

**AGREEMENT FOR SOLID WASTE MANAGEMENT
OF
NORWAY – PARIS SOLID WASTE, INC.
WITH ARTICLES OF INCORPORATION ATTACHED**

WHEREAS the parties to this agreement have the duty, for domestic and commercial solid waste generated within their respective territories, to provide solid waste disposal services pursuant to 38 M.R.S.A. § 1305 (1), as amended from time to time, and to demonstrate reasonable progress toward state recycling goals pursuant to 38 M.R.S.A. § 2133 (1-A), as amended from time to time;

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

WHEREAS the parties are authorized to contract pursuant to the Maine Interlocal Corporation Act, 30-A M.R.S.A. § § 2201-2207, as amended from time to time;

Now, therefore, the municipalities of Norway and Paris, also herein referred to as the parties, for and in consideration of the mutual promises and agreements hereinafter stated, and the performance thereof, do hereby promise and agree as follows:

PART 1. PURPOSE

The purpose of this agreement is to provide for the management of solid waste generated within the territories of the parties.

PART 2. DEFINITIONS

“Non-complying user” shall mean any member or non-member depositing solid wastes at any joint solid waste disposal facility operated by the Corporation who does not comply with adopted rules and regulations pertaining to the use or operation of the facility.

“Non-member” shall mean any municipality or resident person, firm or Corporation from said municipality, which deposits solid wastes at any joint solid waste facility operated by the Corporation which is not a party of this agreement.

“Solid waste” shall mean solid waste as defined in 38 M.R.S.A. § 1303-C (29), as amended from time to time and which currently reads:

“Solid waste” means useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septage or agricultural wastes or as otherwise permitted by DEP. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

“Solid Waste disposal facility” shall mean solid waste disposal facility as defined in 38 M.R.S.A. § 1303-C (30), as amended from time to time and which currently reads:

“Solid waste disposal facility” means a solid waste facility for the incineration or landfilling of solid waste or refuse-derived fuel. Facilities that burn material-separated, refuse-derived fuel, either alone or in combination with fuels other than municipal solid waste or refuse-derived fuels, are not solid waste disposal facilities.

PART 3. ADMINISTRATION

3.1 Board

The Certificate of Organization (Articles of Incorporation) of Norway-Paris Solid Waste, Inc., hereinafter called the “Corporation”, is attached to this agreement as Appendix A. The Directors of the Corporation, hereinafter called the “Board”, shall be seven in number. Directors are appointed in the following manner:

The selectmen of the member municipalities shall each appoint three directors. Appointments shall be for three (3) year terms and shall be staggered to provide a single expiration per year.

The seventh director shall be appointed for a one-year term by selectmen in the Town of Paris in odd calendar years, and appointed for a one-year term by selectmen in the Town of Norway in even calendar years.

No compensated employee nor a relative of an employee may serve as a director.

All terms shall commence on July 1 and shall expire at the appropriate end of the term, or at such a time as a successor is named, whichever comes first.

Directors and officers of the Corporation are limited to three consecutive terms.

3.2 Meetings

Officers of the Board shall serve for a term of one year. Board meetings shall be called by the President or as agreed to in the Corporation's by-laws. A quorum shall be a simple quorum of four directors.

Meetings of the Board shall be held on a monthly basis or more often as deemed necessary by the Board.

3.3 Powers

The Board shall have all necessary and incidental powers granted to directors of non-capital stock corporations under Title 13, Chapter 81, M.R.S.A., or as amended, subject to such limitations which are required by law and this agreement.

PART 4. FINANCE

4.1 Apportionment

Cost of acquisition, improvements and operations and items incidental thereto shall be paid for by:

- (a) appropriations from the member towns;
- (b) sale of refuse or property;
- (c) grants;
- (d) donations;
- (e) fees collected from members, non-members and non-complying users.

Appropriations shall be allocated between the parties in accordance with the following:

The member municipalities shall pay the following percentage:

Norway – 50%

Paris – 50%

The manner in which appropriations are financed shall be at the sole discretion of the municipalities, except that payments from member municipalities shall be made to the Corporation on a schedule expeditious to the Corporation's on-going operations (4.2).

All solid waste deposited at any transfer site, and/or disposal site, will become the property of the Corporation to be used and/or disposed of in any manner the Corporation deems appropriate.

4.2 Financial Procedures

The Board shall establish member, non-member, and non-complying user fees, determine recommended shares of costs, prepare a budget and transmit the same to the member municipalities no later than March 1 of each year. Fee changes shall be agreed upon by a majority vote of each municipality's Board of Selectmen.

The fiscal year shall be from July 1 through June 30. The member municipalities shall make 12 equal monthly payments to the Corporation, with the first payment due on July 1 of each fiscal year.

The Board shall engage a qualified public accountant to conduct an annual audit of the Corporation's accounts. The audit shall be conducted on the basis of auditing standards and procedures prescribed by the State Audit for Municipalities. A copy of the audit shall be filed with the Town Clerk in each municipality annually.

The Board may provide payments for services provided by the municipality in which the facilities are located.

The Corporation may accept in-kind payments from member municipalities upon approval of the Board.

PART 5. PROPERTY

5.1 Title

The Corporation shall control, through ownership or lease, all real and personal property. In the event a site for any facility is acquired through exercise of the power of eminent domain by any one of the parties, then the party so taking shall retain title to the property taken and shall lease the property to said Corporation. The term of the lease shall be the term of this agreement or the useful life of the site as a solid waste facility. The lessor party may elect to receive in-kind contribution credit for the cost of land acquisition. If the lessor party does not so elect, the other parties shall pay amounts which in sum equal the costs of taking, less the lessor party's proportionate share, such payments shared in accordance with the provisions of Section 4.1 herein above, or other such methods as the parties shall agree to.

