

**DRAFT LEASE AGREEMENT
As of 11/30/21**

CASELLA WASTE MANAGEMENT, INC.
AND
TOWN OF RICHMOND
FOR
DROP-OFF CENTER

THIS LEASE AGREEMENT ("Lease") made as of the _____ day of _____, 2021, by and between the CASELLA WASTE MANAGEMENT, INC., a Vermont company having an address of 220 Avenue B. Williston, VT 05495 ("Casella"), and the TOWN OF RICHMOND, a municipal corporation duly organized under the laws of the State of Vermont, having an address of Richmond Town Offices, 203 Bridge Street, Richmond, Vermont 05477 ("Richmond").

WHEREAS, the Town of Richmond agrees to host, and Casella desires to operate, a solid waste drop-off center (the "Drop-Off Center") in Richmond, on a portion of land owned and controlled by Richmond to serve the residents of Richmond and residents of surrounding towns;

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

1. Agreement to Lease. Richmond hereby leases to Casella, and Casella hereby takes from Richmond, the Leased Premises (as such term is defined herein), upon, in accordance with, and subject to the terms and conditions hereinafter set forth.

2. Leased Premises. The Leased Premises consist of approximately 2.0 acres of land, having the Parcel ID RG0080.a, located off the Town Highway 31, adjacent to State Highway 117 as depicted on the site plan attached hereto as Attachment A and made a part hereof, together with all easement rights and right-of-way over adjacent lands of Richmond which may be necessary for the management, construction, use, operation and maintenance of the Drop-Off Center, including but not limited to vehicle and pedestrian access, water, sewer, and other utility easements and right-of-way (the "Leased Premises").

3. Term. The term of this Lease shall be for five years commencing on January 1, 2022 and ending December 31, 2026.

4. Extension of Term.

(a) Casella may, upon mutual agreement between Richmond and Casella, extend the term of this Lease for three (3) successive periods of five (5) years each. The option to extend may be exercised by Casella by giving written notice to Richmond not more than twelve (12) months nor less than three (3) months prior to the expiration of the then existing term. Richmond shall have sixty (60) days to veto the requested extension. The Lease shall be automatically extended for a five (5) year period if the requested extension is not vetoed by Richmond. Each extended term shall be upon the same terms, covenants, and conditions, as provided in this Lease for the initial term. The parties presume that Casella will fully exercise this option, but Casella shall not be required to do so.

5. Rent and Fees. Casella shall pay to Richmond annual fixed rent ("Rent") at the rate of one dollar (\$1.00) per year payable within thirty (30) days of the anniversary of the Lease commencement date.

6. Permitted Use of Leased Premises.

(a) Casella will operate, or cause to construct and operate an expansion to, a Drop-Off Center and appurtenant and accessory facilities on the Leased Premises.

(b) The Drop-Off Center shall accept the following Acceptable Materials:

- Municipal Solid Waste / Trash
- Glass
- HDPE clear jugs
- PET containers
- Household batteries
- Aluminum
- Corrugated Cardboard
- Newspaper
- Appliances
- Used Motor Oil and filters
- Electronic waste (including computers, televisions, printers, cell phones, and computer peripherals)
- Food scrap
- other organic waste such as leave and yard waste
- Bulky Rigid Plastics (Note in proposal if this will be accepted as trash or recycling and if accepted as recycling will there be a fee.)
- Clean Wood Waste including trees, branches, stumps, root masses and untreated and unpainted wood and lumber
- Batteries
- Bulky items such as mattresses and couches
- Appliances
- Construction and Demolition debris
- Yard Waste
- HDPE colored jugs
- Lead acid (auto) batteries
- Metal cans
- Paper
- Boxboard
- Scrap metal
- Tires

The Acceptable Materials list is subject to change in Casella's sole discretion upon reasonable notice to Richmond.

(c) The Drop-Off center may be used by Richmond residents and residents of surrounding towns. Casella will not accept materials directly from licensed haulers, and will direct them to use the proper landfill facility, materials recovery facility, special waste processing facility, or other facilities as appropriate.

(e) The Drop-Off Center will be open to residents three (3) days per week throughout the year. The hours and days of operation may be modified by Casella after consultation with Richmond's Town Manager. The scheduled days and hours shall be as follows: Tuesday 8:00am – 3:30pm; Thursday 8:00am – 3:30pm, and Saturday 8:00am – 3:30pm. Facility closures that are caused by adherence to Casella's holiday schedule shall not be subject to consultation with the Town Manager. Any changes to this schedule or to the days and/or hours of operation will be posted on the Richmond Front Porch Forum.

