

**AGREEMENT
FIRST RESTATEMENT AND AMENDMENT TO THE AGREEMENT DATED
JANUARY 5, 1983**

This First Restatement and Amendment to Agreement is entered into pursuant to Chapter 40 of the General Laws of Massachusetts as amended among the towns of Aquinnah, Chilmark, Edgartown and West Tisbury, Massachusetts, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I: THE MARTHA'S VINEYARD REFUSE DISPOSAL AND
RESOURCE RECOVERY DISTRICT COMMITTEE**

A. Composition

The powers and duties of the Martha's Vineyard Refuse Disposal and Resource Recovery District ("the District") shall be vested in and exercised by the Martha's Vineyard Refuse Disposal and Resource Recovery District Committee, ("the Committee"). All appointments to the Committee shall be made by the Board of Health or the Board of Selectmen of each member town, as each town determines (the "Appointing Authority"). All members of the Committee shall serve until their successors are appointed and qualified.

B. Committee

Upon acceptance of this First Restatement and Amendment, the Appointing Authorities of the member towns shall each select two members to serve on the Committee. Each member shall serve until June 30 of the year indicated in the following schedule. Upon the expiration of each initial term, the Appointing Authority of the town shall appoint the town's member for a full three year term.

<u>Town</u>	<u>Initial Term Expiration</u>
Aquinnah – first member	2012
Aquinnah – second member	2013
Edgartown – first member	2013
Edgartown – second member	2014
Chilmark – first member	2012
Chilmark – second member	2014
West Tisbury – first member	2012
West Tisbury – second member	2014

All terms hereunder shall begin on July 1 and expire on June 30.

The Town's Appointing Authority may replace its representative at any time by majority vote of its members to complete the remainder of the three year term.

C. Vacancies

If a vacancy occurs among the members, the town involved shall, within thirty days after such vacancy occurs, appoint a member to serve the remainder of the three year term.

Any member wishing to resign from the Committee shall file with the Committee a written notification of resignation with a copy thereof to the Appointing Authority and the town clerk of the town which he represents. No vacancy shall exist by resignation without compliance with the above provision.

Any Committee member who, without prior notification to the District Manager, accumulates three absences from duly posted meetings of the Committee during the course of a year shall be removed from the Committee. The secretary of the Committee shall notify in writing the chairman of the Appointing Authority of the town represented by the Committee member being removed of the vacancy. The Appointing Authority of the town involved shall, within thirty days after receipt of notice of the vacancy, appoint a member to serve for the balance of the unexpired term.

D. Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter at the first regular meeting of the Committee held in the month of July, the Committee shall organize and choose by ballot a chairman from among its own membership.

At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman who shall be elected as provided above), and describe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

E. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon regional refuse disposal district committees by law and conferred and imposed upon it by this agreement, and other additional powers and duties as are specified in sections 44A to 44K inclusive of Chapter 40 of the General Laws and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other applicable general law or specified law.

F. Operation

1. Recycling as a method of disposal and the establishment of a recycling center or centers are to be of the highest priority.
 - a. All recyclable materials shall become the property of the District and all proceeds derived from the sale of recyclables shall be deposited into the treasury and shall be used to offset the operational budget as determined by the Committee.

