

# **SOUHEGAN REGIONAL LANDFILL DISTRICT REVISED AGREEMENT**

**Approved by the SRLD Board on the 5<sup>th</sup> day of April, 2012**

Agreement among the towns of Amherst, Brookline, Hollis and Mont Vernon, New Hampshire, hereinafter sometimes referred to as "member towns."

*Whereas* the member towns voted in 1974 to adopt an agreement creating a regional refuse disposal district pursuant to New Hampshire Revised Statutes Annotated, Chapter 53-B, now known as the Souhegan Regional Landfill District; and

*Whereas* RSA Chapter 53-B has since been amended, and it is the desire of the member towns to revise their agreement so as to fully conform to the amended statute; and

*Whereas* some aspects of the District's current operation are not fully addressed by the 1974 agreement, and it is the desire of the member towns to increase the clarity of the District's organization and authority with respect to the supply of solid waste / recyclables services to the member towns; and

*Whereas* the 1974 agreement provided for its amendment by majority vote of a town meeting in each member town; however all four member towns adopted a warrant article at their respective 1987 annual town meetings, authorizing amendments to the agreement to take effect upon approval by all member towns by their respective boards of selectmen;

*Now, Therefore*, the member towns, in consideration of the mutual promises herein contained, do hereby agree that the Souhegan Regional Landfill District, hereinafter referred to as the "District," shall continue in existence as a solid waste / recyclables management district under RSA Chapter 53-B, and shall be governed by the following revised agreement. This document contains the entire agreement among the member towns. All written or oral representations, leases or agreements heretofore made among member towns, or between member towns and the District, are merged into this agreement, which alone fully and completely expresses their respective obligations. No right or obligation set forth in this agreement may be assigned to any other party or person.

## ***SECTION I – THE DISTRICT COMMITTEE***

### ***A) Composition.***

The powers and duties of the District shall be vested in and exercised by a District Committee, hereinafter referred to as the Committee.

1. Each member town shall be represented by one (1) committee member plus one (1) additional committee member for each additional 5,000 in the town's

population or part thereof over the first 5,000, with a cap of 3 committee members for any town.

2. Members of the Committee shall be appointed by the board selectmen of each member town for a definite term to be determined by the respective appointing board at the time of appointment, not to exceed three years.

***B) Vacancies; Removal.***

If a vacancy, as defined in RSA 652:12 occurs on the Committee, the board of selectmen of the town represented by the vacant position shall, within thirty (30) days after such vacancy occurs, appoint a person to fill the vacancy. A Committee member may be removed from office only by the board of selectmen of the town the member represents.

***C) Organization.***

Annually at the first regular meeting of the Committee held in the month of April, the Committee shall organize and choose a chair from among its membership.

At that meeting or at any other meeting the Committee shall appoint a treasurer and a secretary, who may be the same person, and who need not be members of the Committee, shall choose such other officers as it deems advisable, shall determine the terms of office of its officers (except the chair who shall be elected as provided above), and shall describe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

***D) Powers and Duties.***

The Committee shall have all the powers and duties conferred and imposed upon solid waste management district committees by RSA Chapter 53-B, and any amendments thereto, now or hereafter enacted, or as may be specified in any other applicable general law or specified law, and such powers to be exercised in a manner consistent with the powers and duties as conferred and imposed upon it by this agreement. No debt of any duration, and no contractual obligation which will remain outstanding for more than 5 years shall be incurred without an opportunity for rejection by member towns, as set forth in RSA 53-B:7, VI and 53-B:7, XX. However such an opportunity to reject shall not apply to contractual obligations for fewer than 5 years (the same not being defined as 'long term contracts' under RSA 53-B:2, V). In recognition of the fact that the 45-day period for rejection, as set forth in those sections, may be difficult to meet in the holding of a special town meeting, particularly for a town with the Official Ballot Referendum form of meeting, the parties hereby agree that so long as a warrant calling for the rejection of such District debt or long-term contract has been properly posted within 20 days after a town's receipt of the written notice as provided in RSA 53-B:7, VI(b) and 53-B:7, XX(b), and so long as the special meeting has been scheduled for a time as promptly thereafter as is reasonably practicable, in accord with the applicable statutes, then such debt or long-term contract shall not be

entered into until a legislative body vote on such question has occurred and, such vote shall be effective even if the actual vote, because of difficulties in scheduling a vote of the legislative body, takes place beyond the 45 day period for rejection.

