

SUPPLEMENT NO. ~~6-7~~ TO HOST TOWN AGREEMENT

This SUPPLEMENT NO. ~~76~~ TO HOST TOWN AGREEMENT is entered into this _____ day of ~~April 2017~~ May 2020 (“Supplement No. ~~67~~”) by and between the Town of Williston, Vermont, a municipal corporation (the “Town”) and the Chittenden Solid Waste District, a union municipal district (the “District”).

WHEREAS the District and the Town have entered into a Purchase and Sale and Host Town Agreement dated as of January 23, 1992, as supplemented by Supplement No. 1 to Host Town Agreement executed in September 1997, Supplement No. 2 to Host Town Agreement executed in January 2010, Supplement No. 3 to Host Town Agreement executed in February 2011, Supplement No. 4 to Host Town Agreement executed in February 2012, ~~and~~ Supplement No. 5 to Host Town Agreement executed in February 2015, and Supplement No. 6 to Host Town Agreement executed in May 2017 (as further amended, supplemented or modified from time to time, the “Host Town Agreement”);

WHEREAS, as contemplated by the Host Town Agreement, the District has completed the acquisition of the property previously owned by Hinesburg Sand & Gravel (“HS&G”) on Redmond Road in Williston, Vermont and designated as “Parcel B” in the Host Town Agreement;

WHEREAS, under Supplement No. ~~5-6~~ to the Host Town Agreement, as Parcel B was not currently actively used for the handling, processing or disposal of solid waste, the District agreed to make certain payments to the Town for a three-year period; and

WHEREAS, the Town and the District seek to extend such term of the payments for an additional three years until the District submits an application for a permit to develop a solid waste management facility on Parcel B.

NOW THEREFORE, in consideration of the covenants contained herein, for the good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

SECTION I - DEFINITIONS

1.0 General. This Supplement No. ~~6-7~~ to the Host Town Agreement is executed and delivered pursuant to Section 13.8 of the Host Town Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Host Agreement.

SECTION II – FEE PAYMENT

2.1 Parcel B shall be exempt from all town taxes, impact fees, special and general assessments and other governmental impositions and charges of every kind and nature including franchise or other fees to landfill waste or to handle or manage it in any way levied and imposed

by the Town, except as set forth in Section 3.0 to the Host Town Agreement and water or sewer, rents, rates or charges, including water and sewer connection fees, equal to those paid by commercial entities in the Town for services actually received or connections actually made.

2.2 For each of the Town of Williston fiscal years commencing on July 1, ~~2017~~2020, 2018 2021 and ~~2019~~2022, the District agrees to make a payment, for the services that the Town is providing the District and its member municipalities, as follows:

- a. The District shall pay to the Town an amount equal to the product of (i) \$33,710 multiplied by (ii) the tax rate for municipal (non-school) services in Williston. Such payment shall be made in substantially equal installments on or about the fifteenth day of August, November, and February of each fiscal year.
- b. Such payment shall not be due if by June 1 preceding the commencement of any fiscal year the District's application for permits for the commencement of construction or development of any solid waste management facility or operation on said Parcel B is deemed administratively complete by the Vermont Department of Environmental Conservation, at which point, the said payment shall terminate and Parcel B shall thereafter be exempt from all town taxes, impact fees, special and general assessments and other governmental impositions and charges of every kind and nature including franchise or other fees to landfill waste or to handle or manage it in any way levied and imposed by the Town, except as set forth in Section 3.0 to the Host Town Agreement and water or sewer, rents, rates or charges, including water and sewer connection fees, equal to those paid by commercial entities in the Town for services actually received or connections actually made.

SECTION III - MISCELLANEOUS

3.1 Host Town Agreement to remain in effect. Except as amended or supplemented by this Supplement No. ~~67~~, the Host Town Agreement shall remain in full force and effect and is hereby ratified and confirmed.

3.2 No Third Party Beneficiary. No party shall be considered or deemed a third-party beneficiary of the Host Town Agreement by the party's execution of this Supplement No. ~~67~~.

3.3 Agreement Extension. The parties agree that by written agreement they may extend the period during which the District makes a payment for services.

3.4 This Supplement No. ~~6-7~~ to the Host Town Agreement modifies the Fee payment for Parcel B as the District has acquired said Parcel B and it is exempt from real estate taxes. This Supplement No. ~~6-7~~ shall not be deemed to expand or diminish the uses of Parcel B that may be permissible under the Host Town Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement No. ~~6~~7 to the Host Town Agreement as of the day and year first written above.

TOWN OF WILLISTON

By: _____
Town Manager – Richard McGuire

CHITTENDEN SOLID WASTE DISTRICT

By: _____
~~General Manger~~Executive Director – Sarah

Reeves

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On the _____ day of _____, ~~2017~~2020, personally appeared Richard McGuire, the Williston Town Manager, and acknowledged the same to be his free act and deed and the free act and deed of the Town of Williston.

Before me,

Notary Public
My commission expires:

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On the _____ day of _____, ~~2017~~2020, personally appeared Sarah Reeves, the ~~General Manger~~Executive Director of Chittenden Solid Waste District, and acknowledged the same to be his free act and deed and the free act and deed of Chittenden Solid Waste District.

Before me,

Notary Public
My commission expires: