



ADMINISTRATIVE OFFICE  
1021 Redmond Road  
Williston, VT 05495

EMAIL [info@cswd.net](mailto:info@cswd.net)  
TEL (802) 872-8100

[www.cswd.net](http://www.cswd.net)

Town of Richmond  
203 Bridge Street  
Richmond, Vermont 05477

**Subject: Bid for Richmond Solid Waste Management/Transfer Facility  
Chittenden Solid Waste District Submission Cover Letter**

The Chittenden Solid Waste District (“CSWD”, “the District”) is pleased to provide the Town of Richmond with a Bid for the Richmond Solid Waste Management/Transfer Facility. Our enclosed proposal is factual and accurate and based on the published Request for Bid referenced above. It is our understanding that conditions contained in the RFB may be included in a resulting long year lease with the Town of Richmond and that our bid will be valid for a minimum of 90 days.

We look forward to the opportunity to continue and build upon our 28 year relationship with the Town of Richmond. We welcome the opportunity to discuss our qualifications and bid proposal in more detail and to answer any questions you may have. Please do not hesitate to contact me at (802)-872-8100 x209 or at [sreves@cswd.net](mailto:sreves@cswd.net).

Sincerely,  
**Chittenden Solid Waste District**

Sarah Reeves  
Executive Director

**To:** Town of Richmond  
**From:** Chittenden Solid Waste District  
Sarah Reeves; Executive Director, Josh Tyler; Director of Operations  
**RE:** Response to Town of Richmond Invitation to Bid for Solid Waste  
Management/Transfer Facility  
**Date:** July 22, 2021

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Chittenden Solid Waste District (“CSWD”, “the District”) is pleased to respond to the Town of Richmond Invitation to Bid “Solid Waste Management/Transfer Facility”, dated June 11<sup>th</sup>, 2021.

**Statement of Understanding:** The District hereby states that we have received the Town of Richmond; Bid for Richmond Solid Waste Management/Transfer Facility, June 11<sup>th</sup>, 2021, and “This document contains answers to questions received on the invitation to bid to operate a solid waste management transfer facility in Richmond, VT”, July 8<sup>th</sup>, 2021. CSWD acknowledges that this response shall remain valid for ninety (90) days from the RFB submission date, July 22<sup>nd</sup>, 2021, and that the content provided in the District’s bid may be incorporated into a lease agreement with the Town of Richmond. Both documents are included as Attachment 1.

**1. Statement of Qualifications:** CSWD was created in March 1987 by the Vermont State Legislature as part of Act 78, Vermont’s first solid waste law. Under this law, solid waste Districts formed throughout the State to find regional solutions to solid waste disposal issues by providing for the efficient, economical, and environmentally sound management of solid waste generated by residents and businesses within its member towns and cities. CSWD is the largest solid waste District in the State of Vermont, serving 18 communities with a combined population of approximately 165,000. It is essentially a municipality, a public, tax-exempt entity with a distinct legal existence from the State (not a department or agency of state government) and with accompanying statutory authorities granted. The District is responsible for managing activities such as source reduction, recycling, composting, waste processing facilities, and caring for three closed landfills.

An 18-member Board of Commissioners is the governing body of CSWD. The Board sets policy on solid waste management in its member communities and hires an Executive Director to provide administrative, professional, and supervisory work in directing the operations of CSWD. Each of the District member municipalities appoints a representative and an alternate member to serve on the Board. The Executive Director exercises administrative authority over the operations of the solid waste District in conformance with the policies and objectives set forth by the Board of Commissioners.

The District owns or owns and operates several facilities: the Organics Diversion Facility (aka Green Mountain Compost), located at 1042 Redmond Road in Williston; a Materials Recovery Facility (MRF) located at 357 Avenue C; a household hazardous waste processing facility known as the Environmental

Depot, located at 1011 Airport Parkway, South Burlington; and leases the land to provide and operate seven Drop-Off Centers at various locations in Chittenden County. In addition to these facilities, the District also maintains and monitors three closed landfills in Williston.

