

*One-year  
extension until  
8/11/2013*

**THIRD AMENDMENT**

**AGREEMENT BETWEEN MORETOWN LANDFILL, INC.**

**AND THE TOWN OF MORETOWN, VERMONT**

15<sup>th</sup> This Third Amendment ("Third Amendment") to the Agreement is entered into as of this day of August, 2011, by and between (i) the Town of Moretown, Vermont ("Moretown"), a Town organized and existing under the laws of the State of Vermont having a mailing address of P.O. Box 666, Moretown, Vermont 05660, and (ii) Moretown Landfill, Inc. ("MLI") (f/k/a WSI Moretown Landfill, Inc.), a corporation organized and existing under the laws of Delaware having a mailing address of 19 Kaiser Drive, Waterbury, VT 05676.

**WITNESSETH**

**WHEREAS**, MLI owns and operates a sanitary landfill ("Landfill") located in the Town of Moretown, Vermont; and

**WHEREAS**, on August 9, 2001, Moretown and MLI entered into a host community agreement ("Agreement"); and

**WHEREAS**, on December 22, 2003, Moretown and MLI entered into an amendment to the Agreement ("First Amendment"); and

**WHEREAS**, on May 1, 2006, Moretown and MLI entered into a second amendment to the Agreement ("Second Amendment"); and

**WHEREAS**, pursuant to the term established in the Second Amendment, the Agreement is set to expire on August 9, 2011; and

**WHEREAS**, Moretown and MLI have agreed to extend the Agreement for a period of one (1) year upon the same terms and conditions set forth in the Agreement and the First Amendment and Second Amendment;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:


1. **Extension of Term.** Paragraph 2 of the Second Amendment is hereby deleted, Paragraph 4 of the First Amendment is hereby deleted and Paragraph 1 of the Agreement is hereby deleted and replaced in its entirety with the following:

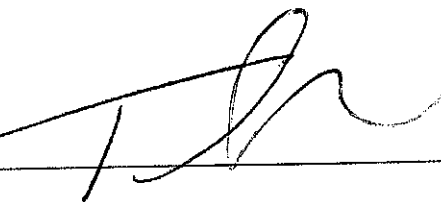
Term. This Agreement shall commence on the date it is signed by both parties and shall terminate on August 9, 2012.

2. **Remainder of Agreement.** Except as amended hereby, the Agreement and the Amendments thereto shall remain in full force and effect in all respects.

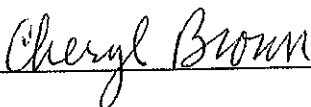
IN WITNESS WHEREOF, the parties hereto have acknowledged this Amendment as of the date first written above.

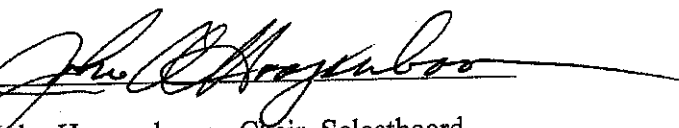
MORETOWN LANDFILL, INC.

  
\_\_\_\_\_  
Witness

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

TOWN OF MORETOWN, VERMONT

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
John Hoogenboom, Chair, Selectboard

AGREEMENT BETWEEN WSI OF VERMONT  
AND THE TOWN OF MORETOWN

Full COPY Host  
AGREEMENT  
AMENDMENT  
2nd Amendment  
3rd Amendment

This is an agreement between WSI Moretown Landfill, Inc., a wholly owned subsidiary of WSI Vermont Holdings, Inc., a Delaware corporation with a principal place of business at Route 2, Moretown, Vermont (WSI) and the Town of Moretown, Vermont (Moretown), together known as the parties to this agreement. Its purpose is to establish a compensatory host payment agreement for the landfill owned and operated by WSI.

1. **Term.** This agreement shall commence on the date it is signed by both parties and end on August 9, 2006. *Amended to Aug 9, 2011.*

2. **Termination.** This agreement shall be terminated if WSI is delinquent in paying the fees required by this agreement for more than 60 days.

3. **Host Community Fee.**

(a) WSI shall pay Moretown the sum of two dollars and eighty cents (\$2.80) for each ton of municipal solid waste (MSW) and construction and demolition debris (C&D) disposed of within the landfill. This rate shall be subject to an annual cost of living adjustment, as reported in the Consumer Price Index for all urban consumers, Boston, Massachusetts, for the previous year, starting in the first full year, with the first of such adjustments being effective for the calendar year commencing January 1, 2002. The minimum host community fee shall not be subject to adjustment. WSI will pay Moretown no fee for any materials received at the landfill without charge.

