

EXTENSION OF INTERMUNICIPAL AGREEMENT FOR COOPERATIVE RECYCLING ON THE SOUTH SHORE

This agreement is made among the Towns of Abington, Cohasset, Duxbury, Hanover, Hanson, Hingham, Holbrook, Hull, Kingston, Marshfield, Norwell, Plymouth, Rockland, Scituate, Weymouth and Whitman (hereinafter the “members”) under Massachusetts General Laws, Chapter 40, Section 4A, and other applicable laws.

RECITALS

Whereas the members acknowledge that there is a critical need to eliminate, mitigate and prevent the adverse environmental and public health effects associated with the collection, processing and disposal of solid waste from whatever source derived, including municipal, industrial, domestic, commercial and other sources or activities;

Whereas the members desire to maintain full local authority and control over their solid waste management and recycling activities;

Whereas the members recognize that recycling conserves natural resources, reduces our reliance on landfilling and incineration of waste; and can be cost-effective; the members support the Commonwealth of Massachusetts’ goal to maximize the diversion of recyclable materials from the waste stream; therefore the members wish to work together in a cooperative effort to increase their recycling and decrease the amount of waste generated by members;

Whereas the members desire to reduce the costs to local taxpayers for solid waste management and to conduct their local recycling programs in the most cost effective manner; therefore the members desire to work cooperatively to reduce the costs to manage solid waste in an environmentally safe manner;

Whereas the members wish to maximize their purchasing power by joining together for regional procurements relating to solid waste disposal and recycling;

Whereas the members each have the power to enter into this Agreement under applicable Massachusetts law and Town Meeting or City Council votes duly adopted;

Now therefore the members mutually acknowledge the receipt of good and valuable consideration for this Agreement, consisting of the mutual promises and covenants set forth herein, and enter into this agreement to evidence that they have agreed as follows:

ARTICLES OF AGREEMENT

Article 1 South Shore Recycling Cooperative.

There is hereby established the South Shore Recycling Cooperative (hereinafter referred to as the "Cooperative"), which shall include those cities and towns as named above which have adopted this Agreement by vote of Town Meeting, Town or City Council.

Article 2. Purpose and Functions of the Cooperative.

The South Shore Recycling Cooperative is established to provide a forum of cooperative management of solid waste by members, to assist each member Town to improve the cost-effectiveness of their recycling efforts by providing economy of scale while maintaining full control over solid waste management; to assist members to improve programs to divert waste materials from the waste stream and to reduce the amount and toxicity of wastes; and to provide such assistance on an individual basis to each member Town and cooperatively in joint programs with other Towns.

Notwithstanding any provision herein, no member town shall be obligated to participate in any particular Cooperative contract, program, or procurement and each member town shall be free to establish its own contracts, programs or procurements independently of the Cooperative.

Article 3. Board of Directors.

The executive power of the Cooperative shall be vested in a Board of Directors consisting of two representatives from each member appointed for a three year term as provided by law, or by local charter or bylaw. These Board members shall serve until their successors are appointed and qualified. The bylaws of the Cooperative shall provide for how a member town's vote should be cast if the two representatives from the town cast opposite votes on the same motion.

Article 4. Authority and Functions of Board of Directors.

The Board of Directors is hereby authorized and directed to:

- a) Adopt and amend bylaws for the conduct of Board meetings and the regulation of its affairs, provided that such bylaws are consistent with this Agreement and any applicable special or general laws;
- b) Annually, no later than June 30 each year, elect from among its members a Chairman, Vice-Chairman, Secretary, and Treasurer;
- c) Submit a written report each year to each of the members detailing the services provided, funds received, and providing full financial disclosure;
- d) Conduct regional procurements for members;
- e) Prepare, advertise, and award regional contracts for recycling services on behalf of members;
- f) Develop and implement regional public education programs;
- g) Develop grant proposals to assist members to obtain state grants to help improve their solid waste management and recycling programs;
- h) Make recommendations and provide technical assistance to members concerning solid waste management and recycling;
- i) Recommend policies to members governing solid waste management and recycling; and

- j) Assist members to establish, where appropriate, facilities such as transfer stations, materials recycling facilities, collection centers, permanent household hazardous waste collection centers, or other solid waste facilities which provide necessary solid waste or recycling services for the host municipality and for other members.