Specific to CSWD's network of Drop-Off Centers (DOC) the District has operated a DOC facility in the Town of Richmond since 1994. CSWD worked with the Town of Richmond through 1993 to develop approximately 1.8 acres of land off Route 117 for municipal waste needs and entered into a lease agreement with the Town, July 26<sup>th</sup>, 1993, prior to construction. The District paid the cost of site development and facility construction and has leased the site from the town for \$1.00 a year through December 2021. CSWD has worked diligently over the last 27 years to accept and manage as many materials as possible with a focus on safety and efficiency.

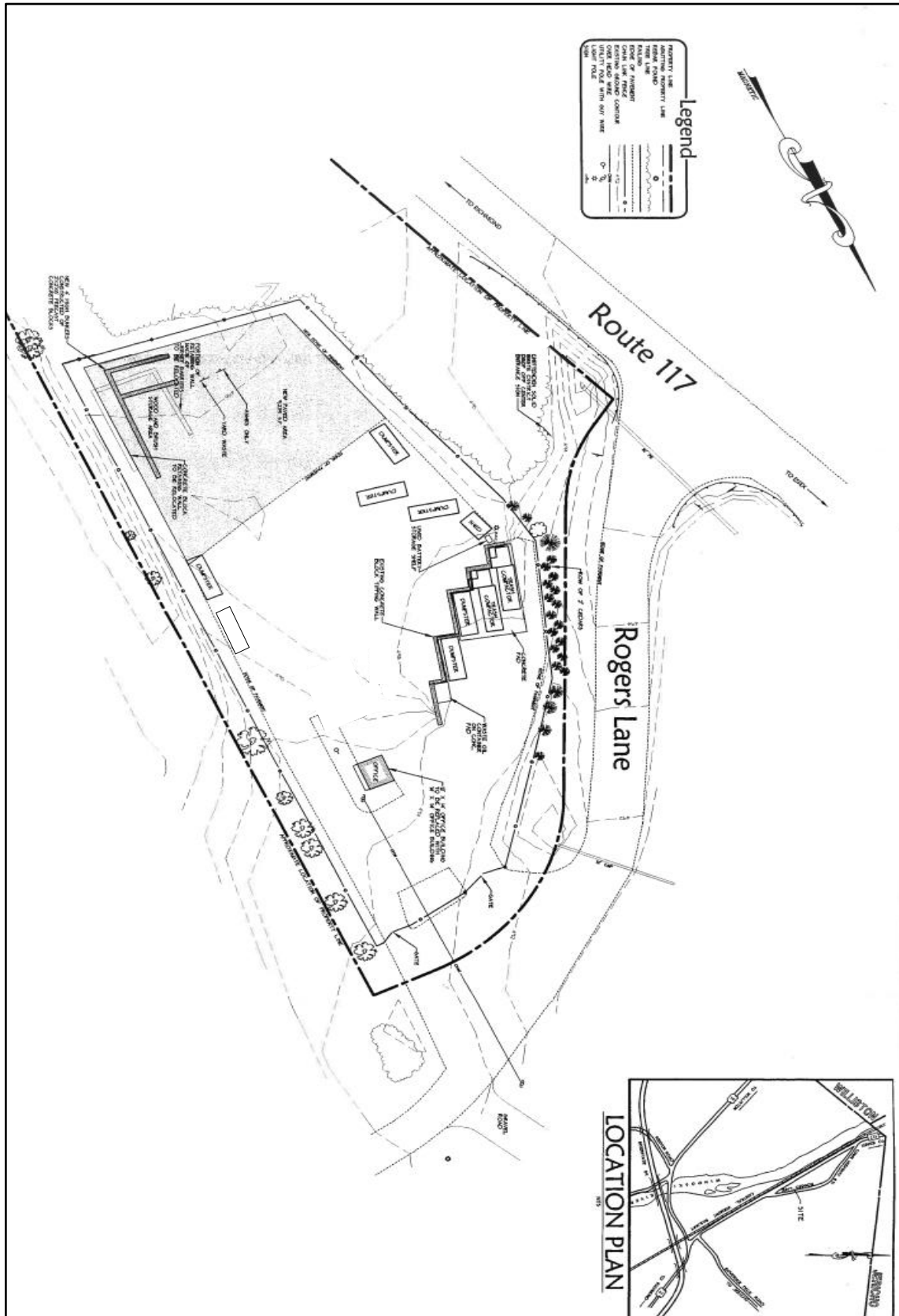
The District's mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective and economical manner.

