

EIGHTH AMENDMENT TO SEWER USAGE AGREEMENT

THIS AMENDED AGREEMENT made and entered into this ___ day of October, 2017, by and between AGRI-MARK, INC., a Delaware corporation having its principal place of business at Milk Street Office Park, Methuen, Massachusetts 01844 (hereinafter referred to as "Agri-Mark") and TOWN OF MIDDLEBURY, a municipal corporation situated in the County of Addison and State of Vermont (hereinafter referred to as the "Town");

WITNESSETH:

WHEREAS, Agri-Mark and the Town entered into a Sewage Usage Agreement dated April 9, 1997, which was subsequently amended by an Amendment dated June 19, 2001, a Second Amendment dated November 14, 2002, a Third Agreement dated May 30, 2013, a Fourth Agreement dated December 24, 2013, a Fifth Amendment dated January 31, 2014, a Sixth Amendment dated April 25, 2017, and a Seventh Amendment dated August 11, 2017.

WHEREAS, the Agreement, as amended, currently provides for an expiration date of October 1, 2017, and

WHEREAS, the Town and Agri-Mark have agreed to a three-month extension while they continue to negotiate the terms and conditions of a new or further amended Sewer Usage Agreement;

NOW, THEREFORE, the parties for the consideration herein set forth, mutually covenant and agree as follows:

1. The expiration date of the Sewer Usage Agreement is hereby amended to January 1, 2018.
2. The Town's Flow Component Charge will remain at \$2.3558 per 100 cubic feet.
3. All other terms of the Sewer Usage Agreement, as amended by the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments, shall remain in full force and effect.
4. The Town of Middlebury shall be under no obligation to agree to any further extensions of the Sewer Usage Agreement.

DATED at Middlebury, Vermont, this ___ day of September, 2017.

TOWN OF MIDDLEBURY

Witness

By: _____
Town Manager, Agent Duly Authorized

AGRI-MARK, INC.

Witness

By: _____
Agent Duly Authorized

Name & Title