

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN
THE SOUTH SHORE RECYCLING COOPERATIVE AND
THE TOWN OF HANOVER FOR THE ESTABLISHMENT OF
A REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION DEPOT**

This Agreement is made and entered into by and between the **South Shore Recycling Cooperative** ["SSRC"], a public body politic and corporate organized and existing under Section 419 of Chapter 194 of the Commonwealth of Massachusetts Acts of 1998 with its principal office at 320 Dover Road, Westwood, Massachusetts 02090 and the **Town of Hanover** ["Town"], a municipal government within the Commonwealth of Massachusetts with its principal office at 550 Hanover Street, Hanover, Massachusetts 02339. Hereinafter, the **SSRC** and the **Town** will collectively be referred to as the "Parties".

WHEREAS the **SSRC** is a regional government entity with staff dedicated to serving its member municipalities from the South Shore of Massachusetts (Abington, Braintree, Cohasset, Duxbury, East Bridgewater, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Rockland, Scituate, Weymouth and Whitman) by improving their recycling programs and management of solid waste programs;

WHEREAS the **SSRC** desires to build and operate a South Shore Household Hazardous Waste Depot ["Depot"] to provide household hazardous waste collection services for residents and small businesses from within its member communities;

WHEREAS the member municipalities of the **SSRC** have agreed to share the costs of operating the Depot and to allow the **Town** and its residents and businesses to utilize the services of the Depot at cost to be determined by this Agreement and the **SSRC** HHW Depot Council as established by separate IMA with the Participating Municipalities;

WHEREAS household hazardous waste is, for the purposes of this Agreement, defined as "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household, including but not limited to pesticides, paints, polishes, cleaners, and automotive supplies";

WHEREAS the **Town** owns a parcel of land located at 118 Rockland Street, Hanover, MA 02339 that has the capacity to host the Depot;

WHEREAS in the interest of economy and efficiency, the **SSRC** and the **Town** desire to cooperate in providing household hazardous waste collection services for residents and small businesses from within **SSRC** member communities, and this cooperation will mutually benefit the **SSRC**, its member communities, and the **Town** and serve to protect the public health, safety, welfare, and environment of the residents of these communities;

WHEREAS all hazardous 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 SSRC and the Town are authorized to enter into this Agreement under Massachusetts General Laws, Chapter 40, Section 4A.

NOW THEREFORE the Parties have AGREED as follows:

SECTION 1: TERM

This Agreement shall commence effective as of July 1, 2026, and shall expire after a term of twenty-five years, unless terminated earlier as set forth herein.

SECTION 2: SSRC RESPONSIBILITIES

At all times, the SSRC and its HHW Depot Council shall:

1. Set the policies and practices of the Depot and approve of and fund all capital and operating expenses of the Depot.
2. Contract for hazardous waste management service, solid waste disposal service, and other services as required for the Depot's operation.
3. Notify the Town in writing of any contractors and subcontractors hired to perform all necessary work related to the Depot at the parcel of land located at 118 Rockland Street, Hanover, MA 02339, at least three business days prior to work commencing.
4. Operate and maintain the Depot, which will be open for a collection event at least once a month for seven months each year at a schedule to be mutually agreed upon by the SSRC and the Town, ensuring that all household hazardous waste transported to the Depot is properly disposed of in accordance with all applicable local, state, and federal rules and statutes.
5. Be responsible for disposing of any hazardous materials that are abandoned at the Depot at a time when the SSRC is not operating a collection event.
6. Reimburse the Town for any and all verified costs incurred in the course of meeting the responsibilities defined in this Agreement and for any liabilities associated with the operation of the Depot or with hazardous materials abandoned at the Depot.
7. Identify and oversee all inspections and maintenance needed at the Depot.

SECTION 3: TOWN BENEFITS AND RESPONSIBILITIES

1. Initially, SSRC shall not charge the Town of Hanover any fixed costs, and variable costs shall be assessed as 80% of that of the other Participating Municipalities.
2. This shall be reviewed annually by the Town, the SSRC and the HHW Depot Council, and adjusted to ensure the continued viability of the Hanover Transfer Station and the Depot.

At all times, the Town shall:

3. Grant the **SSRC** a non-exclusive right to access the parcel of land located at 118 Rockland Street, Hanover, MA 02339 for the development and use of the Depot, on a schedule approved by the Town.
4. Allow **SSRC** contractors and subcontractors to enter onto the land at 118 Rockland Street, Hanover, MA 02339 to perform all necessary work, upon appropriate notification from the **SSRC**, and approved by the Town.
5. Provide **SSRC** reasonable access to the Depot upon request to Hanover DPW and/or Hanover Police. The **Town** reserves the right to place reasonable restrictions on this access and the use of the Depot in order to protect the public health, safety and welfare of its residents and visitors.
6. Maintain the property on which the Depot is located (i.e., timely snow removal, grass cutting, etc.) to ensure it is accessible when needed.
7. Be responsible for immediately notifying the **SSRC** of any hazardous materials which are abandoned at the Depot at a time when the **SSRC** is not operating a collection event, and of placing such materials inside the appropriate structure.
8. Document and share with the **SSRC** for reimbursement any and all costs incurred in the course of meeting the responsibilities defined in this Agreement and for any liabilities associated with the operation of the Depot or with hazardous materials abandoned at the site.
9. Not impose charges, gratuities, tariffs, or conditions for access to or use of the Depot without **SSRC**'s approval.
10. Coordinate with the **SSRC** regarding inspections and maintenance needed at the Depot.
11. Manage RCRA clean cardboard generated by HHW Depot operations.
12. Allow **SSRC** staff and contractors to use the restroom located at the Transfer Station.