- b. Suitable buildings and equipment shall be provided for the recycling operation.
2. All other options for the disposal of solid waste shall remain viable. In every instance re-use of materials such as stacking lumber, chipping brush, and composting, if cost effective, shall have precedence over final disposal which will ultimately be through incineration or other disposal, preferably with energy recovery, and/or sanitary land filling, as the Committee may decide.
3. The local drop off facility ("LDO") in each Town shall be under the direction and control of the Committee. Each Town shall operate the LDO in that Town. Each Town shall retain all user fees that it collects from the operation of its LDO and shall be responsible for all costs of operating its LDO. Any Town may contract with the Committee for the District to operate that Town's LDO. Any Town may close, alter, relocate or expand the LDO within that Town, with approval from the Committee. Any costs resulting from alterations to a Town's LDO due to a change in applicable law or regulation shall be borne by the Town and not by the District.
4. All solid waste, recyclables and other permitted commodities that are received at a Town's LDO and all solid waste, recyclables and other permitted commodities that are collected by a Town from individual residences or businesses within that Town shall be under the direction and control of the Committee once they are received at the LDO or collected by the Town. The Committee shall have the sole authority to transport solid waste, recyclables and other permitted commodities from the member Towns and to dispose of said solid waste, recyclables and other permitted commodities.
5. The Committee shall purchase, lease, or contract the equipment and/or labor necessary to store, process, and transport solid waste, recyclables, or other permitted commodities from any or all of the LDOs to the central facility. The Committee shall only transport solid waste, recyclables and/or other commodities from the local drop off facilities of the towns. The Committee shall have no responsibility for the collection of solid waste, recyclables and/or other commodities from individual residences or businesses within the member towns.
6. Proper safeguards shall be employed to mitigate noise, air, odor, ground water and other forms of pollution and nuisance at the LDOs and the central facility.
7. Hazardous substances, so classified by Federal and State regulations, shall be stored, transported, and/or disposed of according to the laws and regulations of the Massachusetts Department of Environmental Protection and the federal Environmental Protection Agency.
8. The Committee, with the cooperation of the Appointing Authorities, shall encourage individuals, groups, and neighborhoods to compost organic yard materials.

- 9 No member town shall contract with any private company or public entity for the storage, transportation, processing or disposal of solid waste, recyclables and/or other permitted commodities generated within the member town or for the operation of the LDO within the town, during the period that the town is a member of the District.
- 10 The Committee shall not contract with any private company to perform the overall management of the operation at the District's Refuse Disposal and Resource Recovery Facility.
11. The Committee may contract with private companies and/or public entities to perform any part of the functions of the District, including but not limited to the transportation, processing, and/or disposal of solid waste, hazardous waste, recyclables and/or other materials which are under the direction and control of the Committee. Any contract to perform any of the functions of the District must be approved by the unanimous vote of the members of the Committee who are present at the time of the vote and said vote must include at least one Committee member from each member town.

G. Control

1. The Committee shall have responsibility for the transport of all materials from the LDOs.
2. The Committee shall have responsibility for the care and keeping of the central disposal facility and any satellite disposal facilities.
3. The Committee shall operate the central disposal facility in accordance with existing State and local requirements.

H. Quorum

The quorum for the transaction of business shall be a majority of the Committee but a number less than a majority may adjourn.

I. Vote

Each member shall have one vote.

SECTION II. LOCATION OF MARTHA'S VINEYARD REFUSE DISPOSAL AND RESOURCE RECOVERY FACILITY

The Martha's Vineyard Refuse Disposal and Resource Recovery Facility (sometimes referred to herein as the "central facility") shall be located within the geographical limits of the District and within a radius of five miles from the center of the island of Martha's Vineyard, and the Committee shall maintain a permanent mailing address so as to legally conduct business as authorized by the Commonwealth of Massachusetts.

Credit shall be given annually to the town in which the Martha's Vineyard Refuse Disposal and Resource Recovery Facility is located, based on current tax value of undeveloped land.

SECTION III. APPORTIONMENT AND PAYMENT OF COSTS

A. Classification of Costs

For the purpose of apportioning assessments levied by the District against member towns, costs shall be divided into two categories: Capital Costs and Operating Costs. Only Capital Costs shall be assessed to the member Towns. Operating Costs shall be part of and paid by the user rate structure developed by the Committee.

B Capital Costs

Capital Costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing and equipping buildings, reconstructing or adding to buildings, the cost of constructing roads, the cost of consulting services directly related to the aforementioned capital expenses, and any expenses allocated to capital by law. Capital Costs shall also include payment of principal and interest on bonds, notes or other obligations issued by the District to finance Capital Costs.

C. Operating Costs

Operating Costs shall include all costs not included in Capital Costs as defined in Section III.B. but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

Capital costs shall be apportioned among the member towns, and not paid by user fees, and shall be charged annually on the basis of the ratio of the number of improved residential and commercial properties located in each member Town private companies and/or public entities to the total number of improved residential and commercial properties located in all the member Towns, determined as of October 1 of the year immediately prior to each fiscal year and published by the Massachusetts Department of Revenue, Division of Local Services as the Fiscal Year Property Counts by Property Class. Capital Costs shall be reapportioned annually on the first day of the fiscal year.

