

• Rutland County •
SOLID WASTE ALLIANCE COMMUNITIES

INTERLOCAL CONTRACT AND ARTICLES OF AGREEMENT FOR THE MANAGEMENT OF MUNICIPAL SOLID WASTE FOR THE TOWNS OF BENSON, CHITTENDEN, FAIR HAVEN, MIDDLETOWN SPRINGS, RUTLAND TOWN, SHREWSBURY, SUDBURY, TINMOUTH, AND WEST HAVEN, VERMONT.

This Interlocal Contract and Articles of Agreement, with an effective date of November 5, 2002, ***and amended date of April 8, 2008***, is entered into between the towns of Benson, Chittenden, Fair Haven, Middletown Springs, Rutland Town, Shrewsbury, Sudbury, Tinmouth and West Haven, all in the County of Rutland and the State of Vermont, acting by and through their respective Selectboards.

WHEREAS, the Town of Benson, Chittenden, Fair Haven, Middletown Springs, Rutland Town, Shrewsbury, Sudbury, Tinmouth, and West Haven (hereinafter "TOWNS") are responsible under Vermont Statutes, 24 V.S.A. Section 2202a, for the management of municipal solid waste; and

WHEREAS, said TOWNS desire to share resources for the economical provision of services and programs in the carrying out of their duties for municipal solid waste management; and

WHEREAS, 24 V.S.A., Chapter 121 provides that municipalities may contract with other municipalities to perform any governmental service, activity, or undertaking which each municipality entering into the contract as authorized by law to perform; and

WHEREAS, a majority of the voters in each of said TOWNS have approved this contract in accordance with the provisions of 24 V.S.A., Chapter 121;

NOW, THEREFORE, it is agreed by said TOWNS to adopt the following Interlocal Contract and Articles of Agreement:

ARTICLE I. – Purpose

The purpose of this Interlocal Contract and Agreement for the Management of Municipal Solid Waste is to provide for the efficient implementation of the Solid Waste Plan adopted by the said TOWNS in accordance with Act 78 and other Vermont Statutes concerning municipal administration, and implementation. The TOWNS that are parties to this Contract and Agreement shall be known as the Solid Waste Alliance Communities (SWAC).

ARTICLE II. – DURATION

1. This Contract and Agreement shall be automatically renewed annually. The withdrawal of one or more Town(s) shall not dissolve the Contract and Agreement between the remaining Towns.
2. If two-thirds of the representatives from each participating town determine that it is in the best interest of the member towns that SWAC be dissolved, and SWAC has

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no outstanding debt or obligations under long-term contracts, or will have no such debt or obligation upon completion of the Plan of Dissolution, SWAC shall submit a Plan of Dissolution to the voters of the member towns at a meeting of the town warned for such purpose. An affirmative vote of each of the remaining SWAC towns shall dissolve SWAC according to the Plan of Dissolution.

3. The Plan of Dissolution shall:

- a. Identify and value all SWAC assets;
- b. Identify all SWAC creditors, liabilities, and obligations;
- c. Specify the means by which SWAC's assets will be liquidated and obligations discharged;
- d. Specify the amount of money due from each member town, if necessary, to discharge the obligations;
- e. Specify the nature and amount of any liabilities or obligations to be assumed and paid by the member towns;
- f. Specify the means by which any assets remaining after discharge of all liabilities shall be liquidated, if necessary;
- g. Specify that any assets remaining after payment of all liabilities shall be apportioned and distributed among the member towns according to the same formula used in apportioning annual assessments.

ARTICLE III. – MEMBERSHIP

This Interlocal Contract and Agreement requires an affirmative vote of the voters of each participating municipality at an annual or special town meeting duly warned for this purpose. (24 V.S.A. 4901)

Municipalities wishing to join SWAC after adoption of the Interlocal Contract and the Articles of Agreement may be considered by submitting a request to the Chair of SWAC at least 40 days in advance of a regularly scheduled meeting. The Chair shall add the request to the next meeting agenda. Such municipalities' admission will be subject to a two-thirds (2/3) vote of approval of the members present. Requesting municipalities shall be obligated to demonstrate the affirmative vote of its voters as indicated above and pay the current year's dues and any other fees determined by the membership.

Withdrawal by any member municipality shall take effect at the end of the calendar year in which its voters vote to withdraw. All dues must be paid to the end of the year. No refunds shall be issued for the calendar year in which the withdrawal takes place or for shares of capital investments or grants received by SWAC.

ARTICLE IV. – ADMINISTRATION

This Contract and Agreement shall be administered as follows:

1. SWAC shall be represented by one representative from each participating town. Representatives shall be appointed annually by their respective Selectboards and shall serve one year terms beginning April 15 of each year. Each Town may also appoint alternate representatives if it so chooses. Each representative shall serve at the pleasure of the selectboard.

