

INTERMUNICIPAL AGREEMENT
FOR THE USE OF WINCHENDON TRANSFER STATION

THIS AGREEMENT is entered into by the Town of Templeton, MA, a corporate body politic, acting by and through its Select Board ("Templeton") and the Town of Winchendon, MA, a corporate body politic, acting by and through its Board of Selectmen ("Winchendon") (each a "Party" and collectively, the "Parties"), which execute this Intermunicipal Agreement (the "Agreement") as follows:

WHEREAS, G.L. c. 40, § 4A, as amended, allows the Chief Executive Officer of a city or town, or a board, committee, or officer authorized by law to execute a contract in the name of a governmental unit to enter into agreements with one or more other cities, towns or governmental units to perform jointly activities or undertakings which any one of them is authorized by law to perform;

WHEREAS, G.L. c. 40, § 4A, as amended, sets forth requirements for and parameters of such intermunicipal agreements;

WHEREAS, Templeton residents would like to dispose of household trash in the Winchendon Transfer Station

WHEREAS, Winchendon has the capacity to accept additional household trash;

NOW, THEREFORE, the Parties, in consideration of the covenants and mutual premises contained herein, hereby agree as follows:

1. TERM AND TERMINATION

1.1 Effective Date. This agreement shall take effect on September 1, 2023 and shall continue in effect until June 30, 2026 unless extended or unless otherwise terminated as provided for herein.

1.2 Renewal. Following the conclusion of the initial term, this Agreement will not automatically renew and must be renegotiated.

1.3 Termination. Either Party may terminate its participation in the Agreement upon 60 days' written notice to the other Party. Notwithstanding notice of termination, the Parties shall remain bound to and liable for all responsibilities set forth herein until the effective date of such termination. A terminating Party shall not be entitled to a refund of any funds paid under this Agreement.

2. OPERATIONS AND COSTS

2.1 Templeton shall pay the Town of Winchendon an annual fee according to the following schedule:

FY2024 \$5,000

FY2025 \$7,500

FY2026 \$10,000

2.2 In consideration of the fee paid by Templeton, the Town of Winchendon shall charge Templeton residents the same trash fees as are charged to Winchendon residents.

3. NOTICE

Notice to be sent to the parties' addresses, for the purpose of notice given hereunder are as follows:

Town of Winchendon
Office of the Town Manager
109 Front Street,
Winchendon, MA 01475

Town of Templeton
Office of the Town Administrator
160 Patriots Road
East Templeton, MA 01438

4. AMENDMENTS

This Agreement may be amended only in writing signed by both Parties duly authorized at any time by the Town Administrator/Manager of each Party and shall be duly signed prior to taking effect.

5. 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.

6. GOVERNING LAW

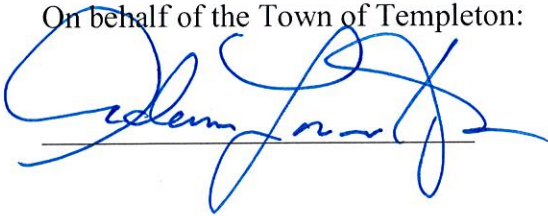
This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of the Worcester County Superior Court for the adjudication of disputes arising out of this Agreement.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described and supersedes all prior agreements, negotiations and representations, either written or oral.

THIS AGREEMENT is made by and between the parties that are signatory hereto, each duly authorized.

On behalf of the Town of Templeton:

A handwritten signature in blue ink, appearing to be "Salem", is written over a horizontal line.

On behalf of the Town of Winchendon:

A handwritten signature in black ink, appearing to be "William J. McKim", is written over a horizontal line.