E. Apportionment of Operating Costs

Operating costs incurred by the District shall be recovered through the application of user fees for the commodities processed at the central facility and LDOs. These fees shall be charged to each user of the facilities. The private companies and/or public entities fee schedule shall be determined by the Committee. The fee schedule shall be subject to a public hearing and shall be published thirty (30) days prior to the date on which it will become effective.

F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided by Subsection IV.B., of the Capital Costs. Except as otherwise provided in Subsection IV. A. or in Subsection IX, the annual share of each member town shall be paid in equal quarterly installments on or before July 10, October 10, January 10, and April 10.

SECTION IV. BUDGET

A. Operating and Maintenance Budget

The Committee shall annually prepare a tentative budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other Capital Costs to be apportioned to the member towns. The said Committee shall mail a copy thereof to the chairman of the board of selectmen and the finance advisory committee, if any, of each member town on or before November 15, in such detail as the Committee may deem advisable.

B. Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current Capital Costs as separate items, on or before December 1, for the ensuing fiscal year and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section III. Prior to December 15, the district treasurer shall certify the budget for the following fiscal year to the treasurers of the member towns.

SECTION V. AMENDMENT PROCEDURES

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof. Nothing in this section shall prevent the admission of a new town or towns to the District subject, however, to provisions as found in Section VI of this agreement, and subject to the reapportionment of Capital Costs of the District represented by bonds or notes of the District then outstanding and of interest thereon, to all member towns, including the newly admitted member town..

B. Procedure

Any proposal for amendment, except a proposal providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by a vote of a majority of all members of the Committee. The Secretary of the Committee shall mail or deliver a notice in writing to the Appointing Authority of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal. The Appointing Authority of each member town shall include in the warrant for the next annual or special town meeting, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VI. ADMISSION OF NEW TOWNS

Any Town on Martha's Vineyard may be admitted as a member town of the District by an agreement between said town and the District. The admission of a new member town to the District shall take effect upon the approval of said admission by the town applying for admission and by all member towns in accordance with the procedure set forth in Section V. B., and also

upon compliance with Section V. A. and with such provisions of law as may be applicable; provided that any lease or agreement to which the District may be a party would not be violated or voided.

SECTION VII. WITHDRAWAL

A. Limitation

The withdrawal of a member town from the District may occur by an agreement between the Town and the District in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by majority vote at an annual or special town meeting, request the Committee to draw up an agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District. No member town may withdraw from the District if the withdrawal of said town would substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof.

B. Procedure

The Clerk of the town seeking to withdraw from the District shall notify the Committee in writing that such town has voted to request the Committee to draw up an agreement for withdrawal (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Section VII. A. The terms of withdrawal shall insure that the withdrawing town shall pay its share of any temporary borrowing in anticipation of revenue which may be outstanding at the time of withdrawal. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of the withdrawing town that the Committee has drawn up an agreement providing for the town's withdrawal (enclosing a copy of such agreement). The Board of Selectmen of the withdrawing town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the agreement or the substance thereof. Such agreement shall take effect upon its acceptance by the withdrawing town, acceptance to be by a majority vote at a town meeting as aforesaid.

C. Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal of a member town from the District, the terms of office of the member serving on the Martha's Vineyard Refuse Disposal and Resource Recovery Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

D. Apportionment of Capital Costs after Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be computed in the same manner as in Section III. D. until said obligations are satisfied. Due dates of payments shall be in the same manner as specified in Section III. F.

SECTION VIII. FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word "year" or "fiscal year" as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District. If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in Section III. F. shall be adjusted so that equal quarterly payments shall be paid not later than the tenth day of the first month of such fiscal year, the tenth day of the fourth month of such fiscal year, the tenth day of the seventh month of such fiscal year, and the tenth day of the tenth month of such fiscal year.