***E) Quorum.***

The quorum for the transaction of business shall be a simple majority of the Committee but a number less than simple majority may adjourn.

***F) Legal Address.***

The Committee shall establish a permanent mailing address so as to legally conduct business as authorized by the State of New Hampshire.

***SECTION II – APPORTIONMENT AND PAYMENT OF COSTS***

***A) Classification of Costs.***

For the purpose of apportioning assessments levied by the District against member towns, costs shall be divided into two categories: capital costs and operating costs.

***B) Capital Costs.***

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land for the common good, the cost of constructing, reconstructing or adding to District buildings, the cost of materials for site work related to the placement or operation of District equipment, the cost of consulting services related to capital projects, the cost of any new equipment necessary for District operations, and all costs incidental to the closed landfill referred to in Section VII. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs. For purposes of this Section only, capital costs shall include all funds annually budgeted to a separate equipment reserve account for the purchase or replacement of equipment and all funds budgeted to a separate landfill reserve account for costs incidental to the closed landfill referred to in Section VII.

***C) Operating Costs.***

Operating costs shall include all costs not included in capital costs as defined in Section III (B) but including interest on temporary notes issued by the District in anticipation of revenue.

***D) Apportionment of Capital Costs.***

Capital costs shall be apportioned among the member towns and charged annually on the basis of the twelve month total of solid waste / recyclables tonnage for which the District is responsible. The twelve month period on which this calculation is based shall normally begin 14 months prior to the beginning of the fiscal year for which the apportionment is being made. The total of solid waste / recyclables tonnage shall be the total of solid waste / recyclables tonnage for which the District is responsible that

is removed from the member towns' transfer stations and delivered to final disposal facilities during the twelve month period specified above. Each member town shall pay its share of the capital costs in the proportion that their total solid waste / recyclables tonnage bears to the aggregate of the total solid waste / recyclables tonnage of all member towns.

***E) Apportionment of Operating Costs.***

Operating costs shall be apportioned among the member towns and charged annually on the basis of the twelve month total of trash tonnage. The twelve month period on which this calculation is based shall normally begin 14 months prior to the beginning of the fiscal year for which the apportionment is being made. The total of trash tonnage shall be the total of trash tonnage for which the District is responsible that is removed from the member towns' transfer stations and delivered to solid waste facilities during the twelve month period specified above. Each member town shall pay its share of the operating costs in the proportion that their trash tonnage bears to the aggregate of the trash tonnage of all member towns.

***F) Times of Payment of Apportioned Costs.***

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided by subsection III(B), of the capital and operating costs. The annual share of each member town shall be paid in four equal installments. Each installment shall be due by the 10<sup>th</sup> day of the first month of each calendar quarter.

***G) Remedies for Non-Payment.***

In the event any member town does not make the payments set forth in paragraph F above on the dates specified, interest shall accrue at the statutory rate provided in RSA 336:1, II. The District may institute any action allowed by law to collect such debt, and shall be entitled to reasonable costs and attorney's fees.

### ***SECTION III – BUDGET***

***A) Fiscal Year.***

The fiscal year of the District shall be January 1 – December 31, as set forth in RSA Chapter 53-B.

***B) Proposed Capital and Operating Budget.***

The Committee shall annually prepare a tentative budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy thereof to the Board of Selectmen of each member town on or before November 15, in such detail as the Committee may deem advisable.