(f) Casella will operate a Reuse Zone where residents can drop off items to be picked up and reused by other residents. There will be no charge to drop off or pick up items from the Reuse Zone. The Reuse Zone must remain in operation for the duration of the Lease.

(g) Rates are set for the first two (2) years of the Lease as outlined in Attachment B. Prior to January 1, 2024, Casella will conduct a market assessment, will present the findings to the Town, and propose to adjust rates as necessary. All rate changes must be approved by the Richmond Selectboard.

7. Permits.

(a) Casella shall obtain and maintain all permits and approvals required for the construction and operation of the Drop-Off Center. Casella shall pay all permit application fees, and all engineering, construction, and operational costs of the Drop-Off Center excluding costs as described in Section 7 (b) and-16.a.

(b) To the extent permitted by law, Richmond waives all of Richmond's fees associated with its ownership of and necessary permit processes regarding the Drop-Off Center.

(c) Richmond shall assist and support Casella in obtaining State of Vermont and Richmond permits and approvals for the use of the Leased Premises. All permitting and approval costs shall be borne solely by Casella. If required, Richmond shall be the owner/applicant on applications for permits, and Casella shall be listed as co-applicant.

8. Repairs and Maintenance. Casella shall at its own cost and expense, and at all times, maintain the Leased Premises in neat and orderly repair, ordinary wear and tear and damage by fire or casualty excepted.

9. Property. All of Casella's structures, improvements, equipment, fixtures, and other personal property of every kind in or upon the Leased Premises shall remain the property of Casella, which property shall be promptly removed from the Leased Premises on termination of this Lease and the land shall be returned to the condition which existed prior to the inception of this Lease unless otherwise arranged with Richmond.

10. Subletting and Assignment. Without Richmond's prior consent, which consent shall not be unreasonably withheld or delayed, Casella shall not assign its rights or obligations under this lease.

11. Quiet Enjoyment. Casella shall have quiet and peaceful possession without interference from Town so long as Casella abides by the terms of the Lease and timely and fully discharges its obligations to the Town.

12. Indemnifications.

(a) Casella indemnifies and saves Richmond, its officers, employees, and agents harmless from and against any and all causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses, including reasonable attorneys' fees and costs of litigation, arising from injury or death of any person or damage to property arising out of or in connection with Casella's use of the Leased Premises, including but not limited to injury or death of any person or damage to property caused by environmental contamination, except for (i) causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses which result from negligent acts or omissions or willful misconduct of Richmond or Richmond's officers, employees or agents, or (ii) consequential damages. This indemnification shall survive the termination of this Lease.

(b) To the extent permitted by law, Richmond indemnifies and saves Casella, its officers, employees and agents harmless from and against all causes of action, claims, obligations, judgements, losses, costs, damages, liabilities, or expenses, including reasonable attorneys' fees and costs of litigation, which Casella may incur due to environmental contamination from the Leased Premises, except for (i) causes of action, claims, obligations, judgements, losses, costs, damages, liabilities, or expenses which results from negligent acts or omissions or willful misconduct of Casella or Casella's officers, employees or agents, or (ii) consequential damages. This indemnification shall survive the termination of this Lease.

13. Insurance. Casella shall keep in force at its expense comprehensive liability insurance insuring the Leased Premises from an insurance company selected by Casella. Casella's insurance policies shall name the municipality as an additional insured. At Casella's option, all or any part of such insurance may be maintained by Casella under insurance policies covering multiple properties.

14. Access.

(a) Casella shall allow Richmond to pass through the Leased Premises (i) to provide access to and egress from the Leased Premises (ii) to monitor existing or future wells on the Leased Premises, and (iii) for other legitimate purposes.

(b) Richmond shall allow Casella, its agents, and its residents to enter the Leased Premises during normal business hours to provide access to and egress from the Leased Premises.

15. Security.

Casella shall erect and maintain all signs, gates and fences for the Drop-Off Center. Casella shall secure the Drop-Off Center during nonworking hours.

