

**AGREEMENT FOR ADMISSION OF THE TOWN OF BRISTOL
AS A MEMBER OF THE ADDISON COUNTY SOLID WASTE
MANAGEMENT DISTRICT**

This Agreement is made as of this 6th day of July, 2015 (the "Effective Date"), by and between the **Addison County Solid Waste Management District**, a municipal corporation of Addison County in the State of Vermont (the "District"), and the **Town of Bristol**, a municipal corporation of Addison County in the State of Vermont (the "Town").

RECITALS

A. The District is a union municipal district that was created and exists for the purpose of providing a comprehensive system for managing solid waste generated within its member municipalities

B. The Town wishes to become a member of the District;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which the parties acknowledge, the parties agree as follows:

ARTICLE I. DEFINITIONS

Capitalized words and terms used herein shall have the following meanings:

- 1.1 "Admission Agreement" or "Agreement" means this Agreement.
- 1.2 "Admission Payment" means a payment or payments required of a municipality by the Board as a condition of the municipality becoming a member of the District.
- 1.3 "ANR" means the Vermont Agency of Natural Resources.
- 1.4 "Board" means the Board of Supervisors of the District.
- 1.5 "Closure" means, collectively, all those activities on a Facility Site necessary to comply with ANR closure requirements, including, but not be limited to, landfill capping, any necessary installation and operation of systems for removal, clean-up, landfill gas management, remediation of the release of hazardous materials into the environment, and post-closure monitoring.
- 1.6 "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water. "Solid waste" and "hazardous waste" shall have the meanings assigned in 10 VSA §6602.
- 1.7 "District" means the Addison County Solid Waste Management District.

1.8 "District Charter" means 24 VSA Appendix, Chapter 401, the governing charter of the District.

1.9 "District Charter §52," or "§52," means §52 of the District Charter, which provides:

"The Board of Supervisors may authorize the inclusion of additional member municipalities in the District upon such terms and conditions as it in its sole discretion shall deem to be fair, reasonable, and in the best interests of the District. The legislative branch of any nonmember municipality which desires to be admitted to the District shall make application for admission to the Board of Supervisors of the District. The Board shall determine the effects and impacts which are likely to occur if such municipality is admitted and shall thereafter either grant or deny authority for admission of the petitioning municipality. If the Board grants such authority, it shall also specify any terms and conditions, including financial obligations, upon which such admission is predicated. The petitioning municipality shall thereafter comply with the approval procedures specified in 24 V.S.A. Chapter 121. If a majority of the voters of the petitioning municipality present and voting at a meeting of such municipality duly warned for such purpose shall vote to approve the agreement and the terms and conditions for admission, the vote shall be certified by the clerk of that municipality to the Board of Supervisors. Thereafter, upon satisfactory performance of the terms and conditions of admission, said municipality shall by resolution of the Board of Supervisors become and thereafter be a member municipality of the District."

1.10 "Facility Site" means any contiguous lands owned, leased, or otherwise controlled by the Town, any part of which has been used, at any time, for Disposal, including but not limited to use as a landfill, but excluding a site that is (a) not on or part of a Facility Site, (b) devoted exclusively to collection and transport of solid waste in compliance with all applicable laws and regulations, and (c) allowed by the Board as a "collection site for the solid waste generated within such Town" under District Charter §5(18).

1.11 "Mobile Solid Waste Collection Operation" shall have the meaning assigned in §2.1(Y) of the Waste Management Ordinance: "the operation of a vehicle or trailer, or a container on or attached to such vehicle or trailer, used to collect Solid Waste from Self-Haulers, provided that: (a) the vehicle or trailer is registered and inspected as required by the State; (b) the vehicles, trailers, or containers used to collect Solid Waste must prevent the release of all Solid Waste and related liquids; and (c) Solid Waste collected pursuant to such an operation is delivered to a certified Waste management Facility by the end of the next business day, or within 48 hours of collection, whichever is later." Capitalized words and terms used in the quoted language shall have the meanings assigned in the Waste Management Ordinance.

1.12 "Non-Member Use Policy" means the Addison County Solid Waste Management District Waste Management Policy Regarding Non-Member Use of District Facilities, adopted February 3, 2004, as amended to the Effective Date (attached as Schedule A hereto), and as may be amended from time to time thereafter.

1.13 "Reduction Amount" means a share of the total costs, direct and indirect, of District land, buildings, other land improvements, infrastructure, and equipment that existed as of the time the Town became a member of the District, calculated by multiplying such total costs by a fraction, the numerator of which is the quantity of solid waste disposal of persons and entities in the Town during the twelve (12) months immediately following the date the Town became a member of the District, and the denominator of which is the total quantity of solid waste disposal in the twelve- (12) month period of persons and entities in all municipalities in the District, including the solid waste disposal quantity of persons and entities in the Town, such total costs and solid waste quantities all as estimated by the Board.