## **2. Leased Premises**

**Plan of Operations:** The District will operate the Richmond Drop-Off Center (RDOC) in its current state with its existing collection containers, traffic flow and material collection pattern, figure 1. The DOC will be open Tuesday, Thursday, and Saturday 8:00 am to 3:30 pm. All operations will conform to a standard CSWD DOC lease. The last full Drop-Off Center (Richmond) lease is included for reference as Attachment 2.

CSWD offers to pay the Town of Richmond one dollar (\$1.00) per year each July for use of the Town's property (shown in Figure 1: Site Plan). In addition, the District will not charge any fees to the Town for education programs and workshops provided by District staff, nor does the District plan to charge the Town per capita fees for services such as household hazardous waste facility usage. Included in the current Fiscal Year 2022 CSWD budget are capital improvements to the site, to continue to improve safety, traffic flow, and improve the overall customer experience when visiting the DOC. Capital projects slated for the spring (should the Town award the lease to CSWD) are to regrade and repave the DOC paved surface, and install a Special Wastes pole barn which would provide a covered area to collect items such as electronics, batteries, and bulbs. A major improvement recently discussed with Town officials and the Richmond Commissioner to the CSWD Board of Commissioners is to reorient the entrance to the DOC by building a new access road to run parallel to Rte. 117, entering near Sumners Street and between the DOC and J. Hutchins, to bring DOC traffic off busy Rte. 117, provide a long queuing line, and increase safety when entering and exiting the DOC. The timeline for an entrance reorientation is within a five-year window pending all permitting approvals and approval of the CSWD Board of Commissioners.

Figure 1: Site Plan



### 3. GENERAL REQUIREMENTS

#### A. Material Acceptance

Material	Accepted (Y/N)
Municipal Solid Waste/Trash	Y
Glass (excluding drinking glass, window glass and cathode ray tubes)	Y
HDPE clear jugs (containers)	Y
HDPE colored jugs (container)	Y
PET containers	Y
Aluminum	Y
Corrugated cardboard	Y
Newspaper	Y
Paper	Y
Boxboard	Y
Metal cans	Y
Yard debris	Y
Other organic material such as leave and yard waste	Y
Food scraps	Y
Clean wood waste including trees, branches, clean stumps, root asses and untreated and unpainted wood and lumber	Y
Lead acid batteries	Y
Household batteries	Y
Fluorescent bulbs	Y
Batteries	Y
Used motor oil and filters	Y
Construction debris	Y
Scrap metal	Y
Electronic waste (including computers, televisions, printers, cell phones, and computer peripherals)	Y
Tires	Y
Small Bulky rigid plastics accepted as trash	Y

Additions to acceptable materials:

- one (1) pound and twenty (20) pound propane tanks
- cold wood ash (i.e., from a household wood stove)

Exclusions to RFB Material Acceptance List:

- Appliances: Due to site space limitation and traffic safety concerns, appliance disposal is available at the CSWD DOC in Williston, approximately eight (8) miles from the DOC location in Richmond.

**B. ReUse Area.**

CSWD’s bid does not include a service on-site where residents can drop off items to be picked up and reused by other residents. This is consistent with the services offered at the other District Drop-Off Centers.

**C. Set Aside Areas.**

The Facility will have designated areas set aside for, (i) food scraps container(s), (ii) waste oil recovery and (iii) recycling.

**D. Facility Use.**

District-managed facilities are open to all members of the Chittenden Solid Waste District, and we would intend to continue to allow residents from towns other than Richmond use the Drop-Off Center. The current (2021) customer breakdown is as follows:

Richmond	45%
Jericho	24%
Huntington	13%
Bolton	7%
Underhill	4%
All Other	7%

Customers other than Richmond residents represent 55% of the customer traffic through the site. Without these customers, it would not be financially feasible to maintain the DOC as a three-day-per-week operation. If the Town decides to restrict access to Richmond residents (as defined in the RFB) only, CSWD would not be able to offer three days of operation. We would evaluate the viability of the site as a one-day-per-week operation, akin to the Drop-Off Center in Hinesburg, but cannot guarantee at this time if a Saturday-only operation in Richmond would be approved by the CSWD Board of Commissioners.