(b) The minimum host community fee paid by WSI to Moretown shall be \$350,000 for each year in which the landfill is open at least one day for acceptance of material for disposal.

(c) If the landfill is closed due to circumstances beyond WSI's control, which result in the revocation or suspension of any approvals (as defined in paragraph 7 below) necessary for the landfill to accept waste or to collect a fee for acceptance of waste, the minimum annual fee shall not be due for such year.

(d) In any year in which the minimum annual fee would be due but for the revocation or suspension of any approval, the minimum annual fee shall be an amount equal to \$350,000 multiplied by the number of days on which the landfill is open for acceptance of MSW and C&D for deposit in the landfill and divided by 300 days.

(e) Payment shall be made by WSI to Moretown monthly, with payment due and payable within thirty days after the end of each month. Any payment required to satisfy WSI's minimum annual fee shall be due within 31 days after the end of the year for

which such payment is due. Any payment made later than these deadlines shall include an interest charge of one and one-half percent (1.5% per month) on the unpaid amount of payments.

(f) WSI shall deliver to Moretown, together with each monthly host community payment, a report setting forth the tons of MSW and C&D received by WSI at the landfill during such month, together with whatever further information Moretown may reasonably require. Upon reasonable request, WSI shall grant Moretown or its designated representative reasonable access to WSI's ticket house receipts to verify the accuracy of any monthly report.

**4. Alliance Agreement.** As additional consideration, WSI agrees to enter the Agreement for Planning, Financing and Management of Solid Waste Facilities and Services with the Mad River Solid Waste Alliance, a copy of which is attached hereto as Exhibit A. In addition, WSI agrees to pay the annual fee charged to Moretown for membership in the Six Town Solid Waste Alliance, as said fee is assessed for each calendar year, beginning with the first payment due after the contract goes into effect.

In consideration of this additional consideration, Moretown will remain a member of the Six Town Solid Waste Alliance and, in the event Moretown cannot remain a member of said Alliance, Moretown will not join as a member of the Central Vermont Solid Waste Management District and will develop and implement a solid waste management plan which includes the landfill.

**5. Town of Moretown Disposal.** WSI and Moretown shall jointly develop a "sticker" program that allows each household of the Town of Moretown to dispose of up to the four (4) 30 gallon bags per week of MSW at a rate equal to or less than one percent of the lowest posted rate (on a per ton basis) for MSW in effect at the landfill at the time the stickers are purchased.

WSI shall accept, free of charge, from Moretown residents and from town and school district offices (including the municipal office, library and schools) the following: clear, brown and green glass bottles and jars, aluminum cans and ferrous (tin) cans; high density polyethylene—HDPE, colored HDPE plastic jugs, clear polyethelene terephthalate (PET) plastic bottles; newspapers; cardboard; and such other materials as WSI may designate from time to time.

**6. Disposal of Solid Waste.** WSI shall accept for disposal at the landfill any solid waste generated within Moretown and from any other location. WSI shall not accept for disposal at the landfill any hazardous, toxic, radioactive, pathological or biomedical wastes or substances as defined by applicable federal or state laws or regulations.

**7. Approvals and Operations.** WSI shall comply with, and the landfill shall be in compliance with, all necessary federal, state and local rules, regulations, licenses, orders, consents, certifications, resolutions, permits, votes or other necessary approvals

required to construct, expand, operate, maintain, close and care for the landfill. In the event of any conflict between approvals and this agreement, the approvals shall control. To the extent that compliance with any approval prevents WSI from performing an obligation under this agreement, performance by WSI of each such obligation shall be excused and such non-performance shall not be a default hereunder. Notwithstanding the foregoing, for so long as WSI is accepting MSW and C&D for disposal at the landfill, WSI's payment obligations under paragraphs 2 and 3 shall remain in effect.

**8. Reports and Inspections.** In addition to the monthly reports accompanying payments of the host community fee referenced above, WSI shall promptly provide copies of all reports filed with any agency or instrumentality of the State of Vermont relating to the landfill to the Moretown Town Clerk and the Moretown Selectboard. In addition to Moretown's right to inspect ticket house receipts as provided in paragraph 3 above, WSI shall grant agents designated by Moretown reasonable access to the landfill to inspect the landfill for compliance with the terms of this agreement.

**9. Permit/Facility Support.** During the term of this agreement, WSI shall advise Moretown concurrently (by sending copies of the same to Moretown) of applications for permits, additional permits, extensions, and/or amendments to existing permits with respect to the landfill. Moretown agrees to review and consider such applications in a timely manner with all good faith, and in the case of extensions, amendments and landfill expansion permits, Moretown reserves the right to oppose such extensions, amendments and landfill expansion permits.