SECTION 4: POINTS OF CONTACT

1. The Executive Director of the **SSRC** ("Director") or his/her designee and the **Town's** Director of Public Works or his/her designee will act as Points of Contact in the implementation of this Agreement.
2. Each Point of Contact represents the interests of their respective Party during the term of the Agreement and is the designated point of contact for that Party.

SECTION 5: PERSONNEL AND EQUIPMENT

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

governmental unit or units.

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

SECTION 6: INDEMNIFICATION

1. SSRC and each participating municipality agree to fully indemnify the Town of Hanover and all its employees and officials against any and all claims that in any way relate to the operation of the Depot. This indemnification includes the payment of all attorney fees, litigation, costs, settlements, and/or judgements. The responsibilities undertaken by the Parties are for the common goals of this Agreement. In no way does this Agreement relieve any Party from their individual or joint legal obligations under this Agreement or under any applicable law or regulation.
2. The Parties agree to individually assume responsibility for any and all claims, liabilities, and costs of personal injury or property damage arising directly out of the establishment and operation of the Depot, to the extent such actions relate to their performance under the terms of this Agreement.
3. If a Party receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against one or both Parties in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three business days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

SECTION 7: INSURANCE

26. At a minimum each party's insurance must cover any and all potential liabilities at the Depot location and each party's insurance policy must name the Town of Hanover as an additional insured. The insurance limits must be set to the recommended limits of the Town of Hanover's Insurance Carrier at all times. SSRC shall annually reimburse the Town for any insurance policy/rider related to the Depot and operation of the Depot. Parties shall secure and maintain in effect throughout the term of this Agreement, insurance adequate to meet their obligations

hereunder.

SECTION 8: ASSIGNMENT

The Parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

SECTION 9: AMENDMENT

This Agreement may only be amended in writing signed by both Parties.

SECTION 10: SEVERABILITY

In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

SECTION 11: TERMINATION OF AGREEMENT

The **Town** may terminate this Agreement upon the provision of at least one year prior written notice to the **SSRC**. Upon such termination, the **Town** may reclaim the full use of the land on which the Depot is located; provided that no such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. In the event of termination, the **Town** shall be compensated for approved services performed prior to the date of notice of termination.

SECTION 12: COMPLIANCE WITH CONFLICT-OF-INTEREST LAWS

1. The Parties warrant and represent that, to the best of their knowledge, no officer or employee of the Parties who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. The Parties further warrant and represent that, to the best of their knowledge, no employee of the Parties has a financial interest, either directly or indirectly, in the Agreement except as permitted under G.L. c. 268A, § 7.
2. The Parties understand that they may have obligations with regard to compliance with all aspects of the Commonwealth of Massachusetts Ethics Law, M.G.L. c. 268A, specifically G.L. c. 268A, §§ 4, 17, and 11.

SECTION 13: DECOMMISSIONING

1. Upon the expiration or termination of this Inter-Governmental Agreement, the **SSRC** shall decommission and close the Depot in a safe, orderly, and environmentally sound manner in accordance with all applicable local, state, and federal laws and regulations, as well as in accordance with a Decommissioning and Closure Plan that has been approved by the **Town** and the Massachusetts Department of Environmental Protection. The **SSRC** shall complete decommissioning activities within 6 months following commencement of decommissioning.
2. All decommissioning activities shall be performed using efforts consistent with generally accepted industry standards for hazardous waste facilities and in a manner that minimizes risk to human health and the environment. If contamination attributable to Depot operations is identified during or after decommissioning, the **SSRC** shall promptly perform all investigation, remediation, and corrective actions required by applicable local, state, and federal laws and regulations.

SECTION 14: GOVERNING LAW AND JURISDICTION


This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both Parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

SECTION 15: COMPLETE AGREEMENT

This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the Parties and supersede all prior agreements and understandings between the Parties and may not be changed unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For: **THE SOUTH SHORE RECYCLING COOPERATIVE**

Signature:  Date: 4/3/2026
Print Name: Claire L. Galikowski
Title: Executive Director

For: **THE TOWN OF HANOVER**

Signature:  Date: 10-April-2026
Print Name: Joseph Colangelo
Title: Town Manager