Article 5. Effective Date.

- a) This Agreement shall take effect as of July 1, 2008.
- b) Before this Agreement becomes effective or binding on a city or town, it must be approved by vote of the respective Town Meeting or City Council in accordance with G.L. c. 40, §4A.

Article 6. Annual Membership Fees

Each member Town shall pay an annual Membership Fee to the Cooperative in an amount to be determined by the Board of Directors. Failure of any member Town to make such required payment or otherwise fund the required Membership Fee to the Cooperative at the time required shall be deemed a notice of termination in accordance with Article 9(a) hereof.

Article 7. Term.

This Agreement shall be in effect for a third five year term through June 30, 2013. The term hereof may be extended for additional five year periods by the affirmative vote, within the last year of the then-current term, of the town meeting, town or city council of each member municipality which desires to extend the term hereof. The failure of any one or more members to vote to extend the term hereof shall not prevent the other members from extending the term and continuing the Cooperative.

Article 8. Membership.

- a) A member municipality may join the Cooperative by vote in accordance with G.L. c. 40, §4a to approve this Agreement.
- b) A non-member municipality may become a member of the Cooperative upon:
 - (i) A vote by the non-member in accordance with G.L. c. 40, §4A to approve this Agreement; and
 - (ii) An affirmative vote by a majority of the Board of Directors to accept the non-member as provided in the bylaws of the Cooperative and subject to such conditions as the Board of Directors may impose.

Article 9. Termination.

- a) Any municipality may terminate its membership as of the end of a fiscal year by vote of town meeting or city council, as the case may be, without cause provided the Board of Selectmen or City Council, as the case may be, gives notice to the other members of the intent to terminate this Agreement no later than six months prior to the date of termination.
- b) In the event of termination, the municipality terminating the Agreement shall still be obliged to provide its required membership Fee, as provided in Article 6, for the entire fiscal year during which the notice of the termination was given. Any municipality giving notice of termination later than December 31 shall be obliged to provide the required membership fee to the Cooperative for the following fiscal year. Upon such termination, a former member shall have no further rights nor claims with respect to the property, assets, or other rights of the

Cooperative but shall be responsible for liabilities and claims with respect to the period of its membership prior to such termination.

- c) Termination of this agreement by one member shall not have the effect of terminating the agreement as to the remaining members.

Article 10. Amendment

The provisions, terms and conditions of this Agreement may be modified only by written amendments to this Agreement approved by all members by vote of their respective Town Meeting, Town or City Council.

Article 11. Severability

If any clause or provision of this Agreement or its application shall be held unlawful or invalid, no other clause or provision of this Agreement shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Article 12. Assignment.

No member shall have the right to assign or otherwise transfer its rights or obligations as a member under this agreement.

Article 13. Waiver.

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

Article 14. Interpretations.

For purposes of this Agreement, except where the context clearly indicates otherwise, the use of the singular shall include the plural and pronouns shall include both singular and plural and shall include all genders.

Article 15. Authority to create entity

If the Board of directors shall hereafter determine, it may create an independent legal entity by creating a not-for-profit corporation or through the adoption of special legislation.

Article 16. Liability

The individual member communities of the Cooperative shall not be liable for any actions or decisions of the Cooperative, and the Cooperative shall indemnify, defend and hold harmless each member from any claim, demand, action or cause of action arising from or caused by any action or decision made by or on behalf of the Cooperative.

APPROVED AND AGREED TO:

MAYOR or CHAIRMAN, BOARD OF SELECTMEN

TOWN OF _____ DATE: _____