1.14 "Term" shall have the meaning assigned in Section 2.6 below.

1.15 "Tipping and District Fees" shall mean the Tipping Fees and the District Fees established from time to time by the Board, as provided in Article VI of the Waste Management Ordinance.

1.16 "Town" means the Town of Bristol.

1.17 "Transfer Station" means the District Transfer Station in Middlebury, Vermont.

1.18 "Waste Management Ordinance" means the Addison County Solid Waste Management District Waste Management Ordinance, adopted August 12, 1993, as amended to the Effective Date, and as may be amended from time to time thereafter.

ARTICLE II. PRE-ADMISSION TERMS AND CONDITIONS

Pursuant to District Charter §52, upon satisfactory performance of the terms and conditions of admission set forth in Sections 2.1-2.4 below, the Town shall by resolution of the Board become and thereafter be a member municipality of the District:

2.1 Town Voter Approval. This Admission Agreement shall be approved by the Town's voters as follows:

A. The Town shall hold a town meeting as required by District Charter §52 to "vote to approve [this Admission Agreement] and the terms and conditions for admission." In amplification, but not by way of limitation, there shall be approval of this Admission Agreement by the Town's voters, as well as a vote to join the District.

B. Following the Town's town meeting, the vote shall be certified to the Board by the clerk of the Town. The certification shall state that the voters approved the Admission Agreement and the Town joining the District, and that there has been no petition for reconsideration of the vote within thirty (30) days pursuant to 17 VSA §2661, or, if such a petition has been filed, that the results of a reconsideration vote are against reconsideration.

C. The certification shall be accompanied by an opinion of the Town's counsel acceptable to the Board that, as provided in §52 of the District Charter, the warning of the meeting, the meeting and the vote complied "with the approval procedure specified in Chapter 121 of Title 24," and with all other provisions of applicable law.

2.2 District Legal and Professional Fees. The Town shall pay the District's legal and other professional fees related to the admission process.

2.3 Cessation of Operations at Facility Site. The Town shall have permanently ceased all operations on the Facility Site, except for Closure, and the Board shall have received a certification by an engineer licensed to practice in Vermont that all such operations, except for Closure, have ceased.

2.4 Town Provision of Collection Sites. Pursuant to District Charter §5(18), the Town shall have provided, either directly or through independent parties, one or more collection sites for the solid waste generated within the Town and for the transportation of such solid waste to the District facility, together with all costs incident thereto. This requirement may be satisfied by provision of at least one (1) Mobile Solid Waste Collection Operation, that is not on or part of a Facility Site, and a similar operation, not on or part of a Facility Site, for mandated recyclables, for leaf and yard residuals (beginning July 1, 2015), and for food residuals (beginning July 1, 2020), as those terms are defined in 10 VSA §6602. Provided that, this requirement may be satisfied as to one or more of a Mobile Solid Waste Collection Operation, or similar operation for mandated recyclables, leaf and yard residuals, and food residuals, by a curbside pick-up program or programs provided by the Town.

2.5 Board Admission Resolution. Following determination by the Board of satisfactory compliance with the foregoing terms and conditions, pursuant to District Charter §52, the Town shall by resolution of the Board become and thereafter be a member municipality of the District.

2.6 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on January 1, 2016. If the Town does not satisfy all the terms and conditions of Sections 2.1-2.4 by the end of the Term, this Agreement shall expire and the Board shall not be obligated to adopt the admission resolution provided in Section 2.5.

2.7 No Admission Payment. The Town shall not be required to pay the District an Admission Payment.

ARTICLE III. POST-ADMISSION TERMS AND CONDITIONS

If the Board adopts a resolution pursuant to Section 2.5 admitting the Town as a District member, the following terms and conditions shall apply:

3.1 Prohibition of Facility Site activities except Closure. No activities shall occur on or at the Facility Site except those necessary to comply with ANR requirements for Closure.

3.2 Town Provision of Collection Sites. The Town shall maintain, either directly or through independent parties, one or more collection sites for the solid waste generated within the Town and for the transportation of such solid waste to the District facility, together with all costs incident thereto, in the manner provided in Section 2.4. Pursuant to District Charter §5(18), the District may assess any costs resulting to the District as a result of a failure of the Town to comply with this requirement.