SECTION IX. INCURRING OF DEBT

Within seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes of authorizing such debt, to be given to the Appointing Authority of each member town. The notice for which provision is herein made shall be deemed to have been duly given to an Appointing Authority of a member town if delivered to the chairman of said board or if mailed by registered or certified mail within the time specified, postage prepaid and addressed to the chairman of each board at its respective office or at the last known permanent address in such town. Within 45 days after the date on which the Committee authorized the incurring of said debt, each member town shall hold a town meeting for the purpose of expressing approval or disapproval of the amount of said debt and if at such meeting a majority of the voters present and voting thereon express disapproval of the amount authorized by the Committee, the said debt shall not be incurred and the Committee shall thereupon prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefore.

AGREEMENT

Agreement among all island towns with respect to the formation of a Martha's Vineyard Refuse Disposal and Resource Recovery District.

This agreement is entered into pursuant to Chapter 40 of the General Laws of Massachusetts as amended among all island towns, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I THE MARTHA'S VINEYARD REFUSE DISPOSAL AND RESOURCE RECOVERY DISTRICT COMMITTEE

A. Composition

The powers and duties of the Martha's Vineyard Refuse Disposal and Resource Recovery District shall be vested in and exercised by the Martha's Vineyard Refuse Disposal and Resource Recovery District Committee, hereinafter sometimes referred to as the Committee. All appointments to the Committee shall be made by the board of health of each member town. All members of the Committee shall serve until their successors are appointed and qualified.

B. Initial Committee

Within twenty-one days after the establishment of the Martha's Vineyard Refuse Disposal and Resource Recovery District all island towns shall each appoint two members to serve on the Committee, all of whom shall have been members of the Martha's Vineyard Refuse Disposal and Resource Recovery Planning Board which submitted this agreement, if such persons are available and willing to serve. The members so appointed shall serve on the Committee until their respective successors are appointed and qualified, as provided in subsection I A.

C. Permanent Committee

On or before May 15 of the year next following the year in which the Martha's Vineyard Refuse Disposal and Resource Recovery District begins operation, all island towns shall each appoint two members to serve on the Committee, one for a term of one year, one for a term of two years from the aforesaid May 15. Thereafter in every year in which the term of office of a member expires the member town involved shall appoint one member to serve on the Committee for a term of two years from May 1 of the year in which the appointment is required to be made.

D. Vacancies

If a vacancy occurs among the members appointed under subsection I B, the town involved shall, within thirty days after such vacancy occurs, appoint a member to serve until his successor is appointed and qualified as provided in subsection I C.

If a vacancy occurs among the members appointed under subsection I C the member town involved shall, within thirty days after such vacancy occurs appoint a member to serve for the balance of the unexpired term. Any member wishing to resign from the Committee shall file with the Committee a written notification of resignation with a copy thereof to the board of health and the town clerk of the town which he represents. No vacancy shall exist by resignation without compliance with the above provision.

Any Committee member who accumulates three unexcused absences during the course of a year will be removed from the Committee. The secretary of the Committee shall notify in writing the chairman of the board of health of the town represented by the Committee member being removed of the vacancy. The board of health of the town involved shall, within thirty days after such a vacancy occurs, appoint a member to serve for the balance of the unexpired term.

E. Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter at the first regular meeting of the Committee held in the month of May, the Committee shall organize and choose by ballot a chairman from among its own membership.

At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman who shall be elected as provided above), and describe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

F. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon regional refuse disposal district committees by law and conferred and imposed upon it by this agreement, and other additional powers and duties as are specified in sections 44A to 44K inclusive of Chapter 40 of the General Laws and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other applicable general law or specified law.

*Doug
Sedholm*

G. Operation and Control

Operation:

1. Recycling as a method of disposal and the establishment of a recycling center or centers are to be of the highest priority.
 - a. All recyclable materials shall become the property of the facility and all proceeds derived from the sale of recyclables shall be deposited into the treasury and shall be used in any manner decided upon by the Committee. Each town shall receive credit for the recyclable items brought to the regional facility.
 - b. The participating towns are encouraged and expected to pass mandatory source separation by-laws.
 - c. Recyclables shall preferably be separated at the source but will also be sorted and classified at the facility.
 - d. Suitable buildings and equipment shall be provided for the recycling operation.
2. All other options for the disposal of solid waste shall remain viable. In every instance re-use of materials such as stacking lumber, chipping brush, and composting shall have precedence over final disposal which will ultimately be through incineration, preferably with energy recovery, and/or by sanitary landfilling as the Committee may decide.