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2. Officers: SWAC shall annually elect among its members a Chair, Vice Chair, Secretary, Treasurer, and such other officers as it deems appropriate for the conduct of its business. The same person may hold more than one office, except the Chair and Treasurer may not be the same person.
 - a. Chair: The Chair shall preside at all meetings of the SWAC, shall sign and make all contracts and agreements in the name of the Solid Waste Alliance Communities, shall enforce these bylaws and perform all the duties incident to the position and office and which are required by law. The Chair shall have authority to sign checks when the Treasurer is not available or is precluded from issuing checks as described below.
 - b. Vice-chair: During the absence or inability of the Chair to render or perform his/her duties or exercise his/her powers the same shall be performed and exercised by the Vice-Chair who, when so acting, shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon such Chair.
 - c. Secretary: The secretary shall record all votes and proceedings of SWAC.
 - d. Treasurer: The treasurer shall have the care and custody of the funds and securities of SWAC, may sign, make or endorse with the consent of and in the name SWAC all checks and orders for the payment of money and pay out and dispose of the same and receipt therefore, shall keep correct books for account of all its business and transactions and such other books of account as SWAC may require, and shall do and perform all duties pertaining to the office of treasurer. The treasurer shall not issue checks to his/her self or to the town he/she represents. Such checks shall be signed by the Chair.

The treasurer will be responsible for sending semi-annual bills based on per capita assessments to the individual municipalities.

Election: All officers of SWAC shall be elected annually by the membership at its annual meeting.

Vacancies: If a representative dies or resigns, the legislative body of the municipality which was represented shall promptly designate a successor.

Term: The term of office of the officers shall be for one year and until their successors are elected and qualified. Consecutive terms are permissible.

Removal from Office: An officer may be removed by a two thirds vote of the representatives present, whenever, in their judgment, the best interests of the organization will be served thereby.

Executive Committee: An Executive Committee shall be formed consisting of the duly elected officers (Chair, Vice-Chair, Secretary and Treasurer). The Executive Committee shall have responsibility and authority for making necessary decisions between the regular meetings of the representatives.

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3. Meetings: Meetings of SWAC shall meet ***at least twice a year*** at a time and place which shall best serve the convenience of the greatest number of representatives. Meetings shall be conducted in accordance with Vermont Statutes.

Annual Meetings: Annual meetings shall be held during April or May following the appointment or reappointment of representatives and alternates. Budget meetings shall occur in November.

Notice: Seven days notice of all SWAC meetings shall be mailed by the Administrator or designee to all members, unless otherwise provided.

Special Meetings: Special Meetings of the members may be called at any time by the Chair, and shall be called by the Chair or Vice-Chair, at the request of a majority of the representatives. Emergency meetings may be called with 24 hour's notice. Phone or email notice is acceptable.

4. Quorum and Voting: A quorum shall be necessary for the transaction of any business and shall consist of the presence of a majority of the appointed representatives. Action shall be by a simple majority vote of representatives present. Each Town shall be entitled to one vote. A tie vote shall not be considered a majority.

ARTICLE V. – POWERS AND DUTIES OF THE SOLID WASTE ALLIANCE COMMUNITIES

In order to accomplish the Purposes of this Interlocal Contract and Agreement as set forth in Article I, the powers and duties of SWAC shall include the following:

1. To manage the business and affairs incident to carrying out the purposes of this Contract and Agreement, including the authority to adopt solid waste plans and amendments by affirmative vote of members present.
2. To enter into contracts for the provision of solid waste management programs and services by affirmative vote of members present.
3. To provide solid waste management information to member municipalities.
4. To assist the TOWNS in matters concerning solid waste including, but not limited to, assistance with grant applications and administration and the procurement and management of capital equipment.
5. To promote cooperative arrangements and coordinated action among its participating municipalities.
6. To hire and fix compensation of officers and contractual employees by affirmative vote of members present.

ARTICLE VI. RESPONSIBILITIES OF PARTICIPATING MUNICIPALITIES

It shall be the responsibility of the government of each municipality participating in SWAC to do the following:

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1. Annually appoint a representative (and alternates, if desired) to SWAC.
2. Educate and inform its residents and businesses about recycling, reuse, household hazardous waste reduction and alternatives, and environmentally acceptable waste disposal options.
3. Participate in Household Hazardous Waste collections and other programs sponsored by SWAC.

ARTICLE VII – INSURANCE

SWAC shall carry liability, property damage, and errors and omissions insurance to cover officers, representatives, the administrator, and other contractual employees.

ARTICLE VIII – BUDGET

1. The budget year of this Contract and Agreement shall be January 1 to December 31. Per capita assessments shall be billed semi-annually and due upon receipt based on assessments approved by the SWAC. Per capita assessments will be determined by November 30 for the following year. Assessments shall be based on the most recent population estimates from the Vermont Department of Health.

ARTICLE IX – LIMITATIONS OF AUTHORITY

The TOWNS party to this Contract and Agreement do not relinquish their individual control over the following areas of municipal responsibility and SWAC is expressly forbidden to exercise the following powers:

1. The authority to tax;
2. The authority to adopt ordinances;
3. The authority to borrow money;
4. The power of eminent domain;

ARTICLE X. – AMENDMENTS

This Contract and Articles of Agreement may be amended, in whole or in part, in the following manner:

1. Any proposed amendment to the Contract and Articles of Agreement shall be mailed to each selectboard through its chair and town clerk, the town representative to SWAC, and the alternate, at least 21 days prior to the meeting at which such amendment is to be acted upon. Notice shall include the specific language of the proposed amendment.
2. Approval of an amendment shall require the affirmative vote of two thirds (2/3) of the appointed representatives.

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