

**FIRST AMENDMENT TO
BLUE HILL/SURRY TRANSFER STATION LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO BLUE HILL/SURRY TRANSFER STATION LICENSE AGREEMENT (the “First Amendment”) made this ____ day of _____, 2022, by and among (a) the Blue Hill/Surry Joint Solid Waste Disposal Facility located in Blue Hill, Maine and created and operated as a joint venture by the Town of Blue Hill and the Town of Surry (the “Facility”); and (b) the Town of Brooklin, the Town of Brooksville, and the Town of Sedgwick, each being a municipal corporation located in Hancock County, Maine (collectively, the “Participating Towns”), amends the *Blue Hill/Surry Transfer Station License Agreement* made and entered into by the parties on May 22, 2007 (the “Agreement”).

RECITALS

WHEREAS, the Facility was established by an *Interlocal Cooperation Agreement Between the Towns of Blue Hill and Surry for Solid Waste Disposal Facilities*, dated April 3, 1995, by and between the Towns of Blue Hill and Surry (the “Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement established a Solid Waste Committee, constituting three members of the Select Board of the Town of Blue Hill and three members of the Select Board of the Town of Surry, to, among other things, manage the operation of the Facility and contract to accept and dispose or recycle solid waste generated in other municipalities. The Treasurer of the Town of Blue Hill serves as the Treasurer of the Facility, and the fiscal year of the Facility is the same fiscal year as the Town of Blue Hill (presently the calendar year); and

WHEREAS, the Facility presently includes six elements: (a) a transfer station which receives solid waste and transports it to remote sites for further processing, or disposal; (b) a construction and demolition debris landfill, which was closed in 2015; (c) a recycling center; (d) an area for the disposal of “white goods”; (e) areas for the disposal of wood & wood products and of metals; and (f) an area for the disposal of universal waste such as computers and televisions; and

WHEREAS, the parties entered into the Agreement, pursuant to 38 M.R.S.A. Sections 1304-B(4) and 2184 and consistent with the Maine waste management and recycling statutes and the contract limitations set forth in 38 M.R.S.A. Sections 1304-B(4-A), in order to allow the residents of the Participating Towns to dispose of solid waste and recyclable materials; and

WHEREAS, the Participating Towns and the Committee wish to amend the Agreement in order clarify and amend certain of the terms and conditions made therein, as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Facility, acting through its Committee, and each Participating Town, acting through its respective governing body, hereby agree as follows:

The Agreement is hereby amended by adding the words shown in underline and by deleting the words shown in strikethrough to each of the following sections of the Agreement:

Preeminence of the Committee:

1. Oversight. Each Participating Town acknowledges and agrees that all administrative, management, and operating decisions for the Facility shall be made only by the ~~members of the~~ Committee. Those decisions may include, but are not limited to, decisions concerning (a) the receiving and storage of solid waste and recycled materials, (b) the transfer and delivery of solid waste and recycled materials to ~~PERC and others~~ remote processing/disposal facilities, (c) the hiring, employment, supervising, disciplining and firing of any and all Facility employees, (d) the establishment of policies and procedures for the operation of the Facility, consistent with the terms of this Agreement, (e) the closure and ongoing monitoring of the landfill on the Facility premises, and (f) the termination of the Interlocal Agreement and closure of the Facility. The Committee will maintain a regular monthly schedule and will meet at least quarterly, barring extenuating circumstances. ~~Each Notice of all such regular meetings will be made on the Town of Blue Hill website calendar and each~~ Participating Town will be given notice of ~~each session of the Committee, giving any special or emergency meetings promptly after the~~ date, time, and location. ~~Every attempt will be made to give a 2-week's notice of any changes in the regular of such special or emergency meeting schedule is determined.~~

2. Disposal of Solid Waste. Subject to (a) the payments of fees ~~discussed below~~ set forth in Section 6 below as they may from time to time be amended, (b) the terms of this Agreement, and (c) ~~to~~ the rules and regulations adopted by the Committee, as they may from time to time be amended, the Committee will allow the Residents (as defined in Section 3 below) of each Participating Town to dispose of certain solid waste, construction debris, and recycled materials at the Facility. The Participating Towns understand that the Residents of Blue Hill and Surry also use the Facility and that the Committee reserves the right to enter into similar license agreements with other municipalities in Hancock County for use of the Facility.