**E. Hours and Days of Operation.**

The District will operate the DOC Tuesday, Thursday, and Saturday between the hours of 8:00 am to 3:30 pm. CSWD agrees to seek approval from Richmond’s Town Manager in the event the schedule needs to change. The exception to this will be in the event of an unforeseen emergency, whereby the District will notify Richmond’s Town Manager of the need to alter the schedule, and the reason for the alteration. Examples are (and not limited to) weather emergencies or on-site personnel medical emergencies. The District agrees to post changes to the days/hours of operation on the Richmond Front Porch Forum.

**F. Permits.**

The District has obtained and shall maintain all current permits and approvals as required to operate the facility. The District shall further obtain any additional permits needed for site improvements, and shall do so at the District’s expense. Permits and approvals required for site management and operation of the facility include but are not limited to State and local land use permits (Act250 and Town of Richmond Site Plan Review) and Agency of Natural Resources, Solid Waste Certification as a Transfer Facility. The facility is also located in a Special Flood Hazard Area and thus must adhere to floodwater storage and diversion requirements as stipulated by ANR’s Rivers Program and as adopted by the Town in their land use regulations.

**G. User Rates**

Material	Material Category	Units	price per unit	price per item
MSW 13-gallon bag	MSW	gallons		\$2.00
MSW 35-gallon bag	MSW	gallons		\$6.00
MSW 45-gallon bag	MSW	gallons		\$8.00
MSW: per cubic yard (CY)	MSW	CY	\$42.00	
Chair: Small	MSW	item		\$4.00
Furniture: Small	MSW	item		\$4.00
Recycling per gallon with MSW	Recycling	gallons	\$0.00	\$0.00
Recycling per gallon with without/MSW	Recycling	gallons	\$2.00	
Food Scraps with trash	Organics	trip	\$0.00	\$0.00
Food Scraps without trash (limit 5-gallons)	Organics	gallons	\$1.00	
Leaves & Yard Debris	Organics	trip	\$0.00	\$0.00
Clean Wood up to 1 CY	Organics	CY	\$0.00	\$0.00
Clean Wood after first CY (limit 3 CY)	Organics	CY	\$10.00	
Clean Stump and Root Ball up to 2 feet	Organics	item	\$0.00	\$0.00
Propane Tank: 1 up to 20 pounds	Special Waste	item	\$0.00	\$0.00
Tire: car/p-u truck/motorcycle	Special Waste	item		\$3.00
Tire: Large Truck (20"-24.5")	Special Waste	item		\$15.00
Tire: Large Equipment	Special Waste	item		\$56.00
Electronics	Special Waste	trip	\$0.00	\$0.00
Lead acid batteries	Special Waste	trip	\$0.00	\$0.00
Household batteries	Special Waste	trip	\$0.00	\$0.00
Fluorescent bulbs	Special Waste	trip	\$0.00	\$0.00
Used motor oil and filters	Special Waste	trip	\$0.00	\$0.00
Scrap metal - Bulky	Special Waste	trip	\$0.00	\$0.00
Dense C&D 13-gallon bag	C&D	gallons		\$5.00
Dense C&D 35-gallon bag	C&D	gallons		\$10.00
Dense C&D 45-gallon bag	C&D	gallons		\$15.00

CSWD sets its bag fees based on the cost to manage trash through the facility. As a non-profit municipality, we do not have a private sector profit motive. Our fees are calculated to cover the costs to run the facility and to provide revenue to fund capital improvements. We start with the materials management fees charged to The District by Casella Waste Services for hauling bagged trash to their Williston transfer station (currently \$112.36/ton, FY 2022 Rate), review historical customer use of each bag size offered, estimate customer use for the upcoming year, and assign a bag fee per gallon. As the rates at the transfer station rise, so may our fees to manage waste through the DOC, which we would pass on to customers. In order to maintain a stable bag fee, when an increase is anticipated we analyze how much we'll need to cover the materials management contract for a set period (three years, for example), and raise the bag fees to cover the anticipated increase to the end of the hauling contract. This usually renders excess revenue in Year One, neutral revenue in Year Two, and insufficient revenue in Year Three. Excess revenue is placed in the District's Rate Stabilization Reserve to cover the insufficient revenue in Year Three. When customers bring in recycling with trash, or food scraps with trash, or recycling and food scraps with trash, the bag fees paid cover the costs of managing the recycling and the food scraps. Trash bag fees subsidize the costs to manage recycling and food scraps. Some materials are collected through a State of Vermont Extended Producer Responsibility plan, such as electronics, batteries, and fluorescent bulbs. These programs are offered at no charge to the public.

