

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHITTENDEN SOLID WASTE DISTRICT  
AND  
THE TOWN OF HINESBURGTOWN OF HINESBURG**

This Memorandum of Understanding (“MOU”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019, between the Chittenden Solid Waste District (“District”) and the Town of Hinesburg (“Hinesburg”) (the District and Hinesburg are also referred to as the “Parties,” and each, a “Party”) for a term of five (5) years. The MOU may be extended a maximum of three (3) additional times under the same terms and conditions unless the Parties negotiate otherwise. This MOU may be amended by mutual written agreement of the Parties. Any amendments shall become integral parts thereof.

PRELIMINARY STATEMENT

WHEREAS the Town of Hinesburg owns property on Beecher Hill Road on which is constructed a Public Works facility and where an undeveloped ~~parcel~~ area of land which is of approximately 0.70 acres has been set aside for District use; and

WHEREAS Hinesburg has stated a desire to host a Drop-Off Center (DOC) for the collection of recyclable materials, special waste, universal waste, and refuse in Hinesburg in order to serve the residents and business in Hinesburg and other District member communities; and

WHEREAS, it has been the District’s policy as adopted by the District’s Board of Commissioners, to locate and operate DOCs in member communities at suitable sites that are provided by the host member community, which sites are leased to the District for the use as a DOC for an annual rent of \$1 per year; and

WHEREAS, under such arrangement, the District operates DOCs in Essex, South Burlington, Richmond, Milton and Burlington; and

WHEREAS, the District has entered in to a lease agreement with Hinesburg for use of the undeveloped ~~parcel~~ area of land by CSWD for a regional DOC; and

WHEREAS, the District has contracted with a construction firm to build a DOC in accordance with local and state permit requirements on the undeveloped ~~parcel~~ area of land; and

WHEREAS, the Parties have determined that certain maintenance activities not usually undertaken by the District on behalf of the host community have been requested by Hinesburg; and

WHEREAS, the District is aware of the ongoing environmental work adjacent to the DOC on the Beecher Brook Floodplain Restoration Area, and

WHEREAS, the District appreciates the access point difficulties for Hinesburg to maintain certain areas of the site, and the District desires to be a good neighbor and good steward of the set aside parcel,

BE IT NOW RESOLVED THAT, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree to cooperate within the context of their respective mandates, policies and resources and instruments to work together expeditiously and in good faith.

2. The District agrees to provide routine and general maintenance of the stormwater swales that are within the fenced area containing the Drop-Off Center as delineated on the DOC As-Built drawings (future Attachment A). The District shall not be obligated to provide any capital repairs or replacements if needed, unless damage is caused by tThe District. Any such capital repairs shall be at the costs and expense of Hinesburg, unless damage is caused by activities or actions of tThe District. Determination of what constitutes damage and fault shall be by a neutral third party agreeable to both Hinesburg and the District.

3. The District shall install an access gate along the eastern side of the Drop-Off Center to allow Hinesburg officials, Town contractors and/or vendors assigned to perform maintenance and/or repair work, or any other personnel so directed by Hinesburg to access to the stormwater features adjacent to the fenced area containing the Drop-Off Center. Performance of such maintenance and repair work shall be conducted in a manner to minimize any adverse impact to the public's use of the DOC and the District's operations at the DOC. Any damage to the DOC facility and/or fencing and/or gate caused by Hinesburg or their contractors and/or vendors shall be remedied by Hinesburg.

4. Hinesburg agrees to provide the District with a minimum of 24-hours' notice if there is a need to utilize the access gate to maintain their stormwater features. In the event of an emergency, this prior notice requirement shall be waived by the District however notice and acknowledged receipt of said notice shall still be required.

NOTICES. All notices, requests, and statements shall be in writing and shall be sent to the recipients and addresses set out below, as the same may be modified by the parties from time to time:

CSWD: Sarah Reeves, Executive Director  
Chittenden Solid Waste District  
1021 Redmond Road  
Williston, Vermont 05495-7729  
Phone: 802-872-8100  
[sreeves@cswd.net](mailto:sreeves@cswd.net)

Hinesburg: Renae Marshall, Town Administrator  
10632 VT-Rte. 116  
Hinesburg, Vermont 05461  
Phone: 802-482-2281  
[rmarshall@hinesburg.org](mailto:rmarshall@hinesburg.org)

MISCELLANEOUS.

5. The Parties reserve the right to re-visit or amend this MOU if, during the course of operation of the DOC, there is any change that materially affects the Premises or the expected use of the parcel as a DOC. Representatives of the Parties shall meet as necessary to review the areas of cooperation and agreed activities and to exchange views and report on activities with regard to this MOU and will establish annual plans for activities to be undertaken (which may be amended at any time during the year as circumstances evolve).

6. This MOU is not intended to, and does not create, any rights, remedies, or benefits of any character whatsoever, including any intended third-party beneficiaries, in favor of any persons, corporations, associations, or entities other than the Parties. The obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

— *Signature Page Follows* —

IN WITNESS WHEREOF the Parties hereto have caused their representatives to execute and deliver this MOU as of the date hereinabove set forth.

Dated at Williston, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Chittenden Solid Waste District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated at Hinesburg, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Town of Hinesburg

By: \_\_\_\_\_

Title: \_\_\_\_\_

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