



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

To: Board of Finance
Fr: Chapin Spencer, Director
Re: Lease Agreements for 339 Pine Street
Date: December 24, 2013

Requested action: Approve the attached resolutions and send to City Council for final approval

Attached, please find two proposed Lease Agreements for lessees at 339 Pine Street – the former Street Department building. The agreements are with ReSource and Chittenden Solid Waste District – both long-term tenants on the site.

The Agreements are to allow both entities to continue their current activities for another three years. We have added explicit language allowing the City to terminate this Agreement with six months notice for any municipal project (Champlain Parkway, Railyard Enterprise Project, etc.).

I will bring copies of Appendix A, the site plan, to the Board of Finance meeting.

Please contact me with any questions (802-865-5818 or cspencer@burlingtonvt.gov).

Non-Discrimination

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

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RENEWED LEASE AGREEMENT WITH
CHITTENDEN SOLID WASTE DISTRICT
FOR THE OLD CITY GARAGE, 339 PINE ST.

In the year Two Thousand Thirteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City, by and through its Department of Public Works, is the owner of land and premises known as the old City Garage located at 339 Pine St., Burlington, Vermont (hereinafter the “Property”); and

WHEREAS, the Chittenden Solid Waste District (“CSWD”) is a municipal district organized under the laws of Vermont to manage Chittenden County’s solid waste, including Burlington’s; and

WHEREAS, CSWD has been using and then leasing a portion of the Property (hereinafter the “Premises”) for a drop off center for the benefit of the city’s and other area residents; and

WHEREAS, because some or all of the Property may be needed for the construction of the highway project formerly known as the Southern Connector and now known as the “Champlain Parkway” or for the project known as the Railyard Enterprise Project or to be used for some other City development project or need, the City cannot unconditionally commit to either a long term lease or unfettered access to the outside area of the Premises currently used by CSWD for this use; and

WHEREAS, the Parties acknowledge that an environmental easement encumbers the Property, restricting uses and activities and requiring that a right to access the property at all reasonable times be given to the State of Vermont Agency of Natural CSWDs and the United States Environmental Protection Agency for the purpose of conducting the activities related to the Consent Decree filed in connection with the Record of Decision for the Pine Street Canal Superfund Site in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al. with a portion of such easement attached to this agreement for the convenience of the Parties; and

WHEREAS, the Parties have worked out a mutually agreeable lease agreement which takes the needs of each into consideration; and

WHEREAS, the agreement has been reviewed by the Director of Public Works, City Attorney’s Office and the Board of Finance and has the support of each;

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RENEWED LEASE AGREEMENT WITH
CHITTENDEN SOLID WASTE DISTRICT
FOR THE OLD CITY GARAGE, 339 PINE ST.

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NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the leasing of the Property referenced above to CSWD by the Lease Agreement hereto attached or one substantially equal to it and authorizes the Director of Public Works to execute it..

lb/EMB/c: Resolutions 2013/DPW – Renewed Lease Agreement with Chittenden Solid Waste District for the Old City Garage at 339 Pine St.
[CCTA]
12/10/13

MEMORANDUM OF AGREEMENT

This Agreement is between the CHITTENDEN SOLID WASTE DISTRICT, (District), a union municipal district duly organized under the laws of Vermont, having the address of 1021 Redmond Road, Williston, Vermont 05495, and the CITY OF BURLINGTON, (Burlington), a municipal corporation duly organized under the laws of Vermont, having the address of City Hall, Burlington, Vermont 05401 (the Agreement or Lease).

WHEREAS, the District has determined that it is in the best interest of the members of the District to operate a drop-off center for recyclable material, special waste, universal waste and refuse in Burlington (the Drop-Off Center or Facility); and

WHEREAS, Burlington desires the District to continue operation of the Drop-Off Center at the 339 Pine Street facility (the Premises) for the benefit and convenience of area residents.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties hereto hereby agree as follows:

1. Term. The term of this Lease shall be for three (3) years commencing on July 1, 2013 and ending on June 30, 2016. Burlington may extend the term for an additional three (3) years unless written notice of termination is provided from one party to another within thirty (30) days prior to the expiration of the preceding term. The District will then have a minimum of ninety (90) days to vacate the premises.

Notwithstanding this term, this Lease may be terminated upon six (6) months advanced written notice by Burlington that the Premises or a part of it is needed for any of the following: the Champlain Parkway, the Railway Enterprise Project or a municipal development project.