This rate structure is in effect from July 1, 2021, through June 30<sup>th</sup>, 2022. We cannot guarantee that the user rates listed above will be in effect July 1, 2022 – December 31, 2022. CSWD sets user fees annually in April for the upcoming fiscal year (CSWD's fiscal year runs July – June). Any subsequent changes to the rate structure above will be determined through the course of the CSWD fiscal year 2023 (FY23) budgeting process. As a member of the Chittenden Solid Waste District, the Richmond Selectboard is provided with the CSWD budget on an annual basis for review and approval. Included in the budget is the proposed rate structure for the upcoming fiscal year (July – June). When the Selectboard approves the budget, they also approve the rate structure as a component of the budget. Should the Selectboard object to the user fees included in the CSWD budget, the District's Charter provides a process by which the Town may reject the CSWD budget and communicate to the Board of Commissioners the budget line items it wishes to see changed. The Board will receive the requested changes from the Selectboard and will deliberate and decide whether to adopt or reject the suggested changes. CSWD recommends that if the District is awarded the Richmond Transfer Station contract, language be added to the contract to address the potential process to be used if there is a dispute over proposed user fees.

## **H. Community Engagement**

Community Engagement services offered by CSWD are multi-faceted. CSWD has a 30-year history of educating and informing our public about how to manage their waste efficiently, effectively, and in an environmentally sound manner. We have three Outreach and Education staff members dedicated to this service, specifically in the areas of School Outreach, Business Outreach, and Community and Events Outreach. Our team provides on-location presentations and workshops, as well as virtual learning opportunities. Our communications team manages an active social media presence where we regularly post tips and information about solid waste. Our website, [cswd.net](http://cswd.net), is chock-full of helpful information and we update the site on a continual basis. Facility closures, such as for dangerous snow



and ice conditions, are posted to our website on the front (landing) page. There is a customer feedback form on the website that allows anyone to send us a direct message. This mailbox is monitored daily, and we respond to customer inquiries within one business day. We offer text alerts through a SMS process (there is no fee to sign up for text alerts), and our free electronic newsletter reaches thousands of people each month. For everyone who prefers to have their information literally in hand, we also produce our much-loved “Chuck-It Guide” every other year. This guide is a handy quick reference for consumers to double-check how to manage their waste, what’s accepted where, and how much will it cost.

Our Board of Commissioner meetings are open to the public, and we will continue to offer both an in-person attendance option and a virtual attendance option. Last, but not least, Richmond has a volunteer Commissioner on the Board, Logan Hegg, who is the town’s direct liaison to the decision-making body of the District. Logan is the public’s representative to the Board, appointed by the Selectboard for a two-year term, and consistently brings the thoughts and concerns of Richmond residents to Board discussions.

By far, our biggest assets for community engagement are our District operators. George, Amy, and Charlotte have worked at the DOC in Richmond for over a decade. They take pride in the customer service they provide and enjoy interacting with residents and their pups (free dog biscuits have been put back in the budget). We appreciate and value our customers in Richmond, and we look forward to continuing to serve the community.



#### **4. Conditions of the Lease**

CSWD understand the terms as outlined in the RFB regarding the conditions of the lease, and reserves the right to further clarify those terms should the need arise. The CSWD Board of Commissioners has approval authority over all property leases executed by the District, and as such any draft lease between the Chittenden Solid Waste District and the Town of Richmond would be brought before the Board of Commissioners for review, debate, deliberation, and approval.