3.3 Indemnification. The Town shall indemnify the District against all liabilities and costs, including costs of defending, resulting from any claim by ANR or any other party that the District is liable or responsible for damages from disposal or the release of hazardous materials respecting the Facility Site, and/or for Closure.

3.4 District Ordinances. The Town and its inhabitants and haulers operating in the Town shall be subject to all District ordinances, including, but not limited to the Waste Management Ordinance. The Town waives any claim to the invalidity of any such ordinance, or part thereof.

3.5 District Rights in Enforcement Action. The District shall be entitled to damages and/or preliminary and permanent injunctive relief in the event the Town should breach this Admission Agreement, and to its attorney's fees if it brings a court action for breach of, or to enforce, this Admission Agreement.

3.6 Apportionment of Assets to Town on District Dissolution. Any dissolution plan under §56 of the District Charter shall provide that the Town's apportionment and distribution of assets under §56(c)(9) shall be reduced by the Reduction Amount.

ARTICLE IV. INTERIM USE OF THE DISTRICT TRANSFER STATION

4.1 Use of Transfer Station. Pursuant to §5(7) of the District Charter, until the earlier of (i) adoption of an admission resolution pursuant to Section 2.6 above, or (ii) expiration of the Term, the Transfer Station shall accept from the Town, and from Town residents and businesses therein, the items listed in the Non-Member Use Policy, as well as all other items that are accepted from members, upon payment of the Tipping and District Fees and any other applicable fees then in effect.

4.2 District Ordinances. Any person or entity using the Transfer Station pursuant to Section 4.1 shall be subject to all District ordinances, including, but not limited to the Waste Management Ordinance. In amplification, but not by way of limitation, of the foregoing, (i) Article III (Responsibilities of Generators) and Article IV (Licensing) shall apply, to the same extent as for waste generated within the District, (ii) Article 6.6 (Payment of Fees) shall apply, (iii) Article VII (Inspections) shall apply to the same extent as for waste generated within the District, and (iv) Article VIII (Enforcement and Remedies) shall apply.

4.3 No Deemed Membership by Acceptance of Waste. No acceptance by the District of any materials at the Transfer Station pursuant to this Article IV or other related acts of the District shall constitute or be deemed admission of the Town as a member of the District.

ARTICLE V. MISCELLANEOUS.

5.1 Notices. All notices and other communications required to be given hereunder, or which may be given pursuant or relative to the provisions hereof, shall be in writing and shall be deemed to have been given when delivered by hand, when delivered to an overnight courier addressed as follows, or when delivered by facsimile addressed as follows, or to such other address or facsimile address as a person or entity may designate by the aforesaid method.

If to the District: Addison County Solid Waste Management District
Attn: District Manager
1223 Route 7 South
Middlebury, VT 05753
Facsimile # (802) 388-0271

If to the Town: Town of Bristol
Attn: Town Administrator
Holley Hall
P.O. Box 249
Bristol, VT 05443
Facsimile # (802) 453- 5188

5.2 Further Assurances. The District and Town shall, for no additional consideration, each, at the request of the other, execute all such documents and take all such actions as may be reasonably necessary in order to carry out the provisions of this Agreement.

5.3 Section Headings. The section headings throughout this Agreement are for convenience only and shall not control the interpretations of the particular sections thereof.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Any action by either party to enforce or interpret this Agreement, or any provision in this Agreement, shall be brought only in the Vermont Superior Court, Civil Division, Addison Unit, or in the United States District Court for the District of Vermont, if it has jurisdiction.

5.5 Severability. In the event that any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) shall continue in full force and effect.

5.6 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

5.7 Authorization. Each party represents to the other that the Board and the Town Selectboard, respectively, have authorized this Agreement and its execution by the persons whose names appear below.

Dated as of the Effective Date above written:

**ADDISON COUNTY SOLID WASTE
MANAGEMENT DISTRICT**

By: 
Timothy Wickland

Title: Board Chair

STATE OF VERMONT
ADDISON COUNTY, SS

At Middlebury this 16th day of July 2015, personally appeared Timothy Wickland, duly authorized agent of Addison County Solid Waste Management District, and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of Addison County Solid Waste Management District.

Before me [Signature]
Notary Public
Commission Expires: 2/10/2019

TOWN OF BRISTOL

By: Therese Kirby
[Duly Authorized Representative]

Title: Town Administrator

STATE OF VERMONT
ADDISON COUNTY, SS

At Bristol this 6th day of July 2015, personally appeared Therese Kirby, duly authorized agent of Town of Bristol, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of Town of Bristol.

Before me [Signature]
Notary Public
Commission Expires: 2/10/2019

