



**LEASE AGREEMENT AND MEMORANDUM OF
UNDERSTANDING
BETWEEN THE NORTHWEST VERMONT SOLID
WASTE MANGAGEMENT DISTRICT
AND
THE TOWN OF ALBURGH, VERMONT**



This agreement is entered into by and between the Northwest Vermont Solid Waste Management District and the Town of Alburgh for the leasing and operation of the Town's solid waste transfer station, located at 260 Dump Road in Alburgh, Vermont.

1. This agreement is effective September 1st, 2024, for an initial term of 3-years. Then, it will automatically renew annually on July 1st, the start of the Fiscal Year, unless either party notifies the other in writing before April 1st of the party's intention to terminate the agreement.
2. The Town will lease the parcel of land on which the transfer station is located to the District, for the sum of \$1.00 (one dollar) per year, payable on the effective date of the Agreement and thereafter upon renewal.
3. The District will be responsible for:
 - a. All operational aspects of the transfer station to include: staffing levels, hours of operation, prices, control of materials, contracts for services, and utilities.
 - i. The District agrees to maintain current transfer station hours of operation for a minimum of one year.
 - ii. The District will align Alburgh prices with the rest of its operational facilities.
 - iii. Alburgh residents will be notified of price changes within 30 days of implementation.
 - iv. The District will transfer all utilities under their business name for the duration of the lease.
 - b. Ensuring the Town's two current employees are retained and incorporated under the District's operations at the Alburgh Transfer Station, so long as they adhere to the District's personnel policies and procedures.
 - c. Maintaining a capital equipment fund for the maintenance and repair of the town's transfer station equipment. (NOTE: other options include leasing equipment from the town, the town turning over ownership of the equipment during the lease, etc.)
 - d. Free Dump Day – the district will work with the town selectboard on an annual free dump day, that will be contingent upon the financial health of the facility and annual approval from the selectboard.
 - e. Engaging with the State of Vermont on transfer station related issues throughout the duration of the lease.
4. The Town will be responsible for:
 - a. Road maintenance, mowing, and snow removal at the transfer station.
 - b. Providing the District with a list of names of who requires access to the facility and for keeping it up to date with District administrators.

- c. Providing the District with a comprehensive inventory of all equipment and supplies at the facility.
 - d. Transferring all utilities: internet, phone, and electric, to the District for the duration of the lease.
5. Both parties agree to work on a solution for disposing of wood chips generated from brush disposal.

_____ Date: _____

Chair
Board of Supervisors
Northwest Vermont Solid Waste Management District

_____ Date: _____

Chair
Selectboard
Town of Alburgh

Additional Notes from the meeting:

- NWSWD is a non-profit organization – revenue covers costs, and capital improvement.
- District reimburses employees for boots / gear
- Brush charge = \$15-20 / pickup truck load – district will not be burning, and prefers to chip
- Last price increase was 7 years ago – fee schedule stays stable, and adjusted only when absolutely necessary – district would provide justification for any price increase.
- Backhoe Operation / Russell's position was not included in the original proposal and cost evaluation done by the district.
 - Requesting town look into current frequency of hauling C+D so district can evaluate how best to proceed should they take over ops. (bring in their own equipment, haul more frequently, etc).
- Floor scale not required – town could sell this, district has their own, and charges per bag / estimated cubic yard. Does not weigh material.

⊕ concerns from public @ open meeting regarding stump dump (will the district maintain this function?)