16. Entrance Road.

(a) Richmond shall provide routine maintenance for the entrance road and its right-of-way, including but not limited to patching potholes, removing snow and ice, sanding, brush cutting, and maintaining drainage ditches. Casella reserves the right to perform said services at their own discretion.

(b) Richmond shall allow Casella to use Richmond's entrance road right-of-way for the purposes of utility extensions or other changes.

17. Affirmative Covenants.

(a) The facility shall be screened or fenced.

(b) Casella will undertake reasonable efforts to prevent any offensive odors or unreasonable noise that are created from the Drop-Off Center.

18. Miscellaneous.

(a) This Lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

(b) This Lease represents the entire agreement of the parties with respect to the Leased Premises, and all prior offers, negotiations, and representations not herein expressly contained shall be of no force and effect.

(c) Casella and Richmond hereby agree to take or cause to be taken such further actions and to execute, delivery and record or cause to be executed, delivered and recorded such further documents and instruments as may be reasonably requested by the other in order fully to effectuate the purposes, terms and conditions of this Lease.

(d) This Lease shall be governed by and construed in accordance with the laws of the state of Vermont, is to take effect as a sealed instrument, and may be canceled, modified or amended only by written instrument execute by both Casella and Richmond.

(e) Any notice given hereunder shall be deemed duly given when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed to the parties' respective addresses stated on the first page hereof, except that either party may by written notice to the other designate another address which shall thereupon become the effective addresses of such party for the purposes of this clause.

(f) The headings for the various provisions of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease.

(g) This Lease shall be executed in recordable form for, at Casella's option and cost, recording in the Richmond land records.

(h) Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

(i) Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance

or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) a signification change in economic conditions; (v) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (vi) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

(j) Termination. This Agreement may be terminated

a. by both parties upon mutual written agreement; or

b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or

c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

(k) Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

In witness whereof, this Lease has been executed in duplicate under seal on the day and year first above written.

IN WITNESS WHEREOF

TOWN OF RICHMOND

By: _____

Its _____ and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2021, personally appeared _____, duly authorized agent of the TOWN OF RICHMOND, VERMONT, 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 the TOWN OF RICHMOND, VERMONT.

Before me, _____
Notary Public. My Commission Expires:

IN WITNESS WHEREOF

CASELLA WASTE MANAGEMENT, INC.

By: _____

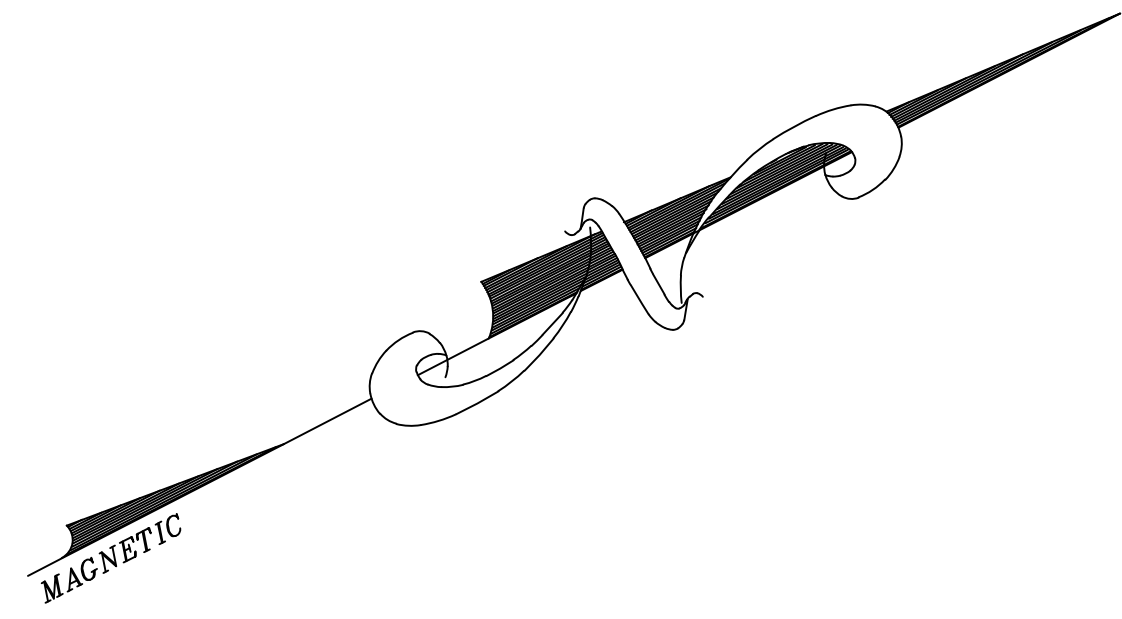
Its Executive Director and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of
_____, 2021 personally appeared _____, duly
authorized agent of the CASELLA WASTE MANAGEMENT, INC., 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 the
CASELLA WASTE MANAGEMENT, INC.