***C) Final Operating and Capital Budget.***

The Committee shall hold a public hearing to present the proposed annual budget. Notice for the public hearing, as provided in RSA 53-B:9, shall at least 7 days in advance be given by publication of the budget and apportionment in a newspaper in general circulation in the District, and by posting a copy of the budget and apportionment in a public place in each municipality in the District. After the hearing, the Committee shall adopt the annual operating and capital budget, including debt and interest charges and any other current capital costs as separate items, on or before December 21, for the ensuing fiscal year and the said Committee shall apportion the amount necessary to be raised in order to meet the said budget in accordance with the provisions of Section II. The amount so apportioned to each member town shall, prior to December 31 of each year preceding the fiscal year to which said budget relates, be certified by the District treasurer to the board of selectmen of each member town.

***SECTION IV – MANAGEMENT OF SOLID WASTE / RECYCLABLES AND FACILITIES WITHIN MEMBER TOWNS***

***A) Facility Installation and Maintenance.***

Each member town shall provide, acquire, or otherwise take all action necessary to make available, a site within that town for a solid waste / recyclables collection station for use by the residents of that town. The District shall cause to be installed upon that site a solid waste / recyclables collection station, and shall have responsibility for maintaining all mechanical collection and transportation equipment. The town within which the facility is located shall construct and maintain roads, fences and landscaping upon the site, including all necessary access for the residents utilizing the site, and necessary access to and from the containers' loading and unloading area, including a reasonable area so that the equipment may operate and remove solid waste / recyclables. The town within which the facility is located shall, via fencing, site plans or otherwise, clearly delimit the boundaries of the site to be used for the collection station, and shall, by virtue of this agreement, be deemed to have granted to the District an unlimited easement to use such collection site, as well as town highways to and from the site, so as to facilitate the collection and removal of solid waste / recyclables from the collection station. The member towns shall be responsible for the retaining wall and everything on the side of the wall toward the public access to the disposal area. The District shall be responsible for the structures and supports from the sorting trays to the compactors/containers and the member towns shall be responsible for everything above/before the sorting trays (see pictures included in Appendix A). The member towns shall be responsible for getting power to the equipment disconnect and the District shall be responsible for getting power from the disconnect to the controls. The member towns shall be responsible for preparation to engineered standards and all labor to install the pad. The District shall be responsible for materials for a six-inch, fiber-

reinforced. 4500 pound. concrete pad unless other specifications are provided by the equipment manufacturer. The length of the pad will be no more than eight feet greater than the length of the equipment and box.

***B) Operation and Transportation.***

The District shall, in an orderly and timely manner, transport solid waste / recyclables from each collection site to such proper disposal facilities as it may determine and make available by contract or otherwise. Solid waste / recyclables shall not be interpreted to include any items that the final disposal facility/incinerator deems unacceptable. The list of items deemed unacceptable shall be communicated through the Souhegan Regional Landfill District Board of Directors. It is the intent of this agreement that the operation of the collection site within each member town pursuant to this agreement shall discharge any and all obligation which that town has, under applicable law, to provide for a solid waste / recyclables disposal facility for its residents. Each member town shall have primary responsibility for assuring that the operation of each site remains in compliance with all applicable laws and regulations pertaining thereto. The District, in fulfilling its responsibilities under this Section, shall take all necessary actions, as requested by the Town, which may be required for such site to remain in compliance with such laws and regulations. The operation of each site shall be deemed a governmental use, and shall be exempt from zoning and other local land use regulations, to the extent set forth in RSA 674:54.

***C) Staffing, Protection and Insurance.***

The member town within which the facility is located shall provide fire and police protection and such attendants or other staff as is necessary for the safe and legal operation of the collection site. Such town shall secure and provide liability insurance for the total collection site, and the District shall secure and provide liability insurance for the equipment owned by the District and utilized at the site.

***D) Regulation.***

District regulations governing the management of solid waste / recyclables within the District and the use of the collection sites shall be adopted by the District Committee to ensure that the collection and transportation of refuse may be made with the utmost safety, orderliness and efficiency, and in compliance with applicable laws. Such District regulations may govern matters including, but not limited to, those specified in RSA 149-M: 17, such as the issuing of permits to users of a site, conditions for such permits, the types of waste which may be deposited at a site, the manner in which it must be bagged, separated or otherwise organized in order to be deposited, the establishment and structuring of fees for the deposit of waste at a site, and penalties for violations. Prior to adopting any such regulations, the Committee shall hold a public hearing with seven days' notice posted in each member town and published in a newspaper in circulation in the District. At the request of the board of selectmen of any member town, a separate public hearing shall be held within that town. Violations of

such regulations shall be enforceable by both the District and the town where such violation occurs.