**10. Zoning.** Unless required by statute, Moretown will not amend its zoning or other regulations and ordinances or any approvals or take any action which interferes with WSI's ownership of the landfill property or operation of the landfill, except as provided in this agreement.

**11. Fire Protection.** WSI shall be responsible for fire protection at the landfill. WSI shall develop and implement fire protection plans and operating protocols. WSI shall reimburse Moretown for its costs incurred in responding to fires or other emergencies at the landfill until completion of the Post-Closure (as defined in the approvals); provided, however, that WSI will not be liable for any personal injury claims of any person except for claims arising from WSI's own negligence or willful conduct.

**12. Covenant Not to Challenge Validity/Estoppel.** The parties agree that they shall be estopped in any subsequent regulatory or judicial proceedings asserting positions contrary to the expressed provisions of this agreement. The parties further agree to defend the validity of this agreement against all attacks from any source.

**13. Insurance Coverage.** WSI shall obtain and keep in force, at all times until the landfill is permanently closed, comprehensive general liability insurance with respect to the landfill property, affording personal injury, death and property damage liability protection in the amount of at least \$1,000,000. Moretown shall be a named insured

under such insurance. Evidence of such insurance shall be deposited with Moretown upon request.

All insurance shall be written by reputable insurers qualified to do business in Vermont. All insurance shall provide that thirty (30) days written notice must be given to Moretown before any such policy can be canceled, modified or renewal thereof refused. WSI shall perform all the conditions of all insurance policies and, in case of any loss or damage, WSI shall give immediate notice to Moretown. The lapsing of any policy of insurance covering the landfill property shall be deemed a failure by WSI to perform a material condition of this agreement.

WSI shall maintain Environmental Impairment Insurance, which shall cover all claims arising from or related to harm or threat of harm to the environment, whether or not such harm may relate to public or private property, or to the public health or personal injury and shall include among covered claims those claims for actual injuries to person or property. Such insurance shall be maintained through the term of this agreement and during any renewal or extension thereof. WSI shall annually provide Moretown with a certificate of insurance certifying such coverage and certifying compliance with the following terms. The coverage shall not be canceled except upon thirty (30) days written notice to Moretown. Moretown shall be an additional named insured on such a policy. The policy shall expressly provide that the insurer waives all claims of subrogation against Moretown for payments under the policy. Moretown may, in its sole discretion, accept as sufficient a policy which provides some but not all of the coverage terms for amounts required by this provision if the coverage required herein is not available. The minimum amount of coverage shall be \$5,000,000.

**14. Responsibility/Liability.** Nothing herein contained shall be construed to relieve either of the parties hereto from any obligations, responsibilities or privileges created or imposed by the laws of the State of Vermont or the United States of America, or from complying with all the terms and conditions of all approvals. Furthermore, nothing herein contained shall relieve WSI from any liability to any person or entity whomsoever or whatsoever arising from its operation of the landfill or otherwise.

**15. Indemnification.** WSI hereby undertakes to indemnify Moretown from any and all liability, loss or damage Moretown may suffer as result of claims, demands, costs or judgments against it arising from the operation of the landfill whether the liability, loss or damage is caused by, or arises out of, the negligence of WSI or of its officers, agents, employees or otherwise, and specifically including herein any liability, loss or damage Moretown may incur as a result of the failure of WSI to conform to approvals.

**16. Dispute Resolution.** If either party believes that the other party has acted in a manner inconsistent with the terms of this agreement or has failed to perform timely any obligation hereunder, the non-breaching party shall provide the other party with notice specifying in detail the nature of the asserted breach in writing. If such asserted breach continues without cure for thirty (30) days after receipt of notice, the parties shall resolve their dispute as follows:

The parties agree to use their best efforts to meet to resolve disputes prior to expiration of the applicable grace periods. Except for disputes set forth below, any unresolved disputes shall be submitted to binding arbitration for resolution in accordance with the rules of the American Arbitration Association. Disputes not subject to arbitration include: (1) WSI's payment obligation under paragraphs 2 and 3 above, provided, however, that if WSI provides Moretown with the required monthly report and a payment in an amount not less than the amount due as reflected in such report, any dispute regarding WSI's obligations under paragraphs 2 and 3 above shall be submitted to binding arbitration and (2) Moretown's obligations under paragraphs 4 and 10 above. Unless the arbitrator decides otherwise, each party shall bear its own costs, including attorney's fees, in arbitration proceedings. If the arbitrator rules that Moretown is owed the funds, WSI shall immediately pay the same to the town or the host town agreement shall be in default.

