

**TOWN OF CLINTON
SOLID WASTE TRANSFER & RECYCLING FACILITY
AGREEMENT
July 1, 2022 - June 30, 2023**

This agreement is entered into this March 21, 2022 by and between the Town of Clinton, a Maine municipal corporation operating and existing under the laws of the State of Maine, and the Town of Benton, a Maine municipal corporation operating and existing under the laws of the State of Maine in Kennebec County, State of Maine.

The Town of Clinton owns a solid waste transfer and recycling facility located in Clinton and contracts for hauling and transfer of waste from Clinton to licensed waste disposal and recycling facilities. The Town of Benton has had a contractual relationship with the Town of Clinton with respect to the handling and disposal of its solid waste, and the Town of Benton desires to continue this contractual relationship. Clinton has no objection to allowing Benton to utilize its transfer facility and recycling services, provided that Benton pays its fair share of costs relating to Clinton's program.

Therefore, it is mutually agreed by the parties relating to this agreement as follows:

1. **Relationship of the Parties** – Nothing herein shall be deemed to constitute either party as a partner, agent, or representative of the other party, or to create any fiduciary relationship between the parties.
2. **Term**: This Contract shall commence on **July 1, 2022** and shall terminate on **June 30, 2023**, unless terminated earlier as provided in this Agreement, with option for renewals upon the parties' mutual written agreement.
3. **Termination**: The Agreement may be terminated by Clinton, upon a 30-day notice of default served upon Benton with a 30-day opportunity to cure default afforded to Benton, for the cause of Benton's non-performance of its financial obligations under Section 5 of this agreement.
4. **Operational Guidelines**.
 - a. Resident and non-resident property owners of Benton may use the Clinton Transfer/Recycling Facility at all times that it is open and in the same manner as resident and non-resident property owners of Clinton.
 - b. Resident and non-resident property owners of Benton utilizing Clinton's Transfer/Recycling Facility shall be bound by all written rules and regulations for the operation of the facility adopted by Clinton, after advance notice to Benton and consideration of comment by Benton.
 - c. This agreement only relates to operations for the disposal and recycling of waste generated by Clinton & Benton. It is understood that the Town of Clinton reserves the right to enter into solid waste agreements with other municipalities as well as for-profit or non-profit companies. In the event any third parties should utilize the facilities, any reduction in expenses and/or increased income will be allocated between the parties in an equitable manner consistent with this Agreement.
5. **Shared Expenses**. In exchange for the right of resident and non-resident property owners of Benton to utilize Clinton's Transfer/Recycling Facility and recycling services Benton hereby agrees to pay Clinton the following sums:
 - a. Forty-five percent (45%) of the total sums billed to Clinton by licensed waste disposal and/or recycling facilities pursuant to a contract with Clinton for the disposal of

acceptable waste and/or recyclable materials at PERC's incinerator in Orrington, Maine; Waste Management's landfill in Norridgewock, Maine and other licensed facility, as necessary

- b. Forty-five percent (45%) of all sums billed to Clinton by licensed waste disposal and/or recycling facilities pursuant to a contract with Clinton for the hauling and transportation of recycle materials and/or permissible waste to PERC's incinerator in Orrington, Maine, Waste Management's landfill in Norridgewock and other licensed facility, as necessary.
 - c. Forty-five percent (45%) of all salaries, wages, and fringe benefits for persons employed by Clinton for the operation of its Transfer/Recycling Facility.
 - d. Forty-five percent (45%) of all other operational costs incurred by Clinton in the operation of the Transfer/Recycling Facility included but not limited to recycling costs, insurance premiums, repairs and maintenance costs, licensing and permit costs.
 - e. Four Hundred Fifty (\$450.00) dollars per month for Benton's share of Administrative expenses.
 - f. Shared equally the cost of Capital Expenditures as related to large equipment purchases, renovations or upgrade to the facilities. Capital expenditures resulting in a cost share to Benton exceeding \$10,000 shall first be approved by Benton as a precondition to Benton being charged. Capital expenditures resulting in a commitment beyond the fiscal year will first be approved by Benton as a precondition to Benton being charged. All such items and improvements shall become the property of the Town of Clinton, and shall be dedicated for use only at the transfer station facility.
6. **Special Items & Hazardous Waste.** Special items, including certain hazardous household waste, will be charged directly to users in accordance with fees established by the Town of Clinton and collected at the time of disposal. Fees may be modified by the Town of Clinton Board of Selectmen as provided by Home Rule Charter Section 2.06 Powers and Duties subsection (f.).
 7. **Monthly Reconciliation and Payments.** Benton agrees to pay Clinton all sums due under Sections 5., Paragraphs "a through f" above, quarterly within ten (10) days of a receipt thereof. Clinton shall provide Benton a detailed expense and revenue report each quarter. Benton will receive a credit against the amount due Clinton which represents forty-five (45%) percent of the revenues and fees generated through Clinton's and Benton's regular solid waste for the operation of the facility.
 8. **Revenue & Losses.** The parties agree that revenues and losses, if any, generated by the recycling center shall be shared equally regardless of the source of the recycled waste. The parties agree that Clinton may implement a single-sort recycling program.
 9. **Assignment.** This agreement may not be assigned by either of the parties hereto.
 10. **Modification.** This Agreement may be modified or amended only in writing and signed by both parties.
 11. **Applicable Law.** This Agreement shall be governed and interpreted according to the laws of the State of Maine.

12. **Contract Validity:** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
13. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties hereto and neither party has relied upon any statement or representation not embodied in the Agreement made by the other. This agreement replaces and supersedes all prior agreements on the subject whether written or oral, express or implied. Neither party may unilaterally change any term or condition of this agreement.

TOWN OF BENTON

Municipal Officers

Douglas Dixon

Robin Cyr

TOWN OF CLINTON

Municipal Officers

Jeffrey Towne, Chairman

Stephen Hatch, Vice Chairman

Geraldine Dixon

Ronnie Irving

Brian Bickford