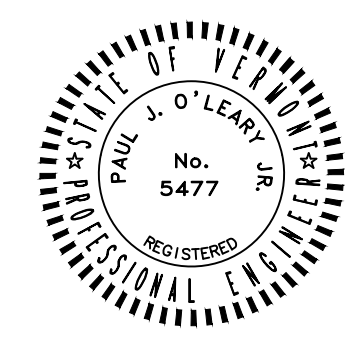
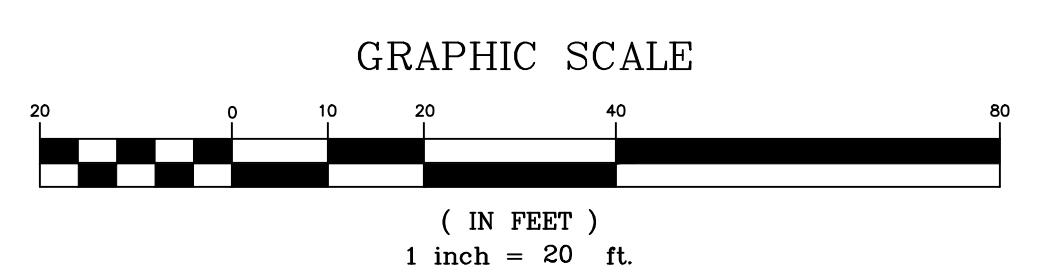