**17. Default Remedies.** If either party fails to perform any obligation required by an arbitrator's decision or any obligation not subject to arbitration when the same is required to be performed and such failure continues without cure or without such defaulting party taking reasonable steps to commence to cure the same, for a period of thirty (30) days (subject to extension as described below) after receipt by such defaulting party of notice from the other party specifying in detail the nature of such failure, then the other party may, at its option, give such defaulting party a notice of election to terminate this agreement. This notice shall be in writing and specify a date not less than ninety (90) days (subject to extension as described below) after the date of receipt by such defaulting party of such notice. Upon the date specified in said notice, this agreement shall cease without further notice or lapse of time. If, during said 90-day cure period, the defaulting party makes reasonable, good faith efforts to cure such default, the other party shall give the defaulting party reasonable additional time in which to cure the default. In addition to this termination remedy, either party may pursue any other remedies that may be available to it under applicable law or in equity, as each may deem available. Each party acknowledges and agrees that the recovery of monetary damages may not be a sufficient or adequate remedy in the event of a default. Accordingly, equitable relief, including injunctive relief, in addition to any other remedy or remedies, shall be available to each party.

If either party brings an action to enforce the terms of this agreement or of the arbitrator's decision, the final prevailing party in any such action shall be entitled to its costs and expenses, including reasonable attorney's fees as established and allowed by court order, and to interest at the legal rate from the day any sum is due.

Notwithstanding anything to the contrary contained in this agreement, neither Moretown nor WSI shall be liable to the other for any failure or delay in performance of any obligations, covenants or agreements under this agreement resulting from the occurrence of an uncontrollable circumstance, for the duration of such uncontrollable circumstance. "Uncontrollable circumstance" means any act, event or condition that has a material adverse effect on the rights or obligations of the parties, the landfill or the use

of the landfill by WSI, beyond the reasonable control of the party relying thereon as justification for nonperformance or noncompliance with any condition required of such party. Any party intending to justify a failure or delay due to an uncontrollable circumstance shall promptly notify the other party of the details of the circumstance.

**18. Representations.** The parties respectfully represent and warrant that:

a. WSI is a corporation duly organized and existing and in good standing under the laws of Delaware and is authorized to do business in the State of Vermont.

b. WSI has full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance of the agreement by WSI (1) will not violate any provisions of WSI's articles of organization or bylaws and (2) does not conflict with, constitute a default under or result in the creation of any lien, charge, encumbrance or instrument to which WSI is a party or by which WSI or its assets may be bound or affected.

c. This agreement has been duly authorized, executed and delivered by WSI and Moretown and constitutes legal, valid and binding obligations of WSI and Moretown, enforceable in accordance with its terms, except as enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies, whether enforceability is sought in a proceeding at law or in equity.

d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the knowledge of WSI, threatened against or affecting WSI, which would result in an unfavorable decision, ruling or finding that would materially or adversely affect the performance of WSI of its obligations under this agreement or in connection with the transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this agreement.

**19. Waivers.** Failure of any party to complain of any act or omission on the part of another party shall not be deemed to be a waiver by the non-breaching party of any of its rights hereunder.

**20. Interpretation.** This agreement and the performance thereof shall be governed, interpreted and regulated by the laws of the State of Vermont.

**21. Change of Officers/Employees.** WSI shall provide Moretown with notice and any change in the identity of its shareholders, officers or directors. During the term of this agreement, WSI shall not, directly or indirectly, employ, contract with or enter into any business relationship with any of the prior owners of the landfill or any of the equity holders (including shareholders and holders of beneficial interests) of such prior owners. The foregoing prohibition does not apply to (1) pre-existing agreements, loans and obligations, including disputes and settlement arising from those matters and (2) equity holdings in publicly traded entities. In no event shall any prior owners acquire any



interest in WSI as shareholders, directors, officers or employees. WSI shall not assign this agreement to any prior owners or to any entity in which prior owners have an interest.

**22. Notices.** Notices required under this agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid. Notices to Moretown shall be deemed received upon mailing to the Moretown Selectboard, P.O. Box 666, Moretown, Vermont 05660 and to the Moretown Town Clerk, P.O. Box 666, Moretown, Vermont 05660. Notices to WSI shall be deemed received upon mailing to WSI Moretown Landfill, Inc, 187 Palisades Park, Waterbury, Vermont 05676 and Waste Systems International, Inc., 420 Bedford Street, Suite 300, Lexington, Massachusetts 02420 Attn: President.

