

LEASE AGREEMENT

CHITTENDEN SOLID WASTE DISTRICT
AND
TOWN OF RICHMOND
FOR
DROP-OFF CENTER

THIS LEASE AGREEMENT ("Lease") made as of the _____ day of _____, 2015, by and between 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 (the "District"), 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 District has determined that it is in the best interests of the members of the District to continue to operate solid waste drop-off centers, in furtherance of the District's Solid Waste Implementation Plan adopted on April 22, 2015 (the "Plan") within the Town of Richmond;

WHEREAS, in furtherance of the Plan, the Town of Richmond agrees to continue to host, and the District desires to continue the operation, of a solid waste drop-off center (the "Drop-Off Center") in Richmond, on a portion of land owned and controlled by Richmond (all of said land owned by Richmond being referred to herein as the "Richmond site") to serve the residents of Richmond and other residents of the District;

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 the District, and the District 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 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, 2016 and ending December 31, 2020.

4. Extension of Term.
(a) The District may, upon mutual agreement between Richmond and the District, (subject to the District's Board of Commissioners' approval) extend the term of this Lease for three successive periods of five years each. The option to extend may be exercised by the District by giving written notice to Richmond not more than 12 months nor less than 3 months prior to the expiration of the then existing term. Richmond shall have 30 days to respond and act

on the request or the Lease agreement shall be automatically extended for a five year period. 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 the District will fully exercise this option, but the District shall not be required to do so.

(b) In the event of non-appropriation of funds by the District legislative body, for the operation of the Drop-Off Center, then this Lease shall terminate.

5. Rent and Fees. The District shall pay to Richmond annual fixed rent ("Rent") at the rate of \$1.00 per year payable within 30 days of the anniversary of the Lease start date.

6. Permitted Use of Premises.

(a) The District may 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 may accept the following materials from District residents:

- | | |
|------------------------|-------------------------------------|
| -Municipal Solid Waste | -HDPE colored jugs |
| -Glass | -Lead acid (auto) batteries |
| -HDPE clear jugs | -Metal cans |
| -PET containers | -Office paper |
| -Household batteries | -Boxboard |
| -Aluminum | -Scrap metal |
| -Corrugated Cardboard | -Tires |
| -Newspaper | -Electronic waste |
| -Appliances | -Food scrap and other organic waste |
| -Used Motor Oil | -Bulky Rigid Plastics (toys,...) |
| -Yard Waste | -Wood Waste |

(c) The Drop-Off Center shall have designated areas set aside, as depicted on the site Plan, for (i) the District's mobile household hazardous waste collection unit (the "Rover") to be periodically set up and operated, (ii) food waste containers, (iii) the recovery of waste oil, and (iv) the sale of bagged composted from display pallets.

(d) The Drop-Off center may be used only by District Residents (as used herein, the term "Resident" shall mean any individual, partnership, company, corporation, association, unincorporated association, joint venture, trust, municipality, agency, department, and any other legal entity, residing in and having his, her, or its domicile in a particular city, town or village within the District.) The District will direct licensed haulers to use the proper District landfill facility, materials recovery facility, special waste processing facility, or other facilities as appropriate.

(e) The Drop-Off Center will be open to District residents three days per week throughout each year. The hours and days of operation may be modified by the District after consultation with Richmond's Town Manager.

7. Permits.

(a) The District shall obtain and maintain all permits and approvals required for the construction and operation of the Drop-Off Center. The District 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 permit processes regarding the Drop-Off Center.

(c) Richmond shall assist and support the District in obtaining state of Vermont and Richmond permits and approvals for the use of the Drop-Off Center land. However, Richmond shall not be obligated to spend any money therefore. If required, Richmond shall be the owner/applicant on applications for permits, and the District shall be listed as co-applicant.

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

9. Property. All of the District's structures, improvements, equipment, fixtures, and other personal property of every kind in or upon the Premises shall remain the property of the District, which property shall be promptly removed from the 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, the District shall not assign its rights to lease the Premises.

11. Quiet Enjoyment. The District shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation from Richmond.

12. Indemnifications.

(a) The District indemnifies and saves Richmond, its officers, employees, and agents harmless from and against any and all causes of action, claims, obligations, judgements, 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 the District'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, judgements, 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) Richmond indemnifies and saves the District, 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 the District may incur due to environmental contamination from the Richmond Site, 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 the District or the District's officers, employees or agents, or (ii) consequential damages. This indemnification shall survive the termination of this Lease.

13. Insurance. The District shall keep in force at its expense comprehensive liability insurance insuring the Premises and the Drop-Off Center from an insurance company selected by the District, which may be through the Vermont League of Cities and Towns (PACIF). (The District's insurance policies shall name the municipality as an additional insured.) At the

District's option, all or any part of such insurance may be maintained by the District under insurance policies covering multiple properties.

14. Access.

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

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

15. Security. The District shall erect and maintain all signs, gates and fences for the Drop-Off Center. The District 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. The District reserves the right to perform said services at their own discretion.

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

17. Additional Land and Buildings.

(a) The parties agree to negotiate in good faith with each other for the District's use of additional land and buildings within the Richmond Site, if the District requests the use of such additional land area.

18. Affirmative Covenants.

(a) The facility shall be screened or fenced.

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

19. 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 Premises, and all prior offers, negotiations, and representations not herein expressly contained shall be of no force and effect.

(c) The District 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 agreement 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 the District 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 the District's option and cost, recording in the Richmond land records.

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 _____, 2015, 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: 02/10/2019

CHITTENDEN SOLID WASTE DISTRICT

By: _____

Its General Manager and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of
_____, 2015, personally appeared _____,
duly authorized agent of the CHITTENDEN SOLID WASTE DISTRICT, 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: 02/10/2019