3. Rules and Regulations. The Committee shall establish certain rules and regulations for the Facility. The Committee may amend, add or delete such rules and regulations from time to time, notifying each Participating Town of the change in writing at least 30 days prior to the effective date of the change, unless it is a legally mandated change.

For purposes of this Agreement, "Resident" of a town shall mean any person residing full-time or seasonally in the town, either as the owner or occupant of property in the town, regardless of whether that person is a registered voter or domiciliary of the town.

Each Participating Town shall notify its Residents of the Facility rules and regulations by posting the same at its town office, and ~~by including a summary of the same with the first tax bills sent out after this Agreement is executed by all parties on its website.~~ Each Participating Town is ~~ultimately responsible and~~ shall use its best efforts to ensure that its respective ~~residents~~ Residents abide by those rules and, in particular, obey directions provided by the Facility staff.

It is anticipated that the rules and regulations will address certain items including, but not limited to:

- (a) A list of solid waste categories and items which may and may not be delivered to the Facility;
- (b) A list of recycled items which may and may not be delivered to the Facility;
- (c) A schedule of ~~operating hours~~Operating Hours of the Facility (as ~~more fully discussed~~defined in Section 4 below);
- (d) A schedule of fees to be paid by ~~individual members~~Residents of the Participating Towns, such as disposal fees for white goods, computers & electronic equipment, mattresses, certain hazardous wastes, etc.;
- (e) Safety rules and rules regarding traffic flow within the Facility;
- (f) Issuance of user stickers for ~~residents~~Residents of Participating Towns; and
- (g) Scheduling of household hazardous waste and demolition debris collection, and establishment of additional fees for those materials.

~~4. Operating Hours. At the time of this Agreement the Committee keeps the Facility open, and anticipates keeping the Facility open in the foreseeable future, during the seven days of each week, from 7:00 A.M. to 5:00 P.M., from April 1 through November 30, and from 7:00 A.M. to 4:00 P.M., from December 1 through March 31. Exceptions may be made for weather conditions, mechanical problems, and safety issues.~~

~~The Committee reserves the right to change those days of operation and hours~~

~~4. Operating Hours. The Committee shall set the days of operation and hours (together, "Operating Hours") as the Committee, in its sole discretion, determines from time to time to be most appropriate for the most effective operation of the Facility. However, before such changes occur. Before any change to the Operating Hours occurs, the Committee shall provide advance notice to each Participating TownsTown of the proposed change and allow each Town an opportunity to be heardprovide written or oral comment to the Committee before the change is adopted. The effective date of each change shall be at least fourteen (14) days after it is adopted by the Committee. Nothing herein shall be deemed to prevent the Committee from temporarily closing the Facility without notice as a result of weather, scheduled maintenance, mechanical problems, safety issues, emergencies, or other unforeseeable events.~~

~~The effective date of each change shall be at least fourteen (14) days after it is adopted.~~

~~5. Budget. The Committee shall prepare an annual budget and shall consult with a representative designated by each of the Participating Towns as part of its budget preparation process. The Committee shall present a preliminary budget to the Participating Towns for comment by January 15 of each year. However, the Committee shall have the ultimate authority to determine and adopt the annual budget.~~