**23. Captions.** Captions are inserted for the convenience of reference and shall not be part of this agreement and will not be used in the interpretation of any provision of this agreement.

**24. Integration/Merger.** This agreement contains all agreements of the parties with respect to the subject matter of the agreement and shall wholly supersede any and all other agreements, contracts and understandings of the parties. This agreement and its terms shall survive the delivery of any deed pertaining to or the transfer of the title to the landfill property and shall not be merged in any such deed or instrument of transfer.

**25. Cumulative Remedies.** No remedy or election under this agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity.

**26. Amendment.** This agreement may not be amended or modified except in a writing signed by all parties.

**27. Counterparts.** This agreement may be signed in counterparts, each of which, when executed and delivered, shall constitute an original.

**28. Statutory Citations.** All references or citations to federal and state statutes in this agreement shall be deemed to mean such statutes as they may be amended, supplemented or superseded from time to time.

**29. Severability.** The invalidity of any provision of this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and in the event of such invalidity the same shall be construed as narrowly as possible and this agreement shall be construed to give effect to the intent of the parties to the maximum extent necessary.


**Acknowledgement of Arbitration**

The undersigned acknowledge that this agreement between the Town of Moretown and WSI Vermont Holdings, Inc. contains an agreement to arbitrate. After signing this document, the undersigned will not be able to bring a lawsuit concerning any dispute which may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the undersigned agree to submit any such dispute to an impartial arbitrator.

In witness whereof, the parties hereto have executed and acknowledged this agreement as of this 9<sup>th</sup> day of August 2001.

  
Witness

WSI Vermont Holdings, Inc.

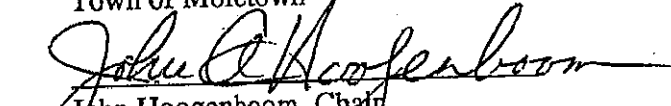
  
Its duly authorized agent  
THOMAS J. RADOWSKI

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, SS.

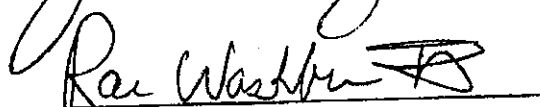
At Cambridge in said county and state, this 9<sup>th</sup> day of August, 2001, duly authorized agent of WSI Vermont Holdings, Inc. personally appeared and he acknowledged this instrument by him sealed and subscribed to be his free act and deed and the free act and deed of WSI Vermont Holdings, Inc.


  
Witness

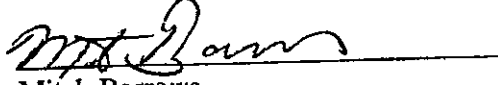
Town of Moretown


  
John Hoogenboom, Chair

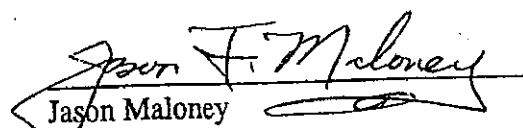
  
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Rae Washburn III, Vice Chair

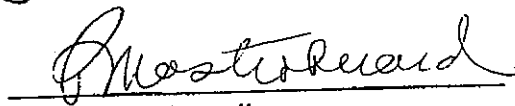
  
Witness

  
Mitch Barrows

  
Witness

  
Jason Maloney

  
Witness

  
Paula Mastroberardino

1st Amendment

**AMENDMENT TO AGREEMENT BETWEEN WSI MORETOWN LANDFILL, INC.  
AND THE TOWN OF MORETOWN, VERMONT**

COPY

This Amendment ("Amendment") to the Agreement (defined below) is entered into as of this 22nd day of December 2003, by and between (i) the Town of Moretown, Vermont ("Moretown"), a Town organized and existing under the laws of the State of Vermont having a mailing address of P.O. Box 666, Moretown, Vermont 05660, and (ii) WSI Moretown Landfill, Inc. ("WSI"), a corporation organized and existing under the laws of Delaware having a mailing address of 187 Palisades Park, Waterbury, VT 05676.