**Attachment 1**



**TOWN OF RICHMOND**  
**RICHMOND TOWN CENTER**  
203 Bridge Street, P.O. Box 285  
Richmond, Vermont 05477



**Invitation to Bid**  
**Solid Waste Management / Transfer Facility**  
**6/11/21**

**1. Introduction**

The Town of Richmond is requesting bids from interested parties to provide management of a facility for residents to drop off solid waste, recycling, organic compostable materials, reusable items, and other goods (broadly, a solid waste management/transfer facility) by leasing the lot currently occupied by the Chittenden Solid Waste District and used as a “drop-off center” in the Town of Richmond. The selected party will be responsible for all aspects of the facility. Richmond will remain as part of the Chittenden Solid Waste District regardless of which Operator is selected to run the Transfer Facility.

This solicitation invites Operators to submit materials describing their qualifications for the project, plan of operation, rate structure, as well as the amount they would be willing to pay to lease the site. Operators are expected to address all items included in *3. General Requirements*.

Preference will be given to Operators who submit a bid which includes a service on-site where residents can drop-off items to be picked up and reused by other residents, commonly known as a re-use zone. The residents of Richmond have shown a strong desire for this service to be available at the transfer facility.

Operators should note that this property is located largely in the Special Flood Hazard Area. Equipment and property may be damaged due to flooding and/or operations may be temporarily halted in the event of flooding.

**2. Leased Premises**

The leased premises consist of approximately 2.0 acres of land located at 80 Rogers Ln. Richmond, VT, off the Town Highway 31, adjacent to State Highway 117 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 facility, including but not limited to vehicle and pedestrian access, water, sewer, and other utility easements and right-of-way.

### **3. General Requirements**

A. The Operator shall accept the following materials from Richmond residents. Please provide explanation if you are unable to accept a material. All Vermont mandated (blue bin) recyclable materials shall be accepted as zero-sort.

- Municipal Solid Waste / Trash
- Glass
- HDPE clear jugs
- PET containers
- Household batteries
- Aluminum
- Corrugated Cardboard
- Newspaper
- Appliances
- Used Motor Oil and filters
- Yard Waste
- HDPE colored jugs
- Lead acid (auto) batteries
- Metal cans
- Paper
- Boxboard
- Scrap metal
- Tires
- 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
- Fluorescent bulbs
- Batteries
- Construction debris

B. Preference will be given to Operators whose bids include a service on-site where residents can drop-off items to be picked up and reused by other residents, commonly known as a re-use zone. Operators shall indicate in their responses if they will be able to provide this service and if there will be an extra fee for this service.

C. The facility shall have designated areas set aside for, (i) food waste containers, (ii) the recovery of waste oil and (iii) recycling,

D. The facility may be used by residents of Richmond (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 the Town of Richmond). The Operator will direct licensed haulers to use the proper landfill facility, materials recovery facility, special waste processing facility, or other facilities as appropriate. If the Operator plans to allow non-Richmond residents to use the facility then Operator shall include in their response an explanation of whom they will allow to use the facility and reasons for including them as users.

E. The facility will be open a minimum of three (3) days per week throughout the year from 8:00am – 3:30pm, including Saturdays. Operators shall include in their responses the days and hours that they will operate the facility. The hours and days of operation may be modified by the Operator after approval of Richmond's 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. Permits

- (a) The Operator shall obtain and maintain all permits and approvals required for the construction and operation of the facility. The Operator shall pay all permit application fees, and all engineering, construction, and operational costs of the facility.
- (b) To the extent permitted by law, the Town waives all of Richmond's fees associated with its permit processes regarding the facility.
- (c) The Town shall assist and support the Operator in obtaining state of Vermont and Richmond permits and approvals for the use of the facility's land. However, the Town shall not be obligated to spend any money therefore. If required, the Town shall be the owner/applicant on applications for permits, and the Operator shall be listed as co-applicant.

#### G. User Rates

The Operator will define how they will set user rates and on what basis they will propose to adjust the rates. Operator will list each type of fee to be in effect between January 1, 2022 and December 31, 2022. In addition, the operator will specify the maximum potential percentage increase for each user fee between January 1, 2023 and December 31, 2023. Rates may be changed with approval of the Richmond Selectboard.

#### H. Community Engagement

- I. The Operator will include in their proposal details on how they will include community engagement and feedback related to the operation of the facility.

### **4. Conditions of the Lease**

A. Repairs and Maintenance. The Operator 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.

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

C. Subletting and Assignment. Without the Town's prior consent, which consent shall not be unreasonably withheld or delayed, the Operator shall not assign its rights to lease the premises.