3. The presently existing local municipal landfills shall be converted into solid waste transfer stations as required by agreement with the respective towns, or as satellite disposal facilities, in whole or in part, as prudent judgement dictates. Transfer/recycling stations shall be under the direction and control of the Committee.
4. The Committee shall purchase or contract the necessary equipment to store, process, and transport solid waste from any and all transfer stations to the central facility.
5. Proper safeguards shall be employed to mitigate against noise, air, odor, ground water and other forms of pollution and nuisance.
6. Hazardous substances, so classified by Federal and State guidelines, shall be stored, transported, and/or disposed of as the current regulations and the Division of Hazardous Waste may require.
7. The Committee, with the cooperation of the local Boards of Health shall encourage individuals, groups, and neighborhoods to compost organic yard materials.

II. Control:

1. The Committee shall have responsibility for the care and keeping of all transfer/recycling station areas, the equipment therein and the transport of all materials from the transfer stations.
2. The Committee shall have responsibility for the care and keeping of the central disposal facility and any satellite disposal facilities, if any, which are not continuing local landfills.
3. The Committee shall operate the disposal facility in accordance with existing State and local requirements.

I. Quorum

The quorum for the transaction of business shall be a majority of the Committee but a number less than a majority may adjourn.

SECTION II LOCATION OF MARTHA'S VINEYARD REFUSE DISPOSAL AND RESOURCE RECOVERY FACILITY

The Martha's Vineyard Refuse Disposal and Resource Recovery Facility shall be located within the geographical limits of the District and within a radius of five miles from the center of the island, and the Committee shall establish a permanent mailing address so as to legally conduct business as authorized by the Commonwealth of Massachusetts.

Credit shall be given annually to the town in which the Martha's Vineyard Refuse Disposal and Resource Recovery Facility is located, based on current tax value of undeveloped land.

SECTION III APPORTIONMENT AND PAYMENT OF COSTS

A. Classification of Costs

For the purpose of apportioning assessments levied by the District against member towns, costs shall be divided into two categories: capital costs and operating costs.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to buildings, the cost of constructing roads, the cost of consulting services, the cost of any equipment necessary for the operation of a Refuse Disposal Facility, and any other related costs incidental to the preparation of such a facility. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

C. Operating Costs

✓ Operating costs shall include all costs not included in capital costs as defined in Section III B but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

Capital costs shall be apportioned among the member towns and charged annually on the basis of each town's waste generation as weighed by the facility. In the first fiscal year, or portion thereof, the projected tonnage on page 8 of the Gordian Report will be used as the basis. This basis will be adjusted as outlined in Section III E. There shall be no credit adjustments against capital costs due to sales of recyclables.

E. Apportionment of Operating Costs

Operating costs following the establishment of the Regional Refuse District and for every fiscal year thereafter shall be apportioned to each member town in the proportion that the estimated weight of refuse to be received by the facility from such town, during such year, bears to the aggregate estimated weight of refuse to be received by the facility from all the member towns in such year. Once these apportioned costs are determined, each member town will have deducted from their operating costs those monies received by the district from the sale of recyclable items credited to their town.

Within five months of the end of each fiscal year, a determination shall be made as to the actual operating costs of the facility for such year and the actual weight of refuse received from each member town by the facility during that year. Such determination shall be used when preparing the budget for the second succeeding fiscal year to provide adjustments to each member town's share of such budget. Such adjustments shall be made by charging or crediting each member town with the difference between the amount of operating cost apportioned to it for the second preceding fiscal year upon the basis of the estimated operat-

ing cost and the estimated weight of refuse for such year and the amount of operating cost which would have been apportioned to it if the actual operating costs and the actual weight of refuse for such year had been used when the budget had been prepared for such year.