**WITNESSETH**

WHEREAS, Moretown and WSI entered into an Agreement, dated as of August 9, 2001 ("Agreement"); and

WHEREAS, pursuant to the Agreement, WSI has certain obligations, including the obligation to make minimum annual payments to Moretown; and

WHEREAS, WSI has requested that Moretown temporarily waive WSI's minimum annual payment obligation to allow WSI to extend the life of Cell 2 of its landfill facility ("Cell 2")("Facility"); and

WHEREAS, Moretown is willing to temporarily waive such minimum payment obligation, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Temporary Waiver of Minimum Annual Fee. Commencing as of the date hereof and continuing until the date on which WSI opens (i.e. begins accepting waste in) a new disposal cell (commonly referred to as Cell 3 and/or Cell 4, collectively, "Cell 3") at the Facility, the minimum annual payment required under paragraph 3(b) of the Agreement shall (i) for 2004, be in the amount of \$250,000, and (ii) for years after 2004, be waived, subject to the provisions of Paragraph 2 hereof.
2. Resumption of Minimum Annual Fee. WSI's minimum annual payment obligation under paragraph 3(b) of the Agreement shall resume when Cell 3 opens; provided, however, that the minimum payment amount for the year Cell 3 opens shall be prorated (i.e. \$350,000 (x) multiplied by the number of days in such year that Cell 3 is open, (y) divided by 300 days).

To 2001 Agree  
ment

3. Adjustment of Fee. Commencing as of the date on which Cell 3 opens, the per ton fee payable by WSI to Moretown shall be adjusted to the greater of (i) the amount of the per ton fee payable to Moretown on the most recently accepted waste in Cell 2, calculated in accordance with the formula set forth in paragraph 3(a) of the Agreement, or (ii) four percent (4%) of the posted gate rate at the Facility as of the date on which Cell 3 opens. The fee, as adjusted hereby, will continue to be subject to the CPI adjustments provided in paragraph 3(a) of the Agreement.
4. Future Fees. The parties contemplate negotiating a new agreement prior to expiry of the Agreement in August, 2006. In connection therewith, the per ton fee, as adjusted pursuant to the foregoing paragraph, at the end of the Agreement shall be the per ton fee at the commencement of a new agreement.
5. WSI's Donation of Crushed Rock. In the construction of Cell 3, WSI anticipates that it will excavate a substantial quantity of rock and process it to sizes permitted by the Vermont ANR for use as daily cover material at the Facility. WSI will donate 25,000 yards of processed rock to the Town over the next five years, as follows: (i) from the time that WSI begins and continuing construction on Cell 3 for 5 years, WSI will donate to the Town 5,000 yards of such processed rock per year, or such lesser amounts as the Town may request; and (ii) if, in a given year, the Town requests an amount of processed rock less than 5,000 yards, WSI will donate the difference (if requested by the Town) in a later year. WSI will deliver the requested rock to such locations within Moretown as may be reasonably requested by Moretown. Notwithstanding the foregoing, WSI will have no obligation to process the rock beyond WSI's own requirements.
6. Reports. Commencing as of the date hereof, WSI further promises to provide the Town with copies of publicly filed documents, including quarterly reports, as requested by the Town relating to the intentions and plans of WSI for use of the Facility, for the purpose of allowing the Town to make adequate plans about changes in the amount of receipts of fees from WSI.
7. Remainder of Agreement. Except to the extent amended hereby, the Agreement shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the parties hereto have acknowledged this Amendment as of the date first written above.

WSI MORETOWN LANDFILL, INC.

Cheryl Brown  
Witness

By: [Signature]  
Its: DIVISION VICE PRESIDENT

TOWN OF MORETOWN, VERMONT

Cheryl Brown  
Witness

By: [Signature]  
John Hoogenboom, Chair, Selectboard

**COPY!** Susan has reviewed Aug 9, 2011

**SECOND AMENDMENT TO AGREEMENT BETWEEN MORETOWN LANDFILL, INC.  
AND THE TOWN OF MORETOWN, VERMONT**

This Second Amendment ("Second Amendment") to the Agreement (defined below) is entered into as of this 1<sup>st</sup> day of May, 2006, by and between (i) the Town of Moretown, Vermont ("Moretown"), a Town organized and existing under the laws of the State of Vermont having a mailing address of P.O. Box 666, Moretown, Vermont 05660, and (ii) Moretown Landfill, Inc. ("MLI") (f/k/a WSI Moretown Landfill, Inc.), a corporation organized and existing under the laws of Delaware having a mailing address of 19 Kaiser Drive, Waterbury, VT 05676.

