

Amendment to the Hopkinton-Webster Refuse Disposal Agreement

To see if the Town will vote to adopt this amended Hopkinton-Webster Refuse Disposal Agreement which supersedes all previous agreements. The agreement takes effect after adoption by both Towns.

This agreement updates the Hopkinton-Webster Refuse Disposal Agreement. Once adopted by the same Town Meeting of each Town, this amendment supersedes all previous agreements.

WHEREAS, The Towns of Webster and Hopkinton have agreed to amend the 1989 amended agreement to share the costs and benefits of their existing refuse disposal facilities.

AND WHEREAS, The Towns of Webster and Hopkinton desire to share the costs and benefits of a refuse disposal facility for the welfare of the citizens of both towns:

IT IS HEREBY AGREED under the provision of NH RSA 53:A, as follows:

1. All costs of land, construction and operation of the refuse disposal facility and all revenue derived therefrom, shall be shared on a per capita basis between the Town of Webster and the Town of Hopkinton except as outlined in number 8 below. Ownership of the land and facilities shall be shared between said towns on a per capita basis.
2. On-going, day-to-day operation of the facility will be under the direction of the Hopkinton Selectboard. This is to ensure adequate staffing, supplies and management of operational costs. In addition, all Transfer Station staff members will be employees of the Town of Hopkinton. Both Towns will have the opportunity to interview and submit input for candidates in key positions such as the Manager (Operator).
3. Every effort will be made to assure that both Selectboards are provided pertinent information about the Transfer Station in a timely manner including but not limited to, monthly revenue and expense reports, and estimated cost changes to capital expenditures.
4. The Selectboards of the two towns shall meet at least annually in a Joint Selectboard Meeting to vote on the recommended operating budget and capital expense budget, review the Refuse Disposal Ordinance that is adopted by each Selectboard individually, review the fee schedule, and to take any other action concerning the Transfer Station under their authority. For the Joint Select Board Meeting to act, there must be a quorum present of each individual Selectboard.
5. The Webster and Hopkinton CIP committees will meet at least annually to review and make recommendations on expected Capital Expenditures and report their recommendations to the Joint Selectboard Meeting. The Joint Selectboard Meeting may accept or modify the recommended plan.
6. The procedures for the preparation and adoption of an annual operating budget shall be as follows:

- a) The initial annual operating budget will be prepared by assigned staff of the Hopkinton Selectboard.
 - b) The proposed operating budget will be presented to a Joint Selectboard Meeting.
 - c) The Joint Selectboard Meeting, by a majority vote of those present may accept or modify the budget.
 - d) The operating budget share of each Town shall then be submitted to the Budget Committee of each Town, for action in accordance with RSA 32.
7. In the event that the legislative body of a Town should fail to appropriate the funds approved by the Joint Selectboard Meeting in its annual budget, then the right of that Town and its residents to use the facilities or share in any benefits thereof shall terminate 90 days after the date of such Town's failure to appropriate, unless the parties to this agreement are mutually able to resolve this issue during the 90 day period.
 8. New programs are to be approved contingent upon both Towns approving the program. Should either Town wish to implement a new program without this contingency, they will be responsible for all costs surrounding said program, but also gain all revenue from the program.
 9. Further amendments to this agreement need to be presented and approved by the legislative body of both Towns.
 10. Either Town may withdraw from this agreement after written notice to the Selectboard of the other Town that is party to this agreement if given at least one year prior to their next Annual Town Meeting. Upon any such withdrawal, the current fair market value of the equity of the withdrawing Town in the real and tangible personal property comprising the facility shall be appraised by a licensed appraiser approved by both Selectboards and such sum repaid to the withdrawing Town in installments over a term not to exceed 10 (ten) years without interest.
 11. The annual population census figure of the State of New Hampshire Department of Planning and Development shall be used to determine the per capita share of the Towns which are parties to this agreement. **(BY BALLOT)**

The Selectboard recommends this article **3 to 0**.