 6. Fees.

~~{A}~~. As consideration and compensation for the rights provided to each Participating Town under this ~~agreement~~Agreement, each Participating Town agrees to pay to the Facility Treasurer annual fees as set by the Committee: ~~(“Fees”)~~. When determining and allocating the fees among the Participating Towns and the Towns of Blue Hill and Surry, the Committee will consider the amount of money needed each year to cover (a) current expenses, (b) costs associated with financing, developing, constructing, repairing, remediating, maintaining and operating the Facility including, but not limited to, the payment of debt service and the maintenance of reasonable reserves or sinking funds (including capital improvement funds and equipment purchase funds) in connection with the financing or operation of the Facility, (c) ~~the~~Closing Costs associated with the Closure Reserve Fund, as set forth in Section 8 below, (d) any other costs incurred by the ~~Committee~~Facility in connection with the handling of solid waste, (e) compliance and landfill monitoring costs, (f) any deficiencies arising by virtue of the failure of any Participating Town to meet its obligations to pay its share of the Facility costs, (g) any operating deficit from the previous year, and (gh) the Municipal Solid Waste Disposal Surcharge under 38 M.R.S.A. Section 2204. ~~The Participating Towns understand and agree that the Committee may set fees for the Towns of Blue Hill and Surry that are lower than those assessed to the Participating Towns.~~

B. The Participating Towns agree to pledge the full faith and credit of the municipality for the payment of ~~fees~~Fees, assessments, ~~accrued closing costs~~Closing Costs, payments owed by a terminating Participating Town, and other payments to the Committee; pursuant to this Agreement (collectively, “Payments”), and to levy upon and raise from taxable estates with the municipalities by general ~~true~~taxes the amounts required to pay those ~~fees, assessments, accrued closing costs owed by a terminating Participating Town, and other payments~~Payments; or to raise those amounts by means of any fee, user charge or other cost-sharing or assessment mechanism duly adopted and authorized by the Participating Town; or to borrow those amounts by issuance of general obligation bonds or notes.

~~{B}~~

C. The ~~annual—fees~~Fees assessed to the Participating Towns for their ~~Residents’~~Residents’ use of the Facility will be allocated among them based upon ~~the~~ formula ~~that~~set forth in Exhibit A, attached hereto and made a part hereof, which will take into account total dwellings in each town and the population from the latest census.

D. By January 31st of each year, the Committee will adopt an annual budget and will establish the annual ~~fees~~Fees to be paid by each Participating Town for the period beginning on January 1st of each year. Those ~~fees~~Fees shall be due and payable in four (4) quarterly installments on March ~~1~~31st, June 1st, September 1st, and December 1st of each year. A Participating Town shall owe interest to the Facility for any payment made thirty (30) or more days after its due date. The interest rate shall be the rate established that year by Blue Hill’s voters on delinquent payments of real estate taxes. If the Committee has not established the annual ~~fees~~Fees before March 1st of any year, each Town shall then pay to the Facility a quarterly installment equal to that established for the prior year, and an adjustment will be made for the second installment.

~~The initial formula for the allocation of fees paid by Blue Hill, Surry, and the Participating Towns will be a blend of 50% of total dwelling units in each town and 50% of the population of each town shown in the last census.~~

~~In each year of this Agreement, in lieu of rent, the Towns of Blue Hill and Surry will receive a 20% reduction in their fees. The January 31st submission to the Participating Towns will include a spreadsheet showing the allocation formula to be used for the ensuing year and all of the respective fees.~~

~~E. Each year the Committee may receive (from Fees paid by the Participating Towns, income received from the sale of recycled goods, returnables, and other sources, and other revenue sources) sums in excess of the costs of operating the Facility and the amounts necessary to pay for the costs identified in Section 6.A above (including, but not limited to, budgeted contributions to reserves and sinking funds). Any such excess sums shall be added to one or more reserve or sinking fund accounts or shall lapse into unassigned general funds, as the Committee, in its sole discretion, determines is appropriate. The excess income shall not be refunded to the Participating Towns or to the Towns of Blue Hill or Surry, except as provided in Section 8.~~

~~7. Annual Financial Statements. Each year of this Agreement, the Committee shall provide end-of-fiscal year financial statements for the Facility to each Participating Town. Those financial statements shall be provided no later than six months after the December 31st end of the Facility's Facility's fiscal year.~~