**WITNESSETH**

WHEREAS, MLI owns and operates a sanitary landfill ("Landfill") located in Moretown; and

WHEREAS, on August 9, 2001, Moretown and MLI entered into a host community agreement ("Agreement"); and

WHEREAS, on December 22, 2003, Moretown and MLI entered into an amendment to the Agreement ("First Amendment"); and

WHEREAS, at the time of the First Amendment, MLI believed that it would permit and construct Cell 3 and Cell 4 at the same time and, thus, the First Amendment defines "Cell 3" as both Cell 3 and Cell 4 of the Landfill and requires that MLI begin donation of crushed rock upon construction of "Cell 3;" and;

WHEREAS, MLI has learned that it will be not be able to permit and construct Cell 3 and Cell 4 at the same time, that it must permit and construct Cell 3 first, and that substantial rock excavation will not occur until after the construction of Cell 3; and

WHEREAS, Moretown and MLI wish to clarify that MLI's obligation to donate crushed rock to Moretown will not commence until MLI has permitted and begun operation of a rock crushing operation on MLI's property; and

WHEREAS, Moretown has requested that MLI provide waste disposal services for the Moretown elementary school free of charge; and

WHEREAS, MLI and Moretown believe that extending the Term of the Agreement for an additional five (5) years is in both parties' mutual best interests; and

WHEREAS, Moretown is willing to support MLI's efforts to permit, construct and operate Cell 3 and Cell 4, provided that MLI is in material compliance with all applicable laws and regulations.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Donation of Crushed Rock. Paragraph 5 of the First Amendment is hereby deleted and replaced with the following:

MLI's Donation of Crushed Rock. Following construction of Cell 3, MLI intends to permit and operate, or engage a subcontractor to operate, a rock crushing area ("Crushing Operation") and to process rock to sizes permitted by the Vermont ANR for use as daily cover material at the Facility. From the time that the Crushing Operation begins, MLI will donate to Moretown a total of 25,000 cubic yards of such processed rock, at a rate of 5,000 cubic yards per year, or such lesser amounts as Moretown may request. If, in a given year, Moretown requests an amount of processed rock less than 5,000 cubic yards, MLI will donate the difference (if requested by Moretown) in a later year. Notwithstanding the foregoing, MLI will have no obligation to process the rock beyond MLI's own requirements.

2. Extension of Term. Paragraph 4 of the First Amendment is hereby deleted. Paragraph 1 of the Agreement is hereby deleted and replaced in its entirety with the following:

Term. This Agreement shall commence on the date it is signed by both parties and shall terminate on August 9, 2011.

3. Disposal Service for Moretown Elementary School. During the Term, MLI will, without charge to Moretown, (i) provide to the Moretown Elementary School an eight (8) cubic yard refuse container for waste generated in the daily activities of the school, and (ii) on a weekly basis, empty the container. Notwithstanding the foregoing, if the container contains material that MLI cannot dispose of in the Landfill in compliance with applicable law and permits, Moretown will reimburse MLI for its costs in disposing of such materials in compliance with law.
4. Support For Cell 3 And Cell 4. Notwithstanding anything to the contrary in paragraph 9 of the Agreement, Moretown will provide such support for MLI's applications for Cell 3 and Cell 4 as MLI may reasonably request. MLI will reimburse Moretown for its reasonable costs of such support. Such support will include, without limitation, written representation that Moretown is in favor of the permitting of Cell 3 and Cell 4 in form suitable for submission to the ANR and/or Act 250.
5. Except as amended hereby, the Agreement shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the parties hereto have acknowledged this Amendment as of the date first written above.

**THIRD AMENDMENT TO AGREEMENT BETWEEN MORETOWN LANDFILL, INC.  
AND THE TOWN OF MORETOWN, VERMONT**

This Third Amendment ("Third Amendment") to the Agreement (defined below) is entered into as of this \_\_\_\_ day of February, 2007, by and between (i) the Town of Moretown, Vermont ("Moretown"), a Town organized and existing under the laws of the State of Vermont having a mailing address of P.O. Box 666, Moretown, Vermont 05660, and (ii) Moretown Landfill, Inc. ("MLI") (f/k/a WSI Moretown Landfill, Inc.), a corporation organized and existing under the laws of Delaware having a mailing address of 19 Kaiser Drive, Waterbury, VT 05676.

