

Intermunicipal Agreement

South Shore Household Hazardous Waste Depot

This Intermunicipal Agreement (“Agreement”) is entered into by and among the municipalities of Abington, Cohasset, Duxbury, East Bridgewater, Hanover, Hanson, Hingham, (Kingston), (Marshfield), Norwell, Pembroke, Rockland, Scituate and Whitman and such other municipalities that may be permitted to join this Agreement (the “Participating Municipalities” or “PMs”) and the South Shore Recycling Cooperative (SSRC), effective as of January 1, 2026.

Whereas, the PMs are Members in good standing of the SSRC;

Whereas, the PMs have pledged monetary, staff and governance support for the operation of a household hazardous waste (“HHW”) collection facility known as the South Shore Household Hazardous Waste Depot (“Depot”);

Whereas, the PMs have agreed to share the costs of operating the Depot in accordance with the terms of this Agreement;

Whereas, the Depot is to be used primarily by the residents and small businesses of the PMs, and provide reciprocal access to one-day HHW collection events hosted by non-participating SSRC Member Towns;

Whereas, the Depot is to be open at least once a month for nine months each year and replace the one-day collection events previously provided by each PM;

Whereas, all materials brought to the Depot are to be handled and disposed of in accordance with all federal, state and local environmental regulations to improve the environment and public health in the region; and

Whereas, the PMs and the SSRC have the authority to enter into this Agreement pursuant to G.L. c.40, §4A.

Now therefore, the named municipalities and the SSRC in accordance with majority votes of their respective Chief Elected Officers agree to adopt and engage in this Agreement as follows:

SECTION 1: TERM

This Agreement shall commence on the latter of January 1, 2026 or twelve months prior to the anticipated completion and operational readiness of the Depot, and shall expire after a term of twenty five years on December 30, 2050, unless terminated earlier as set forth herein.

SECTION 2: HHW DEPOT COUNCIL

- A. The PMs shall form an entity known as the South Shore HHW Depot Council (“Council”).
- B. The membership of the Council shall consist of one Representative appointed by the appropriate authority from each of the PMs. The voting member for each Council community shall be an employee working in the municipal office which has responsibility for managing HHW. Each PM may also appoint up to two alternate representatives who may vote on behalf of its Council member in their absence.
- C. All votes of Council shall be comprised of one vote by each of the PMs.
- D. The Council may also invite any person, agency or organization concerned with hazardous waste management to participate in its deliberations on a non-voting basis.
- E. The SSHHW Depot Director (“Director”), who may be the Executive Director of the SSRC, their designee, or a person hired by the Council, shall facilitate and provide support to the Council.

SECTION 3: ORGANIZATION OF THE COUNCIL

- A. A quorum shall consist of fifty percent (50%) of the voting members. At least a quorum of voting members must be present for a vote of the Council to be valid and binding.
- B. All actions by Council shall be by a simple majority of members present, except as otherwise noted herein, and with the exception of decisions which affect Council expenditures of more than \$100,000, which will require a two-thirds majority vote of the members present.
- C. Chairmanship of the Committee shall be rotated among the PMs alphabetically by Town, with the Representative from Abington serving as the first Chair until the first meeting of Fiscal Year 2027, unless otherwise voted at the first meeting of any fiscal year. The Vice Chair shall be a Representative from the PM which will follow in the order of succession.
- D. The Chair shall be responsible for setting agendas, reviewing operations and finances with the Director periodically, and chairing the meetings. The Director shall provide administrative support, including giving proper notification to PM Representatives and the Town Clerk or City Clerk of each of the PMs, of all meetings.
- E. The Vice Chair shall perform the duties of the Chair if the Chair is unavailable.
- F. The Council may create and elect members to fill additional executive positions, such as Secretary and Treasurer.

G. Regular meetings of the Council shall be held on a specified, recurring date in each quarter, to be determined by a vote of the Council, and may be virtual, in-person, or both.