~~Each financial statement shall contain at least the following information:~~

- ~~(a) Income received from each Town's fees paid during the preceding year;~~
- ~~(b) Income received from the sale of recycled goods and returnables;~~
- ~~(c) Costs of administration for the Facility;~~
- ~~(d) Payroll expenses at the Facility;~~
- ~~(e) Tipping Fees paid to PERC;~~
- ~~(f) Hauling services paid for transporting solid waste, recyclable items and returnables;~~
- ~~(g) Amounts deposited into the Closure Fund; and~~
- ~~(h) The balance held in the Closure Fund at year end.~~

~~5. Closure of Landfill; Closing Reserve Fund; Allocation of Expenses. It is understood, and agreed by the Participating Towns, that each year the Committee may receive from fees allocated to and paid by the Participating Towns, and income received from the sale of recycled goods, returnables and other sources sums in excess of the amount necessary to pay for the operation of the Facility, the tipping fees paid to PERC, and the cost of hauling services. Each year the budgeted amount for the Closing Reserve Fund, plus any that excess income, shall be deposited by the Committee/Blue Hill Treasurer into a separate and continuing Closure Fund account, to be invested pursuant to the municipal law statutes. The excess income shall not be refunded to the Participating Towns or to the Towns of Blue Hill and Surry.~~

~~When the Closure Fund has sufficient assets and when the Committee decides to close the entire landfill, or portions of it, located at the Facility, in accordance with the requirements of the Maine Department of Environment Protection, those funds will be expended for that purpose.~~

8. Closure Reserve Fund. The Closure Reserve Fund shall be established and maintained by the Committee to fund, among other things, the costs of closure of the construction and demolition debris landfill; all required monitoring, maintenance, compliance, and remediation of the closed landfill; and the closure of any or all parts of the Facility when such closure is determined by the Committee to be necessary or desirable (collectively, "Closing Costs"). If the Committee determines, in its sole discretion, that the Closure Reserve Fund, or some portion of it, is no longer needed, then those monies shall be disbursed to the Participating Towns and to the Towns of Blue Hill and Surry in the following proportions (the "Closure Reserve Percentage"):

<u>Town</u>	<u>Closure Reserve Percentage</u>
<u>Blue Hill</u>	<u>35.9%</u>
<u>Surry</u>	<u>20.5</u>
<u>Brooklin</u>	<u>13.2</u>
<u>Brooksville</u>	<u>14.7</u>
<u>Sedgwick</u>	<u>15.7</u>
<u>TOTAL:</u>	<u>100.0%</u>

~~In the event that the amount held in the Closure Fund exceeds the initial cost of closure, the remaining funds will continue to be held in the Closure Fund to cover the cost of future monitoring and maintenance of the landfill. When the Committee determines that the Closure Fund is no longer needed, the then remaining sums shall be distributed to the Participating Towns and to the Towns of Blue Hill and Surry on a pro-rata basis based upon the sums paid to the Facility during the preceding ten (10) years.~~

~~In the event that the Closure Reserve Fund is insufficient to cover the documented costs of closing the landfill at the Facility actual and the estimated ~~costs of required future monitoring, that Closing Costs~~, the Committee may assess a supplemental shortfall fee which shall be paid into the Closure Fund by the Participating Towns and by the Towns of Blue Hill and Surry ~~on a pro-rata basis based upon the sums paid to the Facility during the preceding ten (10) years. An effort will be made by the Committee to handle closing costs within the annual budgets in order to avoid a.~~ Each town's payment shall be an amount equal to the product of the total shortfall assessment. Each Participating Town agrees that (1) if at the time of final closure of the landfill the Closing Reserve Fund is insufficient, and (2) if a Participating Town's participation under this Agreement has previously ended, ~~that previously participating Town shall pay to the amount determined by the Committee a~~ supplemental assessment for its fair share of the excess closure costs using the foregoing pro-rata allocation based upon the payments to the Committee made by the Participating Towns and by Blue Hill and Surry during the prior ten years. ~~If the previously participating town has not been liable to pay any fees in the prior ten years, no assessment shall be owed.~~~~

and that town's Closure Reserve Percentage (the "Shortfall Payment"). The provisions of this section cannot be changed by the Committee without the prior written consent of the Participating Towns.