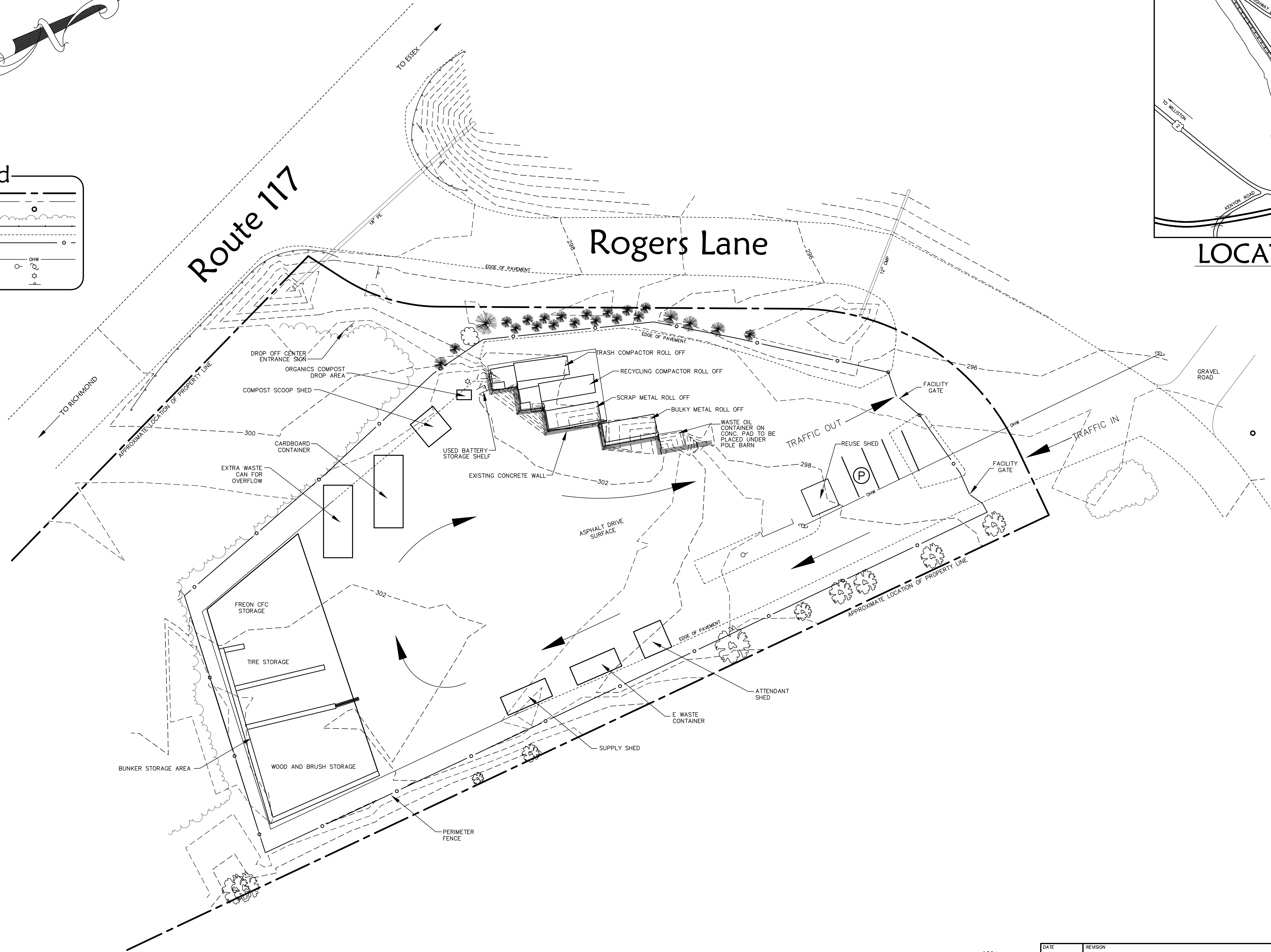
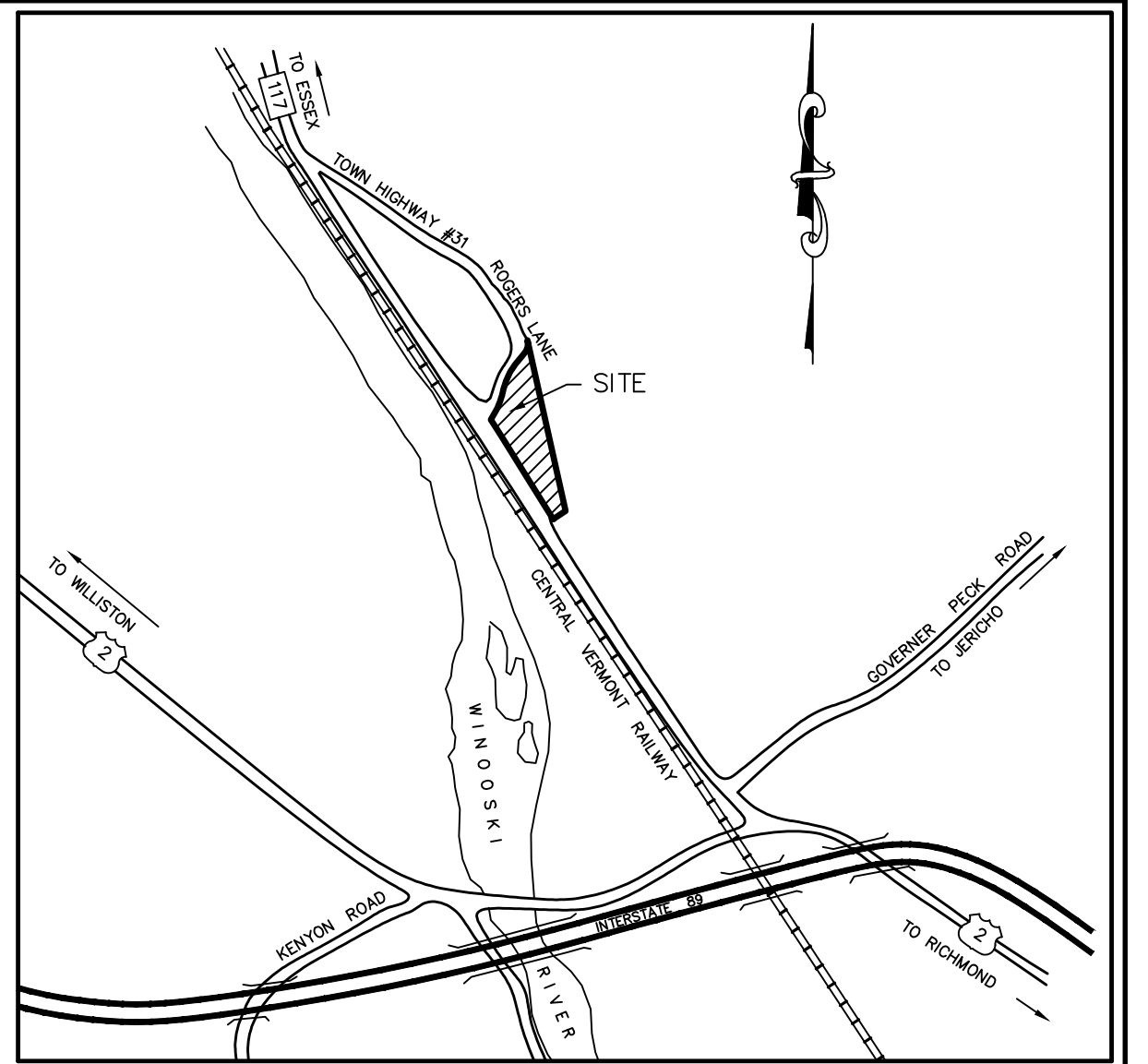
Before me, _____