H. The Council may add (an) additional PM(s) during the term of this Agreement. If voted and approved as provided in this Section, the participation of said additional municipality/ies is effective as of the first day of the next quarter after the vote is taken unless otherwise agreed, provided the new PM executes this IMA. Fees shall be pro-rated if membership commences in the second through fourth quarters.

Commented [CG1]: Amend agreement to indicate new PMs?

SECTION 4: PURPOSE AND POWERS

A. The Council shall set the policies and practices of the Depot and approve all capital and operating expenses.

B. The first year's budget shall be set by the Council no later than ninety (90) days before the anticipated opening of the Depot.

C. The Council shall approve an annual operating and capital budget on or before May 31 in each fiscal year which specifies all anticipated expenses and revenues for the following fiscal year. Expenses included in the annual operating budget may include but not be limited to: payments to a professional hazardous waste management firm for the acceptance, packaging, transport and disposal of hazardous materials collected; solid waste disposal costs; labor costs for event staff and the Director; insurance; and a quadrennial audit. Expenses included in the annual capital budget may include but not be limited to: installation, repair upgrade, and replacement costs for the physical plant over time.

SECTION 5: FINANCIAL OPERATING MECHANISM

A. **Revolving fund:** In order to finance the operation and administration of the Depot, the PMs shall make payments into a revolving fund maintained by the SSRC separately from its operating budget.

Depot revenues from individuals, municipalities, small commercial entities, donors, grantors and producers other than the PMs ("non-PM sources") shall also be deposited into the revolving fund.

Payments for Depot expenses shall be issued from the revolving fund.

B. **PM financial obligations:** It is expected that each PM will substantially subsidize the delivery of HHW by their residents to the Depot.

Upon a two-thirds (2/3) vote of members present at a meeting of the Council, copayments in addition to those required by the SSRC may be required by residents of PMs. Any restrictions, requirements or

Commented [CG2]: Should we anticipate the potential ultimate financial separation of the Depot from the SSRC?

copayments shall apply to all SSRC residents. Such payments would be considered non-PM revenue in Sec. 5F.

After revenues from non-PM sources have been applied, all costs incurred in connection with the maintenance and operation of the Depot shall be borne by the PMs on a pro-rata basis.

C. **Fund restrictions:** Funds from the revolving fund shall only be for costs that directly benefit the Depot and its services contemplated under this Agreement.

D. **Recordkeeping:** Pursuant to G.L. c.40 §4A, the SSRC shall keep a written record of official proceedings concerning this Agreement, and shall at all times keep accurate and comprehensive financial records of funding appropriated, services performed, costs incurred, and reimbursements and contributions received.

The Council shall perform audits of records concerning the Agreement at least once every four years by an auditing entity approved by the PMs. The audit report shall be shared with all PMs.

E. **Fixed costs:** At the start of each fiscal year, each of the PMs shall make a payment into the revolving fund based on a formula determined by the Council to cover anticipated fixed costs and capital expenses. These costs include but are not limited to insurance, SSRC administration, planned facility maintenance, a reserve fund of no less than 25% of the annual operating budget, a capital reserve fund, the HM credit, and the incremental cost of a quadrennial financial audit. The amount shall be adjusted to reflect any surplus or shortfall from the previous fiscal year.

The HM's share of the annual fixed cost payment shall be zero, as established in the HM-SSRC IMA, which shall be added to the Total fixed costs and distributed proportionately among the rest of the PMs.

F. **Variable costs:** Each PM shall be billed on a quarterly basis for the variable costs incurred by its residents' usage of the Depot. These costs include but are not limited to: hazardous waste contractor staffing, SSRC on-site staffing, hazardous and non-hazardous waste disposal, and supplies.

The variable cost required to be paid by each PM shall be calculated according to a formula determined by the Council.

The methods of allocating costs may be revised by a two-thirds majority vote of the members of the Council in attendance, and shall ensure that there is an equitable sharing of costs among the PMs.

G. **Small businesses:** The Council may allow small businesses which generate less than 220 lbs/month of hazardous waste (Very Small Quantity Generators, "VSQGs") to deliver acceptable waste to the Depot.

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Commented [CG3]: Should we anticipate the potential ultimate separation of the Depot from the SSRC?