## ***SECTION V – AMENDMENTS***

### ***A) Limitation.***

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness/liabilities of the District then outstanding, or the rights of the District to procure the means for payment thereof.

### ***B) Procedure***

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VI), may be initiated by a vote of a majority of all members of the Committee. The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal. Each board of selectmen shall hold a public hearing, with seven days' advance notice posted in two public places in the town, and published in a newspaper in general circulation in the town. Following the public hearing, the respective board of selectmen shall vote upon the proposed amendment. Such amendment shall take effect upon its acceptance by vote of the boards of selectmen of all member towns.

### ***C) Procedure Where Amendment Is Less Than Unanimous.***

In the event that a proposed amendment to this agreement is approved by all but one of the member towns' boards of selectmen, the Committee may, at least 60 days after the last-occurring vote of those boards approving the amendment, propose the same amendment a second time in the manner set forth in paragraph B. If the outcome is the same, then the town disapproving the amendment shall be allowed to withdraw from the District in the manner set forth in Section VI, and if such withdrawal has not occurred within 120 days of the last-occurring second approval of the amendment by the approving towns, then the amendment shall take effect without the approval of the disapproving town.

### ***D) Admission of New Municipalities.***

New municipalities may be admitted to the District only in the manner established in this Section for amendment of this agreement.

***E) Dissolution.***

The District shall not be dissolved except in the manner established by this Section for amendment of this agreement. Any such amendment shall comply with paragraph A of this Section, and shall make full provision for continuing responsibility for the closed landfill, as set forth in Section VII.

***SECTION VI – WITHDRAWAL***

***A) Limitations.***

The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

***B) Procedure.***

The clerk or board of Selectmen of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection V(A). The terms of withdrawal shall insure that the withdrawing town will pay its share of any temporary borrowing in anticipation of revenue which may be outstanding at the time of withdrawal. The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of the withdrawing town that the Committee has drawn up an amendment to the agreement providing for the town's withdrawal (enclosing copy of such amendment). The selectmen of the withdrawing town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the amendment, or the substance thereof. Such amendment shall take effect upon its acceptance by the withdrawing town, acceptance to be by a majority vote at a town meeting as aforesaid.

***C) Cessation of Terms of Office of Withdrawing Town's Members.***

Upon the effective date of withdrawal, the terms of office of the members serving on the District Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.



## ***SECTION VII – CLOSED LANDFILL***

### ***A) Acknowledgment Of Responsibility.***

It is understood and agreed that the District shall have continuing responsibility and obligation, in accordance with applicable laws, to maintain and monitor the condition of the closed sanitary landfill formerly operated by the District and located within the Town of Amherst, on a site composed of two tracts of land, the first described in a deed of Meric G. and Alice Elizabeth Arnold to the Town of Amherst, dated August 5, 1974 and recorded in the Hillsborough County Registry of Deeds at Volume 2368, Page 348, and the second described in a deed of Eleanor Van Vlaaderen to the Town of Amherst dated July 8, 1974 and recorded in said Registry at Volume 2377, Page 214, such responsibilities to be exercised in accord with all restrictions, covenants, conditions, easements and encumbrances of record, including, but not limited to, an agreement dated June 12, 1974 between the Town of Amherst and Ann Elizabeth and Meric Arnold, recorded in the Hillsborough County Registry of Deeds at Volume 2368, Page 353, as modified by agreement dated August 19, 1996, recorded at Volume 5753, Page 0714.