Notary Public. My Commission Expires:



Legend

PROPERTY LINE	
ABUTTING PROPERTY LINE	
REBAR FOUND	
TREE LINE	
RAILING	
EDGE OF PAVEMENT	
CHAIN LINK FENCE	
EXISTING GROUND CONTOUR	
OVER HEAD WIRE	
UTILITY POLE WITH GUY WIRE	
LIGHT POLE	
SIGN	



DATE	REVISION	BY
SURVEY	<input type="checkbox"/> RECORD DRAWING <input type="checkbox"/> PRELIMINARY	DATE
QBCA	<input type="checkbox"/> FINAL <input checked="" type="checkbox"/> SKETCH/CONCEPT	11/19/21
DESIGN		JOB#
PJO/DVR		2026A
DRAWN		FILE
DVR/KGM		2026A-S1
CHECKED		PLAN SHEET #
PJO		1
SCALE		
SHOWN		

O'LEARY-BURKE
CIVIL ASSOCIATES, PLC
1 CORPORATE DRIVE, SUITE 1
RICHMOND, VT
PHONE: 878-9990
FAX: 878-9999
E-MAIL: oob@pbnet.com

ALL CYCLE WASTE, INC.
RICHMOND, VT
RICHMOND WASTE & RECYCLING
SITE PLAN

Price Sheet

Trash		
15 Gallon Bag	\$	1.75
30 Gallon Bag	\$	5.75
45 Gallon Bag	\$	7.75
Cubic Yard (including C&D)	\$	42.00
Recycle		
Up to First 30 Gallons Recycle	\$	2.00 Recycling is free when dropping off trash
OCC		No Cost
Food Scraps		
Compost (per gallon)	\$	0.20 Compost is free when dropping off trash
Yard Waste		
Yard Waste		No Cost
Clean wood waste		1 yard free \$5 for additional wood waste
E-Waste		
Computer		No Cost
TV		No Cost
Printer		No Cost
Cell Phones		No Cost
Computer Peripherals		No Cost
Florescent bulbs		No Cost
Batteries		No Cost
Tires		
Up to 19.5"	\$	3.00
20"-24"	\$	15.00
Large Equipment Tires	\$	56.00
Other		
Auto Batteries		No Cost
Motor Oil/ Filter		No Cost
Bulky Rigid Plastics		No Cost
Scrap Metal		No Cost
Appliances		
Washers	\$	5.00
Dryers	\$	5.00

Dishwashers	\$	5.00
Stove	\$	5.00
Gas Grill	No Cost	
Hot Water Heater	\$	5.00
Bike	No Cost	
Plastic Lawn Mower	\$	3.00-6.00
Metal lawn mower	No Cost	
Snow blowers	No Cost	
Refrigerator	\$	10.00-15.00
Freezers	\$	10.00-15.00
AC Units	\$	15.00
Dehumidifiers	\$	15.00
Mattresses		
Twin	\$	20.00
Full	\$	25.00
Queen	\$	25.00
King	\$	30.00
Furniture		
Loveseat	\$	19.00
Sofa	\$	22.00
Sleeper Sofa	\$	7.00
Recliner	\$	11.00
Over Stuff Chair	\$	11.00
Carpet 10x12	\$.2/ square foot
Toilet	\$	15.00