9. Termination of Agreement.

A. Termination by Participating Town. Each Participating Town may, after vote of its town meeting and upon due notice to the Committee and to the other Participating Towns, elect to terminate its participation in this Agreement. A terminating Participating Town and the Committee shall negotiate in good faith and enter into a termination agreement, which shall allocate an equitable share of the Facility's liabilities to the terminating Participating Town, including any current or future costs and liabilities associated with Facility monitoring, maintenance, compliance, remediation, and closure of any or all parts of the Facility. The termination date shall be the December 31st and such following the effective date of the termination agreement, and the town meeting vote and notice must be provided to the Committee and to the other Participating Towns ~~no later than the first day of April preceding the termination date. However, any such Participating Town is encouraged to provide longer notice and remain under the Agreement while other arrangements are made, and the at least three (3) years prior to the termination date will be December 31st of a specified year.~~ Until the termination date, the terms and conditions of this Agreement, including the obligation to pay Fees assessed by the Committee, shall apply to the terminating Participating Town.

~~If a Participating Town elects to terminate its participation in this~~

B. Termination by Committee for Convenience. ~~This Agreement, it shall pay the fee assessed to it for all of that final year, but that fee shall not exceed the lower of (a) the fee that would be allocated to it for that year, or (b) the fee that was allocated to it for the preceding year plus 15%.~~

~~This is a license terminable as to one or more of the Participating Towns at the will of the Committee. However, the Committee agrees that any such termination for convenience will take effect on December 31st of a particular year and that—in order to provide sufficient time to make other arrangements—it will give the Participating Town or Participating Towns written notice of termination and revocation no later less than December 31st three (3) years before the date of the preceding years such termination for convenience.~~

C. Termination by Committee for Cause. The Committee may terminate this Agreement and revoke this license as to one or more of the Participating Towns for cause in accordance with Section 10 below.

10. Default. In the event that a Participating Town fails to pay its ~~allocated share of the fees established by the Committee assessed Fees,~~ or fails to comply with any other provision of this Agreement, the Committee may, ~~in lieu of immediate revocation of this license,~~ send a notice of default to that Town demanding that it come into compliance by a specific date, not less than thirty (30) days after the date of the notice. If that Participating Town fails to take the action(s) specified to bring it into compliance, the Committee may declare it in ~~Default~~default and revoke that Participating ~~Town's~~Town's rights under this Agreement and immediately terminate this Agreement as to that Participating Town.

Upon ~~Default~~default of any provision of this Agreement by a Participating Town, the Residents of the defaulting Town shall no longer be permitted to use the Facility.

~~However that Town shall still be required to pay the remainder of that year's annual fee that was allocated to it. Should that Town fail to make the payment(s). However, such defaulting Town shall still be required to pay . to the Facility (i) all Fees assessed against it under Section 6 for the then-current year and for the following year, and (ii) any Shortfall Payment assessed against it under Section 8 during the ten-year period following the Committee's declaration of default (collectively, the "Termination Payment"). The parties agree that actual damages to the Committee in the event this Agreement is terminated as a result of a default by a Participating Town would be difficult to ascertain and the Termination Payment is a reasonable approximation of the damages suffered by the Committee as a result of termination by default of this Agreement. Should a defaulting Town fail to make any payments due under this Agreement or otherwise fail to comply with any other provision of this Agreement, the Facility, acting through its Committee or through the Towns of Blue Hill and Surry, shall be entitled to commence an action in the District Court or Superior Court located in Ellsworth, Maine, for the purpose of collecting the sums owed to it; and seek any other remedy available to it in equity or in law. The defaulting Town shall also be required to pay the costs and attorney fees incurred by the Facility, its Committee or the Towns of Blue Hill and Surry, in collecting the sums owed to the Facility.~~

~~6. — Definitions.~~

~~(a) — Construction & Demolition Debris. Debris resulting from the construction, remodeling, repair, and demolition of structures. It excludes asbestos and other special wastes.~~