Commented [CG4]: I propose the following formula, which may be too much detail for the IMA: The fixed cost payment required of each PM annually shall be weighted based on a combination of each PM's number (#) of occupied households (HHs) and the # of Full Load Equivalents ("FLE"s) originating from that PM delivered to the Depot in the preceding fiscal year as follows:
$$\frac{\{(PM \# \text{ of HHs} / \text{total} \# \text{ HHs}) + (PM \# \text{ of FLEs in FY} / \text{total} \# \text{ FLEs in FY})\} * \text{Total fixed costs}}{2}$$

A Full Load Equivalent ("FLE") is defined as each increment of up to 25 gallons (liquid container size) or 50 lbs (solids) of HHW in a vehicle.

Commented [CG5]: Value anticipated to be on the order of \$5000/year

Commented [CG6]: Proposed formula, where FLE= Full load Equivalent, currently defined as up to 25 gallons liquids or up to 50 lbs solids: $PM \# \text{ of FLE} * \text{net variable costs}$
Total PM FLEs

Volume-based rates for shall be the same as the rates set in the one-day HHW Collection contract being used by the non-PMs. The Council may vote to limit the maximum quantity accepted from small business VSQGs.

Should the one-day HHW Collection contract be discontinued, fees for businesses shall be set at a level which, at a minimum, ensures full recovery of all costs associated with this service.

H. Reciprocity with SSRC non-PMs: Based on the SSRC's [HHW Reciprocity Policy](#), the Council shall provide HHW collection service to non-PM SSRC Member Municipalities. Reciprocally, residents of PMs may attend non-PM SSRC HHW collections. The PM in which each resident resides shall pay the volume-based one-day HHW Collection contract rate used by the non-PMs.

Should the one-day HHW Collection contract be discontinued, non-PM SSRC Member Municipalities would be required to become PMs for their residents to utilize the Depot.

I. Non-PM, VSQG, other material management revenues: Fees collected from or on behalf of residents of SSRC non-PMs, copayments from residents of PMs and from small business VSQGs, and reimbursements from producers or other entities for the management of materials accepted at the Depot shall be deducted from gross variable costs for the purposes of calculating costs as referenced in Sections 5E and 5F, with 50% applied to Fixed Costs, and 50% applied to Variable Costs.

SECTION 6. SSRC Responsibilities

The SSRC shall:

- A. Maintain the revolving fund on behalf of the Council and maintain accurate and comprehensive records of costs incurred, and payments received. Financial statements shall be issued to all PMs annually.
- B. Manage the calculation and collection of fees from PMs and disbursement of funds for goods and services related to the operation of the Depot for which the HM is not responsible.
- C. Arrange for a triennial audit of the revolving fund shall be performed by an independent Certified Public Accountant ("CPA").
- D. Schedule and facilitate quarterly meetings of the Council.
- E. Bid and contract with a hazardous waste management service provider, and schedule their attendance and removal of materials.
- F. Bid and contract with a solid waste disposal service provider for the removal of non-RCRA waste.
- G. Schedule, publicize and notify MassDEP of collection events.

- H. Provide at least one (1) staff person at each collection.
- I. Allocate PM staffing responsibilities based on the formula for Fixed Costs (Sec. 5E) and the total anticipated shifts needed, and schedule their attendance each Calendar Year in consultation with the Council.
- J. Coordinate with the HM regarding inspections and maintenance.
- K. Report annually to the Council and the SSRC Board about the Depot's operations and finances.

SECTION 7: PM BENEFITS AND RESPONSIBILITIES

- A. Residents of PMs may attend all HHW collection events at the Depot, eliminating the need to organize and host or cohost one-day HHW collections, as required in the SSRC Reciprocity Policy.
- B. PMs may deliver acceptable HHW materials to the Depot during operating hours at the Variable Fee cost.
- C. Each PM shall pay the annual fixed cost fee within thirty days of invoicing in the first quarter of each fiscal year.
- D. Each PM shall pay the quarterly variable cost fee within thirty days of invoicing each quarter.
- E. PMs shall provide staffing as determined in Sec. 6J.