**WITNESSETH**

WHEREAS, MLI owns and operates a sanitary landfill ("Landfill") located in Moretown;  
and

WHEREAS, on August 9, 2001, Moretown and MLI entered into a host community agreement ("Agreement"); and

WHEREAS, on December 22, 2003, Moretown and MLI entered into an amendment to the Agreement ("First Amendment"); and

WHEREAS, on May 1, 2006, Moretown and MLI entered into a second amendment to the Agreement ("Second Amendment"); and

WHEREAS, following execution of the Second Amendment, the parties negotiated additional arrangements related to MLI's continued operation of the Landfill, including (i) Moretown has requested that MLI lease to Moretown certain land for certain uses, including a garage for town owned vehicles, which lease would run for the same term as the Agreement, (ii) MLI is willing to pay Moretown to donate to the Vermont Agency of Natural Resources an easement which will preserve 81 acres of Moretown's property as wildlife habitat, and (iii) MLI and Moretown believe that extending the Term of the Agreement through the life of the Landfill is in both parties' mutual best interests; and

WHEREAS, Moretown is willing to support MLI's efforts to permit, construct and operate future expansions of the Landfill; and,

WHEREAS, the parties wish to reduce their agreements and understandings to writing.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Lease of Land for Moretown Garage. Following the execution and delivery of this Third Amendment, MLI and Moretown will enter into a written lease of a portion of MLI's property containing the terms as set forth in Exhibit A and such other terms as are customary in commercial lease transactions of a similar nature.



2. Purchase and Sale of Conservation Easement on Moretown Property. Together with the execution and delivery of this Third Amendment, MLI and Moretown will enter into the Purchase and Sale Agreement attached hereto as Exhibit B and the Easement attached hereto as Exhibit C.
3. Extension of Term. Paragraph 4 of the First Amendment and Paragraph 2 of the Second Amendment are hereby deleted. Paragraph 1 of the Agreement is hereby deleted and replaced in its entirety with the following:
  1. Term. This Agreement shall commence on the date it is signed by both parties and shall terminate on the date which MLI permanently ceases to accept MSW and C&D for disposal at the Landfill.
4. Continuing Support. Moretown and MLI acknowledge and agree that the continuing development the Landfill's capacity benefits both Moretown and MLI. Accordingly, Moretown shall support MLI's permitting efforts related to the Landfill, including support for reasonable lateral and vertical expansions, increases in average daily volume, increases in maximum annual volume, a transfer station on MLI's property following closure of the Landfill, and any permitting related thereto. To the extent that MLI requests Moretown's support that would require an expenditure of funds, MLI will reimburse Moretown for its costs.
5. Except as amended hereby, the Agreement shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the parties hereto have acknowledged this Amendment as of the date first written above.

MORETOWN LANDFILL, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
David Florance  
Its: President

TOWN OF MORETOWN, VERMONT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Paula Mastroberardino, Chair, Selectboard

## EXHIBIT A

### Terms to be Included in Lease

1. **Premises.** Approximately 2 acres of MLI's property, the exact locations of which shall be determined by mutual consent of the parties, with a metes and bounds description
2. **Term.** From the date as of which both parties have signed, through the date on which the Landfill (as it may be expanded) may no longer accept waste for disposal.
3. **Rent.** \$1 per year
4. **Permitted Uses.** Storage and maintenance of Moretown owned vehicles; storage of materials as approved by MLI in its reasonable discretion; Moretown will not be permitted to use the Leased Real Estate in any manner that would cause MLI (i) to violate any laws, rules, regulations or permit requirements, or (ii) to prevent or impair MLI's ability to seek and obtain Landfill expansions.
5. **Taxes.** Moretown will be responsible for real estate taxes assessed on the Leased Real Estate
6. **Rules and Regulations.** Moretown will be responsible for all permitting, including Act 250. Moretown will be responsible for complying with all rules and regulations applicable to its uses of the Leased Real Estate. Moretown will be responsible for complying with all any laws, rules, regulations or permit requirements applicable to MLI and/or the Leased Real Estate.
7. **Construction and Repairs.** Moretown will be responsible for all construction, alterations, additions and repairs of any structures on the Leased Real Estate. Moretown will not build, alter, or add to any structure without the prior written consent of MLI, which consent shall not be unreasonably withheld or delayed.
8. **Utilities.** MLI will supply water to the Leased Real Estate at no cost to Moretown. Moretown shall be responsible for acquiring access to, and paying for, all other utilities.
9. **Assignment and Subletting.** Moretown will not be permitted to assign or sublease the Lease Real Estate or any of the improvements thereon.
10. **Signs.** Moretown will have the right, at its sole cost, to erect such signs as MLI may authorize, in writing, in advance, which authorization will not be unreasonably withheld or delayed.
11. **Access and Appearance.** Moretown will be required to abide by MLI's rules and regulations related to use of the leased premises, including ingress, egress, parking and the maintenance and appearance of the leased premises.
12. **Other.** Commercially reasonable requirements for insurance, indemnification, care of the premises, MLI's access, fire, eminent domain, default and bankruptcy.