In order to make the above adjustments, the facility shall contain a motor truck scale for weighing all vehicles delivering refuse to the facility. Accurate records shall be kept showing the weight of refuse delivered by each member town.

F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided by Subsection IV C, of the capital and operating costs. Except as otherwise provided in Subsection IV A or in Subsection IX the annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 10	25%
October 10	50%
January 10	75%
April 10	100%

SECTION IV BUDGET

A. Initial Budget

After the original Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then fiscal year. Copies of such proposed budget shall be submitted to the chairman of the board of health of each member town, who will in turn submit it to the finance committee or advisory committee for their consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section III herein. The regional district treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the Regional Refuse Disposal District Committee but only from funds which may be, or may have been appropriated by each member town for such purposes.

B. Tentative Operating and Maintenance Budget

Hereafter the Committee shall annually prepare a tentative budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy thereof

to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town on or before November 15, in such detail as the Committee may deem advisable.

C. Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, on or before December 21 for the ensuing fiscal year and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section III. The amount so apportioned to each member town shall, prior to December 31 of each year preceding the fiscal year to which said budget relates, be certified by the district treasurer to the treasurer of such towns, and such towns shall, at the next annual meeting, appropriate the amounts so certified.

SECTION V TRANSPORTATION

The Committee shall not be responsible for in-town collections of solid waste or its transport to the transfer/recycling station.

SECTION VI AMENDMENT PROCEDURES

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District subject, however, to provisions as found in Section VII of this agreement, and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII) may be initiated by a vote of a majority of all members of the Committee. The Secretary of the Committee shall mail or deliver a notice in writing to the board of health of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal. The board of health of each member town shall include in the warrant for the next annual or special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

Does? Town Approve First then District

SECTION VII ADMISSION OF NEW TOWNS

By an amendment of this agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the Regional Refuse District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended, and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment, provided that any lease or agreement which the District may be a part to would not be violated or voided.

SECTION VIII WITHDRAWAL

A. Limitations

The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

B. Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Subsection VI A. The terms of withdrawal shall insure that the withdrawing town will pay its share of any temporary borrowing in anticipation of revenue which may be outstanding at the time of withdrawal. The secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of the withdrawing town that the Committee has drawn up an amendment to the agreement providing for the town's withdrawal (enclosing a copy of such amendment). The selectmen of the withdrawing town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by the withdrawing town, acceptance to be by a majority vote at a town meeting as aforesaid.

C. Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of the members serving on the Martha's Vineyard Refuse Disposal and Resource Recovery Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

D. Apportionment of Capital Costs After Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be computed in the same manner as in Section III D until the impending obligations are satisfied. Due dates of payments shall be in the same manner as specified in Section III F.

SECTION IX FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year of the District shall be the same as the fiscal period of the member towns and the word "year" or "fiscal year" as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District. If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in Subsection III F shall be adjusted so that not less than 25% thereof shall be paid not later than the tenth day of the first month of such fiscal year, 50% shall be paid not later than the tenth day of the fourth month of such fiscal year, 75% shall be paid not later than the tenth day of the seventh month of such fiscal year and 100% shall be paid not later than the tenth day of the tenth month of such fiscal year.

SECTION X INCURRING OF DEBT

Within seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes of authorizing such debt, to be given to the board of health and selectmen of each member town. The notice for which provision is herein made shall be deemed to have been duly given to a board of health and selectmen of a member town if delivered to the chairman of said boards or if mailed by registered or certified mail within the time specified, postage prepaid and addressed to the chairmen of each board at its respective office or at the last known permanent address in such town. Within 45 days after the date on which the Committee authorized the incurring said debt, each member town shall hold a town meeting for the purpose of expressing approval or disapproval of the amount of said debt and if at such meeting a majority of the voters present and voting thereon express disapproval of the amount authorized by the Committee, the said debt shall not be incurred and the Committee shall thereupon prepare another proposal which may be the same as any prior proposal and an authorization to incur debt therefor.