D. Quiet Enjoyment. The Operator shall quietly have and enjoy the premises during the term of the lease, without hindrance or molestation from Richmond.

#### E. Indemnifications

- (a) The Operator will indemnify and save 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 Operator'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 the lease.
- (b) Richmond will indemnify and save the Operator, 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 Operator 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 result from negligent acts or omissions or willful misconduct of the Operator or the Operator's officers, employees, or agents, or (ii) consequential damages. This indemnification shall survive the termination of the lease.

#### F. Insurance

The Operator shall keep in force at its expense comprehensive liability insurance insuring the premises and the facility from an insurance company selected by the Operator. (The Operator's insurance policies shall name the Town of Richmond as an additional insured.)

#### G. Access

- (a) The Operator shall allow the Town 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) The Town shall allow the Operator, its agents, and its residents to enter the premises during normal business hours, even when the transfer facility is not open to the public, to provide access to and egress from the premises.

#### H. Security

The Operator shall erect and maintain all signs, gates, and fences for the facility. The Operator shall secure the facility during nonworking hours.

#### I. Entrance Road

- (a) The Town 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 Operator reserves the right to perform said services at their own discretion.
- (b) The Town shall allow the Operator to use Richmond's entrance road right-of-way for the purposes of utility extensions or other changes.

#### J. Additional Land and Buildings

- (a) The parties agree to negotiate in good faith with each other for the Operator's use of additional land and buildings within the Richmond Site, if the District requests the use of such additional land area.
- (b) The process for adding any additional buildings and/or land may need review under Richmond Zoning Regulations, including but not limited to, provisions for the zoning district and the Special Flood Hazard Area.

#### K. Affirmative Covenants

- (a) The facility shall be screened or fenced.
- (b) The Operator will undertake reasonable efforts to prevent any offensive odors or unreasonable noise that are created from the facility.

#### L. Miscellaneous

- (a) The lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.
- (b) The lease will represent 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 Operator and the Town will 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) The 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 Operator and Richmond.
- (e) Term
- a. The lease shall be for a five (5) year term commencing on January 1, 2022
- (f) Extension of Term
- a. The Operator may, upon mutual agreement between Richmond and the Operator, extend the term of the lease for three successive periods of five years each. The option to extend may be exercised by the Operator 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 accept or deny the request, or the lease agreement shall be automatically extended for a five (5) year period. Each extended term shall be upon the same terms, covenants, and conditions, as provided in the lease for the initial term. The parties presume that the Operator will fully exercise this option, but the Operator shall not be required to do so.
- (g) The lease shall be executed in recordable form for for, at the Operator's option and cost, recording in the Richmond land records.

#### **Important Dates and Deadline to Bid**

- A site visit will be held on Wednesday, June 23 at 2pm.
- Questions from Operators are due by June 30 at 4pm. Questions must be submitted via email to [jarneson@richmondvt.gov](mailto:jarneson@richmondvt.gov)
- Answers will be provided to all questions by July 9.
- Bids are due by 3pm on July 22. Bids will be opened and read aloud at the Town Center and via Zoom at 3:05pm on July 22.
- Join Zoom Meeting
- <https://us02web.zoom.us/j/88612234805?pwd=UTVERW9GSnlEbFphTTY3Nk5vRTMydz09>
- Meeting ID: 886 1223 4805
- Passcode: 866488
- Join by Phone: 929-205-6099

**A timely response to the deadline identified must be received for the INVITATION TO BID to be considered.**

**The deadline for submission is July, 22 at 3pm.** Submittals received after this deadline will not be considered. Please write on the outside of the sealed envelope or box: "Bid for Richmond Solid Waste Management / Transfer Facility" and the name of the entity proposing. Six (6) copies of your submittal are required. **Proposals must remain valid for at least 90 days.**

**Mailing Address**

Town of Richmond  
P.O. Box 285  
Richmond, VT 05477

**Physical Address for Delivery**

203 Bridge St.  
Richmond, VT 05477

The issuance of this INVITATION TO BID constitutes only an invitation to present qualifications and responsive materials. The rights reserved by the Town, which shall be exercised in its sole discretion, include without limitation the right to:

