawal from District. The admission to, or withdrawal from the district, of any municipality, shall require an affirmative majority vote, by ballot, of the legislative body of each member municipality , as well as such further requirements as detailed below.

a. Withdrawal. Should a member municipality request and obtain permission to withdraw from the District, it shall be liable to the district for such sums of money as the district committee may deem appropriate to cover the down-sizing of the facility, and its share of any debt, whether incurred or anticipated, of the District.

b. Admission. Should a non-member municipality request and obtain permission to join the District, it shall be liable to the district for such sums of money as the district committee may deem appropriate , including but not limited to, a proportionate share of the capital value the District Facility and equipment. "

6. Amending Agreement. This agreement may be amended only by majority ballot vote of all member municipalities at their regular or at a special town meeting.

7. Preparation and Adoption of Annual Budget. Each board of selectmen shall appoint one person from their community, on or before April 1 of each year, to serve as a budget committee member for the district. District committee members shall not be eligible to serve on the budget committee. The budget committee shall be advisory in nature and shall report to the district Committee. The District Committee, in cooperation with the budget committee, shall prepare a preliminary budget and apportionments for each member municipality for the upcoming year on or before December 1 annually. A public hearing shall be scheduled in mid December for the purpose of receiving public comment as required and under the guidelines of RSA 53-B:9. The District Committee shall then determine its final budget and certify the apportionment to each member municipality on or before December 31. Adoption of the annual budget shall require the affirmative vote of six (6) members of the Committee.

8. Administration. The committee may select an administrator for the facility who shall serve at the Committee's pleasure. The District Administrator shall have authority to manage the financial and operational aspects of the District. It shall require an affirmative vote of five members to employ or dismiss the administrator, or to set or change the terms of said employment or dismissal.

9. Solid Waste Ordinance. The duly authorized officials of the participating towns shall cause to be enacted a uniform ordinance governing use of the district facility, as written and approved by ule B.C.E.P. Solid Waste Committee, which shall be a prerequisite to usage of the facility by each participating municipality.

10. Payment Procedure. The treasurer of the District shall notify each member municipality of the dates and amounts of their apportionment due. In the event that anyone of the member municipalities is 30 days overdue in payment of any of the sums required to be paid to the B.C.E.P. Solid Waste District under this agreement, the District Treasurer shall notify the Board of Selectmen of such town in writing of the delinquency and the Committee may, commencing five days after the mailing of such notice, close the refuse disposal facility to the inhabitants of such town for as long as the delinquency continues. The Committee may take such action without waiving any other legal remedies which it may have. The Committee at its discretion may charge the delinquent party interest on any delinquent amounts at the rate of two percent (2%) per month, which is an annual interest rate of twenty four percent (24%).

11. Committee Meetings: The Committee shall meet a minimum of once monthly. A current schedule of said meetings shall be posted at the offices of each member municipality .

12. Rules and Regulations: The committee shall have the authority to establish such additional rules and regulations it deems necessary for the efficient operation of the District, providing they are consistent with this agreement, and RSA 53-B and RSA 149-M.

13. Severability: The invalidity of any provision of this agreement shall not affect or impair . any other provision.

14. Date of Effect of Agreement. This agreement shall take effect immediately upon passage of the legislative bodies of the four municipalities. The Board of Selectmen in each municipality shall cause the Town Clerk to certify the outcome of all municipal votes concerning the District, in writing, to the District Committee. .

15. Real Estate: The Town of Pittsfield shall issue to the district as a minimum, and for the sum of one dollar (\$1.00), a quitclaim deed to any interest the town may have in the two parcels of real estate currently occupied by the district facility and recorded at the Merrimack County Registry of Deeds in Book 534, Page 312 and Book 1368, Page 368.

16. Services Fee: In recognition of fire, police and other services provided to the District by the town of Pittsfield, the District will pay the sum of \$6,000.00 to the town of Pittsfield starting in 1992, and thereafter on an annual basis as of December 31, an amount adjusted yearly by any increase or decrease in the Consumer Price Index from the base year and month, as determined by the State of New Hampshire, Office of State Planning.

As witnessed by the signatures of the duly elected officials of the respective communities.

Town of Barnstead signed April 15, 1992 by Paul A. Golden - Leonard G. Tasker

Town of Chichester signed March 17, 1992 by Virginia Ricker – Frederick W. Fenton – Jeffery C. Jordan

Town of Epsom signed March 16, 1992 by John F. Hickey – Sue Bickford – Laurence D. Yeaton

Town of Pittsfield signed March 19, 1992 by Neil M. Delory – Donna J. Webber – John Kidder