IN WITNESS WHEREOF, this agreement has been executed as of the 5th day of January, 1983.

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF TISBURY

BY: Myron C. Thomas

Francis West Jr

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF OAK BLUFFS

BY: Michael C. Jones, Jr

William F. Jones

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF EDGARTOWN

BY: Rayford B. Barnes

J. Woodward Kelly

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF WEST TISBURY

BY: Ronald H. Kealey

C. Charles Lewis

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF CHILMARK

BY: John Adams

H.B. Engley

REGIONAL REFUSE DISPOSAL DISTRICT PLANNING BOARD
FOR THE TOWN OF GAY HEAD

BY: Arthur L. Madison

MARTHA'S VINEYARD REFUSE DISPOSAL AND RESOURCE
RECOVERY DISTRICT—CONTINUATION—POWERS

CHAPTER 303

AN ACT RELATIVE TO THE MARTHA'S VINEYARD REFUSE DISPOSAL AND RESOURCE
RECOVERY DISTRICT.

Be it enacted by the Senate and House of Representatives in General Court
assembled, and by the authority of the same, as follows:

SECTION 1. The Martha's Vineyard Refuse Disposal and Resource Recovery
District, consisting of the towns of Chilmark, Edgartown, Gay Head, Oak
Bluffs, Tisbury and West Tisbury is hereby constituted and continued as a body
politic and corporate known as the Martha's Vineyard Refuse Disposal and
Resource Recovery District under the provisions of sections forty-four A to
forty-four K, inclusive, of chapter forty of the General Laws and the provi-
sions of the agreement dated January fifth, nineteen hundred and eighty-three
relating thereto, notwithstanding any failure of any such town to have com-
plied in full with all of the requirements of said chapter forty with respect
to the adoption, approval, execution or delivery of said agreement.

SECTION 2. The Martha's Vineyard Refuse Disposal and Resource Recovery
District shall be subject to the provisions of section twenty A of chapter
fifty-nine of the General Laws, except that the limitation therein may be
exceeded by a two-thirds vote of the district's governing board followed by
approval by a two-thirds vote by the boards of selectmen in at least four of
the member towns of said district. Each such member town's apportioned share
of principal and interest on bonds, notes or certificates of indebtedness
issued by the Martha's Vineyard Refuse Disposal and Resource Recovery District
shall be exempt from the provisions of section twenty-one C of said chapter
fifty-nine.

SECTION 3. The Martha's Vineyard Refuse Disposal and Resource Recovery
District may, in order to perform its functions:

(i) enter into any long-term lease; provided, however, that the purpose and maximum period of such lease shall have been approved by the member towns in the manner provided with respect to bonds and notes by the said agreement; (ii) enter into any service agreement, including a service agreement under the provisions of subsection (g) of section twenty-one of chapter forty D of the General Laws with any party such that said party shall be obligated to provide a facility for solid waste disposal or resource recovery, or both, or to provide solid waste disposal services; (iii) establish a system of user fees based on actual, projected, approximate or estimated use of the facility or services provided by it or on such other basis as will equitably allocate the cost of the facilities or service among the users or categories of users thereof provided that the collection of user fees shall be taken into account in the preparation of the annual district budget and shall reduce proportionally the sums apportioned to the member towns; and (iv) create and maintain from bond proceeds such reserve, replacement, maintenance and improvement funds in connection with any capital project funded by bonds as it may deem necessary and prudent to enable it to carry out its functions in an orderly fashion, provided, however, that the aggregate of such funds for any one project shall not exceed ten per cent of the principal amount of bonds issued for such project.

SECTION 4. Without the need for further district action or approval by the member towns thereof, the Martha's Vineyard Refuse Disposal and Resource Recovery District is hereby authorized to issue one million, five hundred thousand dollars in principal amount of bonds for the purposes stated in the vote of the regional district committee adopted on April fifth, nineteen hundred and eighty-four, including, but not limited to, reimbursing the district for all funds previously expended in connection with the planning and implementation of the facility described, the amount of any such reimbursement to be taken into account in the preparation of the next annual district budget after its receipt and the sums apportioned to the member towns to be reduced proportionally.