

LEASE AGREEMENT

CHITTENDEN SOLID WASTE DISTRICT AND TOWN OF HINESBURG 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 HINESBURG, a municipal corporation duly organized under the laws of the State of Vermont, having an address of Hinesburg Town Offices, 10632 VT Route 116, Hinesburg, Vermont 05461 ("Hinesburg").

WHEREAS, the District and Hinesburg have determined that it is in the best interests of the District and Hinesburg 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 Hinesburg;

WHEREAS, in furtherance of the Plan, the Town of Hinesburg 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 Hinesburg, on a portion of land owned and controlled by Hinesburg (all of said land owned by Hinesburg, and being referred to herein as the "Hinesburg Site");

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. Hinesburg hereby leases to the District, and the District hereby leases from Hinesburg, 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 (hereinafter "Premises") consist of the existing fenced in area of approximately 0.8 acres of land located at 907 Beecher Hill Road on the site with the Town Highway Department, together with all easement rights and right-of-way over adjacent lands of Hinesburg which may be necessary for the management, use, operation and maintenance of the Drop-off Center, including but not limited to vehicle access, and other utility easements and rights-of-way.

3. Term. The term of this Lease shall be for one year, commencing on January 1, 2016 and ending on December 31, 2016.

4. Extension of Term.

(a) The District may, upon mutual agreement between Hinesburg and the District, (subject to the approval of the District's Board of Commissioners) extend the term of this Lease for two successive periods of one year each. The option to extend may be exercised by the District by giving written notice to Hinesburg not more than 12 months nor less than 2 months prior to the expiration of the then existing term. Hinesburg shall have 30 days to respond and act on the request or the Lease agreement shall be automatically extended for a one-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.

(c) In the event that the District and Hinesburg reach an agreement for a relocated Drop-Off Center; and the District Board of Commissioners approves funding for a re-located Drop-Off Center; and the District obtains permits for a relocated Drop-Off Center; and the District and Hinesburg reach an agreement on schedule for construction and relocation of a relocated Drop-Off center; and a new long term lease agreement is executed between the District and Hinesburg; then this lease shall terminate.

5. Closure of the Existing Drop-Off Center. In the event that the Drop-Off Center closes due to termination of this lease, or due to relocation, the existing Drop-Off Center location shall follow the closure plan as described in Attachment A. In the event that the closure of the existing Drop-Off Center facility is due to relocation, the new relocated Drop-Off Center shall be constructed and open before the existing facility is closed if possible and only in the event there is no disruption to, adverse impact on, or other conflict with Hinesburg's Highway Department operations.

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

7. Permitted Use of Premises.

(a) The District may operate, or cause to be constructed and operated expansion to, a Drop-Off Center and appurtenant and accessory facilities on the Premises.

(b) The Drop-Off Center may accept the following materials from District residents:

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

(c) The Drop-Off Center shall have designated areas set aside within the Premises 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 compost 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 other facilities, including the materials recovery facility, special waste processing facility, or other facilities as appropriate.

(e) The Drop-Off Center will be open to District residents one day per week throughout each year. The hours and days of operation may be modified by the District after consultation with Hinesburg's Town Administrator. Modification of the hours shall not be permitted if said modification adversely impacts Hinesburg's Highway Department operations.

8. 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 8 (b) and-17.a.

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

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

(d) For the purpose of relocating the Drop-Off Center, Hinesburg shall attempt to provide the District with a minimum 1-acre parcel or other size and shape that conforms to the siting criteria of the State of Vermont, Agency of Natural Resources, Solid Waste Management Rules. The District shall be invited and encouraged to participate in siting discussions, but the decision on siting rests solely with Hinesburg.

9. 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 only excepted.

10. 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 Hinesburg.

11. Subletting and Assignment. Without Hinesburg's prior consent the District shall not assign its rights to lease the Premises.

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

13. Indemnifications.

(a) The District indemnifies and saves Hinesburg harmless from and against all loss, cost, damage, liability, and expense, including reasonable attorneys' fees, arising from injury or death of any person or damage to property related to the District's use of the Premises for the Drop-

Off Center, including but not limited to injury or death of any person or damage to property caused by environmental contamination due to Drop-off Center operations, except for (i) loss, cost, damage, liability, or expense which results from negligent acts or omissions or willful misconduct of Hinesburg or Hinesburg's officers, employees or agents, or (ii) consequential damages. This indemnification shall survive the termination of this Lease.

(b) Hinesburg indemnifies and saves the District harmless from and against all loss, cost, damage, liability, and expense, including reasonable attorneys' fees, which the District may incur due to environmental contamination on or from the Hinesburg Site, except for (i) loss, cost, damage, liability, or expense 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.

14. 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.

15. Access.

(a) The District shall allow Hinesburg to pass through the Premises (i) to provide access to and egress from the premises, and (ii) for other legitimate purposes.

(b) Hinesburg 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.

16. 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 non-working hours.

17. Entrance Road.

(a) Hinesburg shall provide routine maintenance for the entrance roads, 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 within the Premises at its own discretion.

(b) Hinesburg shall allow the District to use Hinesburg's entrance road right-of-way for the purposes of utility extensions or other changes, in consultation with the Town Administrator and provided the extensions or other changes have no adverse impact upon Hinesburg's use of the site for its highway department operations.

(c) The District shall pay for, or shall reimburse Hinesburg for, all construction costs incurred and associated with paving the Drop-Off Center on behalf of the District.

18. Additional Land and Buildings.

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

19. Affirmative Covenants.

(a) The facility shall be screened or fenced.

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

20. 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 Hinesburg hereby agree to take or cause to be taken such further actions and to execute, deliver 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 executed by both the District and Hinesburg.

(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 Hinesburg 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 HINESBURG

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 HINESBURG, 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 HINESBURG, 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

ATTACHMENT A

Closure Plan for Hinesburg Drop-Off Center

Option 1 - In the event of Relocation of the Drop-Off Center the existing facility shall be closed with the following steps:

Removal of all roll-off containers, attendants booths, bunkers and used oil container; and all and associated contents.

Utilize District equipment, or private heavy equipment hired by the District, to disassemble, remove and properly dispose of existing Drop-Off Center infrastructure.

Regrade the site to approximate original conditions. The site is anticipated to be under construction, and no further finishing of the site will be required.

Option 2 – In the event of the closure of the Drop-Off Center facility, due to termination of the agreement, the existing facility shall be closed with the following steps:

Notification at the Drop-Off Center entrance of closure details. Posting to include notice of alternative Drop-Off Center locations and hours.

Placement of an advertisement in the *Hinesburg Record* and *Citizen* notifying Residents of the closure details and alternative Drop-Off Center locations and hours.

Removal of all roll-off containers, attendants booths, bunkers and used oil container; and all and associated contents.

Utilize District equipment, or private heavy equipment hired by the District, to disassemble, remove and properly dispose of existing Drop-Off Center infrastructure.

Regrade the site to approximate original conditions. The site is anticipated to be under construction, and no further finishing of the site will be required.