### ***B) Continuing Responsibility.***

Notwithstanding Section VI of this agreement, any withdrawing town shall remain responsible and liable for its annual share of the District's financial obligations related to the closed landfill site in the Town of Amherst, to the same extent as such obligation constituted outstanding indebtedness under Section VI(A) of this agreement. Such withdrawing town's share of such closed landfill obligations shall be computed in the manner as in Sections II(E) and II(F) of this agreement. Due dates for payments shall be as specified in Section II(G).

\* \* \*

On the 5<sup>th</sup> day of April, 2012, by unanimous vote, the Board of Directors of the Souhegan Regional Landfill District approved the attached Souhegan Regional Landfill District (SRLD) Proposed Revised Agreement. This vote also provided authorization for Bruce Berry, SRLD Chair, to forward this agreement to the Selectboards of the respective Member Towns for approval in accordance with RSA 53-B:6, (I), and the respective votes of the legislative bodies of the Member Towns at their 1987 annual meetings authorizing the amendment of this agreement by the respective Selectboards.

  
Bruce Berry, Chairman

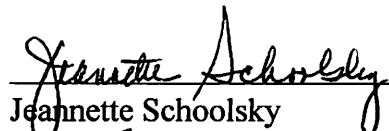
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Jeff Babel, Vice Chairman


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Bruce Bowler

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Jeannette Schoolsky

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John Esposito

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Gerald Farwell

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Judith Jones

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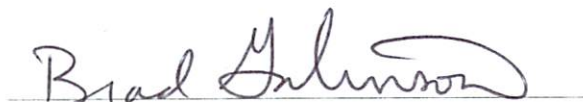
The attached Souhegan Regional Landfill District (SRLD) Proposed Revised Agreement, which was approved by the SRLD Board on the 5th day of April, 2012, is hereby approved by the Board of Selectmen of the Town of Amherst, acting in accord with a procedure adopted under Article 23 of the March, 1987 Town of Amherst Annual Town Meeting.

  
Bruce Bowler, Chairman

6/18/12  
Date

  
Dwight Brew, Vice Chairman

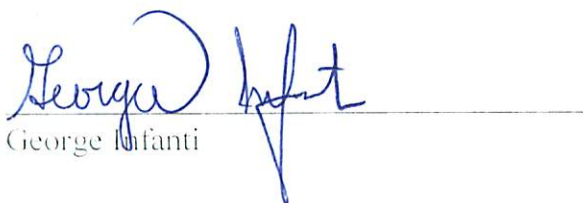
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Brad Galinson

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Thomas Grella

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George Infanti

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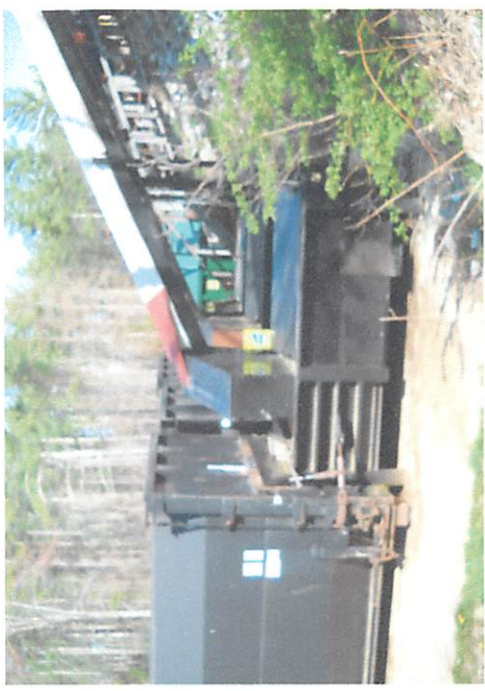