5.2 Improvements

The Corporation shall plan, develop and construct all improvements, keep the same in good repair, and shall ensure all properties acquired by or leased to it.

5.3 Distribution of Assets

Assets of the Corporation remaining at the time of termination of this agreement shall be divided among the parties according to their proportionate payments or contributions to the Corporation during the full term of this agreement, subject to the following:

Upon termination of the agreement, all real property acquired by the Corporation shall be offered first for sale to the original owner as per the conditions of the original sales agreement, at the appraised market value of such property. Real property not purchased by the original owner shall be offered along with all personal property to the parties at the appraised market value of such property. Property not purchased by parties shall be sold at public auction or by public bid. Upon Termination of any lease under Section 5.1 herein above, the other parties shall retain a claim against the owner municipality for a share of the proceeds of any resale of such land, or, should the owner municipality elect to retain the land for other public uses, it shall have five years to pay the other parties for their interests in the land.

PART 6. PERSONNEL

6.1 Employment Status

The Board shall hire a Manager to handle all the day to day-to-day operations. The Manager shall hire and supervise all employees. All employees shall be employees of the Corporation and shall not be deemed to be employees or subject to procedures, supervision or rules of any other party. The Corporation shall be solely liable to any such employees for any liability for compensation or indemnity for injury or sickness arising out of or in the course of their employment.

6.2 Salaries and Benefits

The Board shall have the power to fix compensation and determine any benefits for its employees.

6.3 Rules

The Board shall establish rules and regulations to govern its employees in the performance of their duties, to include job descriptions, grievance procedures and procedures for hiring and termination.

6.4 Hiring and Termination procedures

The Manager shall advertise for any position created or opened. Applicants shall provide references and other information as the Manager may require. Applicants shall possess such qualifications as the Board shall establish. All hiring shall be conducted as is consistent with the laws and principles of an Equal Opportunity Employer.

Termination of employment shall be for cause and shall follow notice and opportunity for hearing.

PART 7. REMEDIES

7.1 Breach

A party shall be deemed to be in breach of this agreement if it fails to appropriate or make timely payment of its share of costs, or if it fails to perform or comply with any of the terms, provisions, or conditions of this agreement or of by-laws of the Corporation. The party so notified shall have 30 days to conform. If the party fails to conform within the above-mentioned time period, or if the party waives the time period, then the party or the Board shall have the power to submit the question of breach to the arbitration procedure established in Section 7.2.

7.2 Dispute resolution

Any dispute, including a dispute arising out of a notice of breach given by the Board to either party that cannot be resolved between the parties shall be resolved in the Oxford County Superior Court, which requires an alternative dispute resolution process early in the court proceedings.

7.3 Corporation is a third-party beneficiary

The Corporation is hereby declared to be a third-party beneficiary of this agreement and shall be entitled to seek enforcement of any term, provision or condition of this agreement.

7.4 Indemnification in case of liability to third parties

The parties agree to indemnify each other for any liability which a party or parties may incur as a result of a suit against the Corporation arising out of activities performed by it for the benefit of the parties. Any such indemnification shall be shared in accordance with the provisions of Section 4.1 herein above, or such other methods as the parties agree to.

7.5 Dissolution

At any time, by a five-sevenths vote of the Board, it may recommend to its municipalities that this agreement be terminated. Such recommendation shall include a statement of reasons therefore, and suggest an effective date. When such a recommendation has been made, the municipal officers shall cause the question of termination of the agreement to be prepared for determination by vote with secret ballots at the next annual town meeting. In addition, the municipal officers of the Town of Norway and the Town of Paris may concurrently propose dissolution to their respective voters regardless of whether there is such a recommendation from the Board. If both towns each vote affirmatively by two-thirds town meeting majority to withdraw, this agreement shall terminate.

If this agreement is terminated, the Board, with a time fixed by their designation, and in no case longer than twelve months from the effective date of termination, shall liquidate its assets and shall distribute assets and liabilities in a manner consistent with the intents of Section 5.3 of this agreement.

The Board shall pay debts and expenses, including the balance of any rental payments under any lease. It shall also distribute assets or liabilities proportionately among the towns according to the same formula as their assessments for capital support of the facility.

The Board shall undertake and conclude dissolution of the Corporation pursuant to same.

PART 8. ADOPTION, AMENDMENT

8.1 Duration

This agreement will continue in force for a term of 20 years from its effective date, and may be extended by a majority vote of its member municipalities. This agreement will be reviewed at a minimum of every 5 years by the NPSW Board and the Town of Norway and Paris Select-boards.

8.2 Adoption

This agreement shall not take effect with respect to parties' signatory unless the following occurs:

It has been approved by the legislature bodies of all parties and a majority of the municipal officers thereof have affixed their signatures below; and

It has been approved by the State Department of Environmental Protection; and

It has been filed with the Clerk of each of the parties and with the Secretary of State.

8.3 Review by Regional Planning Commission

This agreement and any amendments thereto will be filed for advisory review with the Androgenic Valley Council of Governments.

8.4 Amendment

This agreement may be amended by the parties in the same manner as provided in Section 8.2 herein above provided however that additional parties may be admitted to this agreement if two-thirds of the Board votes to admit such additional party, and the legislative body of the additional party accepts by appropriate action, the terms and conditions placed upon such entry by the Board.

Approved by Town of Paris Legislative Body June 13, 2009

Approved by Town of Norway Legislative Body June 15, 2009