~~(b) — Recyclable, Recycle and Recycling have the meaning given under Title 38, Section 1303-C (as they may be subsequently amended);~~

~~(c) — Resident. Any person residing full-time or seasonably in the Town, either as the owner or occupant of property in the Town, regardless of whether that person is a registered voter or domiciliary of the Town.~~

~~(d) — Solid Waste. Useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing; including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse. It does not include hazardous waste, special waste, biomedical waste, septage, yard waste & waste oil as those terms are defined in Title 38, Sections 1303-C (as they may be subsequently amended), or agricultural wastes, vehicle tires, white goods or universal waste.~~

~~11. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved as follows: The parties to the dispute shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved party has given written notice of such Dispute to the other parties. If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the aggrieved party and the other parties to the Dispute, shall not exceed one full day or two half days in length, and shall be~~

completed within 90 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. In the event that the aggrieved party and the other party or parties to the Dispute are unable to agree on a mediator within 14 days, or to resolve the dispute through mediation within 90 days, each of the parties reserves the right to file a civil action in a court of competent jurisdiction located in Ellsworth, Maine. Unless otherwise directed by the parties, the Members shall continue performance under this Agreement while matters in dispute are being resolved.

12. Insurance. Each party shall be responsible for obtaining and maintaining insurance adequate to protect itself from the risks, if any, related to this Agreement.

13. Adoption of Agreement; Effective Date; Amendment-; Survival; Severability; Governing Law.

A. As required ~~in~~by 38 M.R.S.A. Section 1304-~~8~~B(6), the ~~Selectmen~~Select Boards of each Participating Town, and of the Towns of Blue Hill and Surry, shall ~~schedule special, at their next town meetings to~~meeting, discuss and vote upon each ~~Town's~~Town's approval of this Agreement ~~or any amendments thereto~~.

B. Adoption of this Agreement is contingent upon its approval by the voters of Brooklin, Brooksville and Sedgwick authorizing their ~~selectmen~~Select Boards to execute the final version of this Agreement. Approval of all of the Participating Towns is not required. If the voters of one or ~~two~~more of those Towns should fail to approve their participation in this Agreement, the Agreement will be re-typed to remove the ~~Participating Town~~names of such town(s) from ~~the Transfer Station License~~this Agreement.

C. The effective date of this Agreement shall be January 1, 2007.

D. This Agreement may be amended by votes of the Committee and votes of the legislative body of each Participating Town.

E. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, but not be limited to, Section 6 (Fees), Section 8 (Closure Reserve Fund), Section 9 (Termination of Agreement), Section 10 (Default), Section 12 (Insurance), and Section 13 (Adoption of Agreement; Effective Date; Amendment; Survival; Severability; Jurisdiction).

F. Should any section or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other section or provision of the Agreement.

G. This Agreement is governed by the laws of the State of Maine.

14. Notices. The notices required under this ~~agreement~~Agreement shall be sent to the following addresses:

(a) For the Committee to: Blue Hill / Surry Transfer Station
P.O. Box 412
Blue Hill, ME 04614-0412

(b) For the Town of Blue Hill to: Town of Blue Hill ~~Selectmen~~
Select Board
P.O. Box 412
Blue Hill, ME 04614-0412

(c) For the Town of Surry to: Town of Surry ~~Selectmen~~
Select Board
P.O. Box 147
Surry, ME 04684-0147

(d) For the Town of Brooklin to: Town of Brooklin ~~Selectmen~~
Select Board
P.O. Box 219
Brooklin, ME 04616-0219

(e) For the Town of Brooksville to: Town of Brooksville ~~Selectmen~~
Select Board
~~1 Town House Road~~
P.O. Box 314
Brooksville, ME 04617

(f) For the Town of Sedgwick to: Town of Sedgwick ~~Selectmen~~
Select Board
P.O. Box 40
Sedgwick, ME 04676-0040

Except as expressly specifically amended by this First Amendment, all of the terms, covenants, and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the date first above written, all references to the Agreement shall mean and be the Agreement as affected by this First Amendment.