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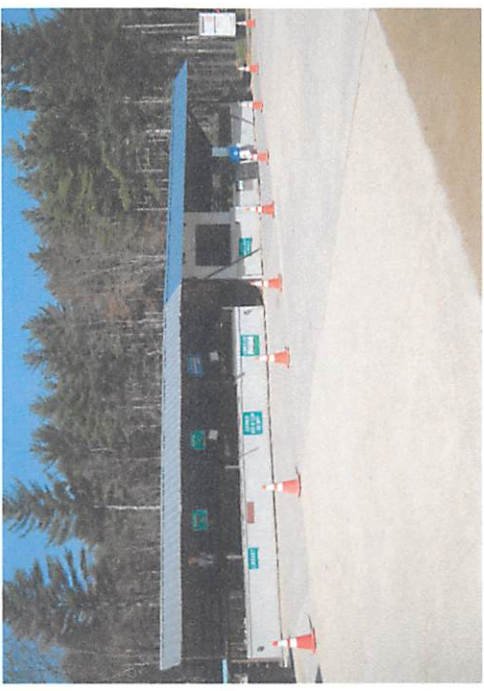
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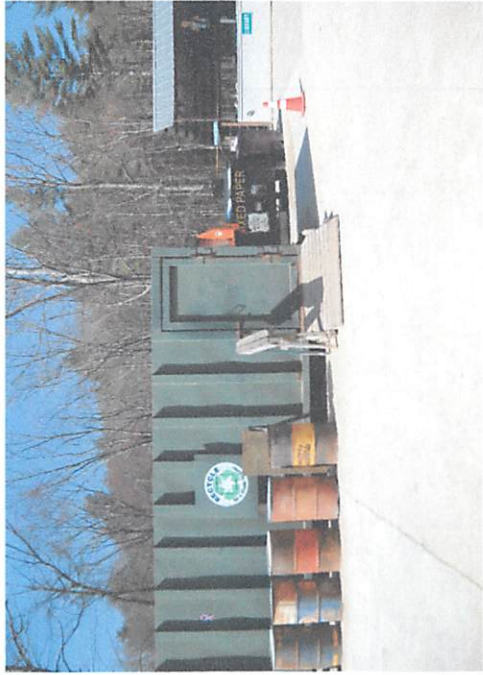
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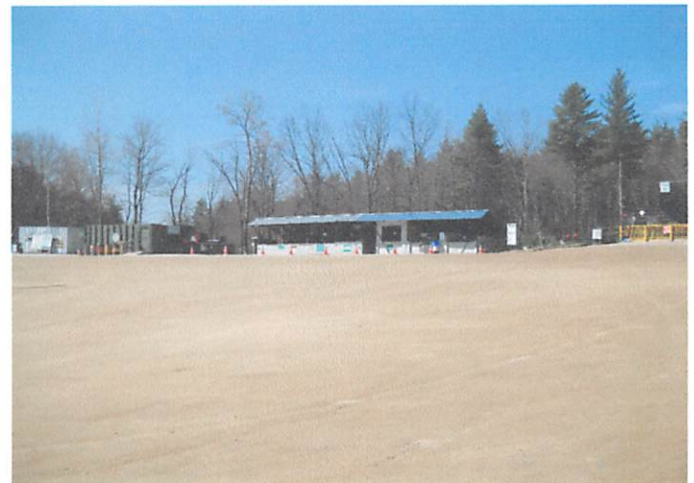
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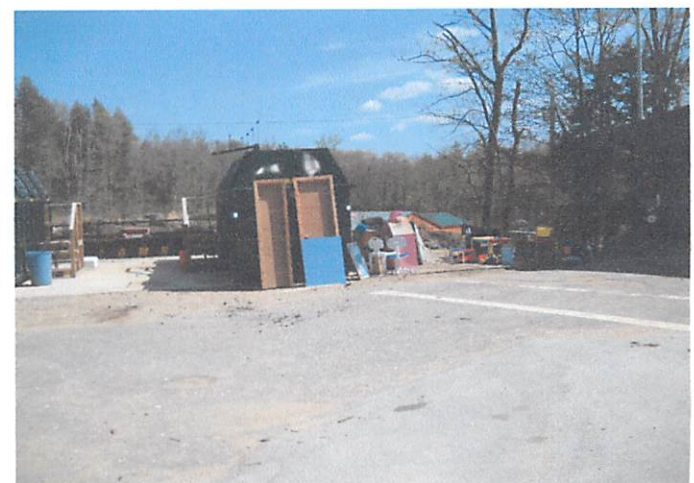
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