1. Require additional information to supplement or clarify a submittal;
2. Conduct investigations with respect to the stated qualifications and experience of a Respondent;
3. Waive any defect or technicality in any bid received;
4. Determine which Respondents are qualified to be considered;
5. Eliminate any Respondent with an untimely, incomplete or inadequate submittal;
6. Supplement, amend, or otherwise modify this INVITATION TO BID;
7. Receive questions concerning this INVITATION TO BID and to respond;
8. Cancel this INVITATION TO BID in whole or in part with or without substitution of another INVITATION TO BID if determined to be in the best interest of the Town;
9. Take any action affecting the INVITATION TO BID process or the Project that would be in the best interests of the Town;
10. Make public any and all documents associated with the Project.
11. The Town of Richmond Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.
12. The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.
13. In the event that all bids are rejected, or no bids are received, the Town reserves the right to enter into a lease agreement for the property with the current operator which is the Chittenden Solid Waste District.

# This document contains answers to questions received on the invitation to bid to operate a solid waste management transfer facility in Richmond, Vt.

**Question 1:** What was the material tonnage annually for 2020, 2019, and 2018 for:

- a. Waste Tonnage
- b. Bulky Box tonnage and hauls
- c. E-waste tonnage and pick ups
- d. Recycle tonnage and hauls
- e. Compost pick ups
- f. Number of times oil emptied
- g. E-waste pick ups
- h. Metal hauls
- i. Number of pickups on batteries
- j. Tire tons and pick ups
- k. Tons of yard waste hauled
- l. Tons of leaves hauled

**Answer to Question 1:**

Sum of Tons	Column Labels			
Row Labels	2018	2019	2020	Grand Total
⊕ MSW	748.06	804.38	568.71	2121.16
⊕ C&D (Mixed)	39.19	45.25	25.90	110.33
⊕ Single Stream	420.05	435.88	314.03	1169.96
⊕ Scrap Metal	116.75	127.81	97.64	342.20
⊕ Textiles	19.16	18.37	3.77	41.30
⊕ Tires	15.76	21.63	15.70	53.09
⊕ Wood Waste	160.00	110.00	70.00	340.00
⊕ Mercury Bulbs	1.08	1.00	0.70	2.77
⊕ Batteries - Lead Acid	7.78	6.54	2.56	16.88
⊕ Used Oil	5.60	4.90	4.03	14.53
⊕ Food Scraps	87.10	66.62	56.75	210.47
⊕ Yard Debris	62.12	61.98	38.03	162.13
⊕ Covered Electronic Devices	20.59	19.10	12.80	52.50
⊕ Non-covered Electronic Devices	5.12	5.82	3.87	14.81
<b>Grand Total</b>	<b>1708.36</b>	<b>1729.28</b>	<b>1214.49</b>	<b>4652.12</b>

**Question 2:** What will the site look like when it is turned over? For example will the hut, fence, concrete blocks, and electrical wiring still be present?

**Answer to Question 2:** No. Here is the section regarding “Property” in the current lease with CSWD:

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.

**Question 3:** What is the ash bunker and how often do people deposit ashes?

**Answer to Question 3:** The ashes received from customers are considered as MSW and subject to the MSW disposal fee. They are kept separate in the ash bunker to insure they are indeed “cold” before loading (mini-loader) into the MSW open top container for disposal. Several customers daily, depending on the season.

**Attachment 2**

## LEASE AGREEMENT

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

THIS LEASE AGREEMENT ("Lease") made as of the 29<sup>th</sup> day of December, 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

[Signature]

By: [Signature]

[Signature]

Its Schoolboard Chair and Duly  
Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, in said County and State, this 29 day of December, 2015, personally appeared David Sander, 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, Linda M Parent  
Notary Public

My Commission Expires: 02/10/2019

LINDA M. PARENT  
Notary Public, State of Vermont  
My Commission Expires Feb. 10, 2019

Burd Hight  
Lee Turn

CHITTENDEN SOLID WASTE DISTRICT

By: Thomas E. Moreau

Its General Manager and Duly  
Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Waitsboro, in said County and State, this 29<sup>th</sup> day of  
December, 2015, personally appeared Thomas E. Moreau,  
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, Amy Powell  
Notary Public

My Commission Expires: 02/10/2019