

HOST TOWN AGREEMENT

HOST TOWN AGREEMENT made as of this 16th ^{September} day of 2008, by and between the TOWN OF WILLISTON, a municipality situated in Chittenden County, Vermont (the "Town") and ALL CYCLE WASTE INC., a Vermont corporation with principal place of business at Williston, Vermont ("All Cycle").

WITNESSETH:

WHEREAS, All Cycle desires to operate a Transfer station located in the Town; and

WHEREAS, the Town and All Cycle recognize that a Transfer station creates certain impacts which are not typical of other types of development; and

WHEREAS, the Town does not object to the operation of a Transfer station located in the Town provided any impacts are appropriately mitigated; and

WHEREAS, All Cycle is willing to mitigate any impacts to the reasonable satisfaction of the Town;

NOW, THEREFORE, the Town and All Cycle in consideration of the covenants and agreements herein contained, covenant and agree as follows:

1. **Definitions:**

- a. "District" means the union municipal district formed under the laws of the State of Vermont known as the Chittenden Solid Waste District.
- b. "Solid Waste" means any garbage, refuse, septage, sludge from a waste treatment plant, a water supply treatment plant, or pollution control facility, or any other discarded material including without limitation solid, liquid, semi-solid, or contained gaseous material resulting from residential, industrial, commercial, mining, or agricultural operations or from community activities, but does not include animal manure and absorbent bedding used for soil enrichment or solid or dissolved materials in industrial discharges which are point sources subject to permits under the Vermont Pollution Control Act (10 V.S.A. Chapter 47).
- c. "Transfer Station" means the facility owned and operated by All Cycle at Avenues B and C in Williston for the collection and temporary storage of Solid Waste prior to its transportation and disposal at a landfill, incineration plant or other disposal facility.

2. **Fees:**

All Cycle shall pay the Town a monthly host town fee which shall be adjusted each year by the percentage increase (if any) occurring during the preceding twelve months in the Consumer Price Index ("CPI") (Seasonally Adjusted U.S. City Average for All

Items For All Urban Consumers). For the first year of the agreement (July 1, 2008 through June 30, 2009, the base fee, before the CPI adjustment is applied, shall be \$2.11 per ton of solid waste transported from the Transfer Station. Payment of the monthly host town fee for a given month shall be automatically due, without notice from the Town, by the end of the following month. For example, the monthly fee for Transported Waste during September of any given year shall be due by October 31st of that year. Monthly detail reports of Transported Waste and the fee calculation will be due on the same schedule as that of fee payments.

3. **Term/Option to Extend:**

The term of this Agreement will commence as of the date hereof and shall terminate at the close of business on June 30, 2011. Notwithstanding the foregoing, the Town shall have the right to extend this Agreement for up to two successive three year terms by providing All Cycle with written notice of such election on or before 180 days from the end of the current term.

4. **Taxes and Assessments:**

During the term of this Agreement, All Cycle shall pay the Town all taxes, assessments, impact fees and other governmental impositions and charges of every kind and nature levied and imposed by the Town against All Cycle's Transfer station property.

5. **Late Payment Fee:**

For any monthly fee not paid within thirty one days of the end of the month there shall be imposed an automatic late payment fee of one and one-half percent of the amount due, for each month, or fraction thereof, the fee remains unpaid.

6. **Governmental Permits:**

All Cycle shall be responsible for obtaining all necessary governmental permits and approvals including those required by Town by-laws, ordinances and regulations to operate the Transfer station. All Cycle agrees to comply with all conditions and requirements of any permit or certification issued by the State of Vermont.

7. **District:** All Cycle agrees to comply with the ordinances and regulations of the District.

8. **Weighing:**

All Cycle shall maintain a state-licensed scale at the Transfer station and cause all vehicles transporting Solid Waste from the Transfer station to be weighed before any Solid Waste is loaded to the vehicle and again when such vehicle is full. All Cycle shall each year give the Town a copy of the license it is required to obtain from the Vermont Department of Agriculture, Food and Markets Commissioner to operate the scale. All Cycle shall install its scale so that all readings from the scale are imputed directly into an appropriate software program.

9. **Record Keeping:**

All Cycle shall keep accurate, daily records so that the Town may determine the sums due under this Agreement. Such records shall include, without, limitation, the date and time and place a vehicle is weighed and the gross and tare weights measured at each such weighing. Each monthly payment made by All Cycle pursuant to paragraph 2 of this Agreement shall be accompanied by a summary for the month for which the payment is being made. All Cycle hereby grants, agents designated by the Town reasonable access to its books and records, and the Town may inspect and copy such books and records at All Cycle during normal business hours.

10. **Town Solid Waste:**

All Cycle, at no charge to the Town, shall pick up Solid Waste from the Town's buildings and facilities, but at no more than three different locations, regularly and as needed.

11. **Enforcement:**

All Cycle shall pay the Town costs of collection, including reasonable attorney's fees, incurred by the town in pursuing the collection of any delinquent host town fees, or incurred in the enforcement of any other provision of this Agreement. Host town fees shall be deemed delinquent when not paid within forty-five days of the last day of the month for which the payment is due.

12. **MEDIATION OF DISPUTES**


In the event that a dispute arises between the parties under the agreement, the parties will meet, within 30 days after either party makes written request to have such a meeting, in a good faith attempt to resolve such dispute. If the parties' meeting does not resolve the dispute, the parties will, within 30 days after the conclusion of such meeting, engage the services of a mutually acceptable mediator to facilitate the parties' negotiations. No mediator will have the authority to resolve the dispute or to impose a resolution of the dispute on any party. If the parties' non-binding mediation does not result in a resolution of the dispute, the parties shall have the right to pursue resolution and appropriate remedies in any court having jurisdiction.

13. **AGREEMENT BINDING**

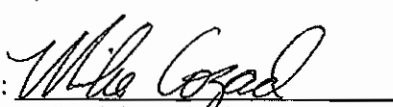
This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Town of Williston

By: 
Town Manager

All Cycle, Inc.

By: 
Its duly authorized agent