IN WITNESS WHEREOF the Facility and the Participating Towns have each caused this ~~Agreement to~~First Amendment be signed by its duly authorized representatives ~~and initialed on each page by each chair.~~

~~The Blue Hill/Surry Joint Solid Waste Disposal Facility, by~~ **THE BLUE/HILL SURRY
JOINT SOLID WASTE
DISPOSAL FACILITY**

Date: _____

By: _____
Its: Solid Waste Committee
Chair

_____ <name, title>

The Inhabitants of the Town of Brooklin, by

TOWN OF BROOKLIN

Date: _____

_____ (please print name and title)

_____ (please print name and title)

By a majority of its Select
Board

_____ (please print name and title)

The Inhabitants of the Town of Brooksville, by

**TOWN OF
BROOKSVILLE**

Date: _____

_____ (please print name and title)

_____ (please print name and title)

By a majority of its Select
Board

_____ (please print name and title)

The Inhabitants of the Town of Sedgwick, by

TOWN OF SEDGWICK

Date: _____

_____ (please print name and title)

(please print name and title)

By a majority of its Select
Board

(please print name and title)

FIRST AMENDMENT TO
BLUE HILL/SURRY TRANSFER STATION LICENSE AGREEMENT

EXHIBIT A

Formula for Determining Fees Pursuant to Section 6.C

The following process will be used to determine each Town’s share of the total annual Fee established pursuant to Section 6:

Calculation of Adjusted Population Percentage of each Town:

(1)	Number of seasonal housing units in the Town ¹	_____
(2)	Seasonal housing population adjustment factor ²	1.50
(3)	Seasonal population adjustment (product of Lines 1 and 2)	_____
(4)	Year-round population of the Town ³	_____
(5)	Adjusted town population (sum of Lines 3 and 4)	_____
(6)	Total local adjusted population (sum of Lines 5 for Blue Hill, Surry and all Participating Towns)	_____
(7)	Town population proportion (Line 5 divided by Line 6)	_____

Calculation of Annual Fee for a Participating Town:

(8)	Town population proportion (Line 7 above)	_____
(9)	Total annual Fee (all Towns) ⁴	\$ _____
(10)	Fee before rental payment (product of Lines 8 and 9)	\$ _____
(11)	Annual “rental” fee ⁵	\$ _____

¹ Based upon the most recently available **U.S. Census Bureau Decennial Census, Table H5, “Vacant—For seasonal, recreational or occasional use”** (or, if such table or value are no longer published, such other table/value as may most closely reflect the decennial census number of seasonally/recreationally vacant housing units in the Town).

² Representing an adjustment reflecting an assumption about the average household size and duration of occupancy for seasonal housing units.

³ Based upon the most recently available **U.S. Census Bureau Decennial Census, Table P1, “Total”** (or, if such table or value are no longer published, such other table/value as may most closely reflect the decennial census population of the Town).

⁴ As calculated pursuant to Section 6 of this Agreement.

⁵ Initially \$12,000 for the 2022 calendar year; adjusted annually based on the change in **Northeast Region CPI-U over the preceding 12 months**.

(12) **Annual Fee for the Participating Town (sum of Lines 10 and 11)** \$ _____

Calculation of Annual Fee for Blue Hill or Surry:

(13) Town population proportion (Line 7 above) _____

(14) Total annual Fee (all Towns) (Line 9 above) \$ _____

(15) Fee before application of rental payments
(product of Lines 13 and 14) \$ _____

(16) Aggregate rental payments
(sum of Lines 11 for all Participating Towns) \$ _____

(17) Adjusted town population (Line 5) _____

(18) Adjusted town population
(sum of Lines 5 for Blue Hill and Surry) _____

(19) Line 17 divided by Line 18 _____

(20) Town share of rental payments
(product of Line 16 and Line 19) _____

(21) **Annual Fee for the Town**
(Line 15 less Line 20) \$ _____