

AGREEMENT FOR TRANSITIONAL PERIOD FOR RICHMOND SOLID WASTE
TRANSFER STATION

THIS AGREEMENT (“Agreement”) made this ____ day of December, 2021, by and between 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 (the “Town), the CHITTENDEN SOLID WASTE DISTRICT, a union municipal district duly organized under the laws of Vermont, having an address of 1021 Redmond Road, Williston, Vermont 05495 (“CSWD”), and CASELLA WASTE MANAGEMENT, INC., a Vermont corporation duly authorized under the laws of the State of Vermont, having its principal place of business at 25 Greens Hill Lane, Rutland, Vermont 05701 (“Casella”) (the Town, CSWD, and Casella are collectively referred to herein as the “Parties”).

WHEREAS the Town owns a portion of land in the Town of Richmond which CSWD leases and upon which CSWD currently operates a solid waste drop-off center (“Drop-Off Center”);

WHEREAS Casella will be taking over the management and operation of the Drop-Off Center effective January 1, 2022, immediately after the end of CSWD’s current lease term;

WHEREAS the Parties wish to make the transition from CSWD’s management of the Drop-Off Center to Casella’s management smooth and allow for continuous operation of the Drop-Off Center; and

WHEREAS Casella wishes to purchase certain fixtures located at the Drop-Off Center;

NOW THEREFORE, in consideration of these mutual premises and mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM

This agreement will go into effect on January 1, 2022, and end March 31, 2022 unless otherwise extended by agreement of the parties.

2. ACCESS

Both CSWD and Casella will have access to the Drop-Off Center from January 1, 2022, to January 31, 2022.

- a. CSWD's access to the Drop-Off Center will be limited to the hours of 7:00 AM to 4:30 PM for the purposes of removing items from the Drop-Off Center belonging to CSWD. Assets to be removed include the warming hut shed and booth and the other equipment owned by CSWD which is not staying at the site, including all yard waste bocks, all roll-off containers, and the solid waste compactor and steel hood.
- b. CSWD has agreed to sell certain assets necessary to run the Transfer Station to the Town. The Transfer Station assets to be sold by CSWD to the Town are identified on Annex A. The purchase price to be paid by the Town to CSWD is \$74,000. Casella shall then purchase said assets from the Town for \$74,000 to ensure a smooth transition of services. The Town specifically agrees that the asphalt and concrete installed by CSWD at the Drop-Off Center may remain at the Drop-Off Center. Accordingly, CSWD is relieved of its obligation under Section 9 of the Lease Agreement dated December 8, 2020 between the Town and CSWD, to restore the land to the condition it was in prior to the inception of said Lease.
- c. Casella will have access and use of the Drop-Off Center pursuant to its lease for the purposes of installing new items, re-organizing the Drop-Off Center, and offering services to the public.
- d. CSWD and Casella will cooperate and accommodate the presence of the other during the month of January 2022 to ensure that both organizations will be able to accomplish their tasks in a timely manner and best serve the customers of the Drop-Off Center. No Party's activities at the Drop-Off Center shall be unduly burdensome to the other Parties.
- e. Unless the Parties agree otherwise in writing, CSWD shall turn over all keys to the Drop-Off Center to the Town on January 31, 2022.

3. AGREED MODIFICATION TO CASELLA'S LEASE

- a. Casella's Lease of the Drop-Off Center from the Town with its term beginning January 1, 2022 shall be modified to require Casella to offer drop off for household garbage, compost, and recycling on Tuesdays, Thursdays, and Saturdays from 8:00 AM to 3:30 PM during the month of January 2022 and for the remainder of the lease term.
- b. Casella shall install and bring online all services as outlined in Casella's lease of the Drop-off Center no later than March 31, 2022.

- c. Casella will provide a written explanation to the Town Manager by April 5, 2022 explaining why any service required by Casella's lease was not in operation on March 31, 2022.

4. LIABILITY

- a. CSWD shall not be liable for, and Casella will indemnify and defend CSWD for any causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses, arising from injury or death of any person or damage to property arising out of or in connection with Casella's use of the Drop-off Center, including but not limited to injury or death of any person or damage to property caused by environmental contamination.
- b. Casella shall not be liable for, and CSWD will indemnify and defend Casella for any causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses, arising from injury or death of any person or damage to property arising out of or in connection with CSWD's use or actions at the Drop-off Center, including but not limited to injury or death of any person or damage to property caused by environmental contamination.
- c. During the transition period when CSWD has access to the Drop-Off Center, the respective indemnification provisions of the Town and CSWD set forth in Section 12 of the Lease Agreement dated December 8, 2020 by and among the Town and CSWD shall continue in accordance with the terms of said Section 12.
- d. The indemnification provision in Section 12 of Casella's lease of the Drop-Off Center by and among the Town and Casella, with its term beginning January 1, 2022, shall apply to the transition period.

5. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

IN PRESENCE OF:

TOWN OF RICHMOND

By: _____
Josh Arneson, Town Manager

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At _____, Vermont, on this ____ day of _____, 2021, personally appeared Josh Arneson, and he acknowledged this instrument, by him subscribed, to be his free act and deed, and the free act and deed of the Town of Richmond, Vermont.

Before me,

Notary Public
My Commission Expires:
My Commission #:

CHITTENDEN SOLID WASTE DISTRICT

By: _____

Its Executive Director and Duly
Authorized Agent

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At _____, Vermont, on this ____ day of _____, 2021, personally appeared _____, 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 Chittenden Solid Waste District.

Before me,

Notary Public
My Commission Expires:
My Commission #:

CASELLA WASTE MANAGEMENT, INC.

By: _____

Its Executive Director and Duly
Authorized Agent

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At _____, Vermont, on this ____ day of _____, 2021,
personally appeared _____, 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 Casella Waste Management, Inc.

Before me,

Notary Public
My Commission Expires:
My Commission #:

ANNEX A

Richmond Drop-Off Center Asset Pricing	
RDOC asset	Price in dollars
asphalt	\$35,000
concrete	\$10,000
tip wall w/railing	\$3,500
recycling compactor (each w/hood & electrical)	\$8,000
waste oil hut & tank	\$2,000
sea container 20 ft	\$3,500
sea container 40 ft	\$4,500
perimeter fence	\$7,000
exterior sign (posts only)	\$250
interior sign (posts only)	\$250
total	\$74,000