SECTION 9: PERSONNEL AND EQUIPMENT

A. Pursuant to G.L. c. 40, § 4A, employees, servants, or agents of a PM while engaged in performing any service, activity, or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that PM, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit or units.

B. Pursuant to G.L. c. 40, § 4A, the vehicles or equipment of a PM while engaged in performing any service, activity or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that PM, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

SECTION 10: INDEMNIFICATION

The responsibilities undertaken by the PMs under this Agreement are for the common goals of this Agreement and in no way does this Agreement relieve any PM from their individual or joint legal obligations under this Agreement or under any applicable law or regulation. Notwithstanding G.L. c. 40, § 4A, to the extent permitted by law: (a) each PM agrees to indemnify the others, including all officials, officers, employees, agents, servants, volunteers and representatives, from and against any claim arising

out of the duties performed by a PM, including the HM, and the SSRC, pursuant to the Agreement on behalf of the other PMs for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property ("Claim"), except for any such Claim caused by or arising from any negligent act or omission by the indemnified PM performing that duty and (b) each PM separately agrees to indemnify the other PMs, including all officials, officers, employees, agents, servants, volunteers and representatives of the other PMs and the SSRC, from and against any Claim caused by or arising from any negligent act or omission of the indemnifying PM, including the HM, and the SSRC. The PM's obligations to indemnify under this Agreement shall be limited to and benefited by the immunities and the limits on liability that would be applicable under G.L. c. 258 and any other law or statute limiting the liabilities of governmental entities.

SECTION 11: TERMINATION *(first paragraph only in Hanover-SSRC IMA)*

The HM may terminate this Agreement upon the provision of at least one (1) year's prior written notice to the SSRC. Moneys in the revolving fund as of the date of termination of this Agreement shall be returned to each participating community in an amount proportionate to the payments made by that participating community over the prior fiscal year.

A PM may withdraw from and terminate its participation in this Agreement at the end of any fiscal year with the provision of at least six (6) months prior written notice to the SSRC. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination.

Within thirty (30) days of such termination, the SSRC shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the PM for payment within thirty (30) days thereafter.

SECTION 12: ASSIGNMENT

This Agreement shall be binding on the PMs, the SSRC, and their successors and assigns. The assignment or transfer of any of the rights or interests of any PM in or to this Agreement, or delegation any of its obligations hereunder, requires a two-thirds vote in the affirmative by those present at a meeting of the Council.

SECTION 13: AMENDMENT

This Agreement may be amended only in writing signed by the Chief Elected Officials all of the PMs.

SECTION 14: SEVERABILITY

If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

SECTION 15: GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

SECTION 16: NOTICES

Any notice permitted or required hereunder to be given or served on any party shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any electronic mail or hand delivery or three (3) business days after the date of any properly addressed notice sent by mail to the Mayor, Town or City Manager, or Town Administrator of each PM, or the Executive Director of the SSRC.

SECTION 17: COMPLETE AGREEMENT

This Agreement constitutes the entire understanding among the PMs and the SSRC concerning the subject matter hereof, superseding all prior agreements and understandings. Each Participating Community acknowledges that it has not relied on any representations by any other PMs or by anyone acting or purporting to act for another PM or for whose actions any other PM is responsible, other than the express, written representations set forth herein.

SECTION 18: WAIVER

Any PM's failure to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation. No provisions of this Agreement shall be deemed to have been waived by any party unless such waiver shall be in writing signed by such party against whom a waiver is claimed.

SECTION 20. CONTINGENCY

Should the SSRC be disbanded, the Council may establish and shift the responsibilities of the SSRC to assume the responsibilities of the SSRC, or internalize the operation of the responsibilities of the SSRC,

or terminate this agreement and the operation of the Depot. In the event of termination, the Council
...*(This whole section will require some thought. How would the physical facility be disposed? Flesh out
in the Hanover-SSRC IMA*

SECTION 19: COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, This Agreement is executed in the name of each named government entity by a duly authorized officer of such entity as of the date written above.

DRAFT