2. Permitted Use of Premises. The District may operate the Drop-Off Center for District residents on the land identified on attached site plan. The District will operate, manage, own, maintain and pay for all programs associated with the Drop-Off Center, as long as those programs are open to all District members.

(a) The fee for recyclable materials, scrap metal and tires will be consistent with all other District Operated Drop-off centers.

(b) The District will operate the Facility in compliance with all federal, state and local rules and regulations.

(c) The Facilities will be open to District member residents' on a schedule agreed to by the Burlington Public Works Department.

(d) The District shall permit Burlington or Burlington's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises and making certain that the District is meeting all of its obligations under this Lease.

(e) This Agreement incorporates by reference the terms of the environmental Easement and § IX of the Consent Decree entered on February 11, 2000 in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al, Civil Action No. 1:99-CV-366 (D. Vt.). The permitted use of this Facility is encumbered by such terms and conditions related to the rights of access to and use restrictions on the Property necessary to implement the Record of Decision for the purposes of protecting human health and the environment. The Grant of Environmental Restrictions and Right of Access (the Grant) is recorded in the Burlington Land Records in volume 877 pages 29-75. Pages 27-40 are attached hereto for the Parties' convenience. The District shall permit reasonable access to the Premises as set forth in the Grant and shall not perform any activities or uses which violate one or more of the conditions set forth in the Grant, including but not limited to Section 4, Restricted Uses and Activities, recorded in volume 877 pages 31-32 of the Burlington Land Records and attached hereto.

3. Financial Considerations. The District agrees to pay Burlington an fee of \$1 per year, for the use and access to the Facilities, payable within thirty (30) days of the anniversary of the Lease start date.

4. Permits.

(a) The District will obtain, maintain and update all permits and approvals required for the operation of the Facility including a Solid Waste Management Facility Certification.

5. Indemnification.

(a) The District hereby indemnifies and agrees to hold Burlington harmless from any and all losses, damages, costs and expenses, including without limitation, attorneys' fees, (collectively, the "Losses"), relating to the location, use or operation of the Facility by the District. This indemnification shall survive the termination of this Agreement.

(b) Burlington hereby indemnifies and agrees to hold the District harmless from and against all Losses relating to the location, use or operation of the Facility, or any environmental contamination (including coal tar and former underground storage tanks), which losses, arise from or relate to any facts or circumstances existing or arising prior to, or conditions pre-existing, the date of this Agreement. This indemnification shall survive the termination of this Agreement

6. Insurance.

(a) The District shall be responsible for insuring its own personal property on the Premises against any and all loss. This insurance shall be obtained from an insurer having

an A.M. Best Insurance Rating of at least A-, financial size category VII or greater. [www.ambest.com]. The District shall agree to provide and maintain the following types and amounts of insurance for the term of this Lease:

- 1. Commercial General Liability Coverage:** Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of, at a minimum, \$1,000,000 Combined Single Limit for each occurrence, \$2,000,000 general aggregate. The District shall list Burlington as an Additional Insured on their Commercial General Liability Policy.
- 2. Commercial Auto Coverage:** Commercial Auto Liability Insurance covering all Owned & Hired and Non-Owned vehicles, with limits of, at a minimum, \$1,000,000 Combined Single Limit for each occurrence, \$2,000,000 general aggregate. The District shall list Burlington as an Additional Insured on their Commercial Auto Liability Policy.
- 3. Workers' Compensation & Employers Liability Insurance:** Statutory Worker's Compensation Insurance and Employers Liability with limits of, at a minimum, \$1,000,000 for any one occurrence.
- 4. Tenant's Legal Liability Insurance:** Tenant's Legal Liability insurance with limits at a minimum of the value of the District's premises. The District shall list Burlington as an Additional Insured on their Tenant's Legal Liability Insurance Coverage.
- 5. Certificates of Insurance:** The District shall provide Burlington with Certificates of Insurance (collectively the Certificates), for the types of insurance required and described above, within fifteen (15) days of execution of the Agreement. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be cancelled, materially changed or not renewed without thirty (30) days written prior notice, except ten (10) days for non-payment of premium, to Burlington.

(b) Burlington shall at all times during the term of the Agreement provide and maintain comprehensive General Liability Bodily Injury and General Liability Property Damage Insurance in the amount of at least \$1,000,000 combined and shall provide the District with a Certificate of Insurance for said insurance coverage within fifteen (15) days of execution of the Agreement.

7. Repairs and Maintenance.

(a) The District shall at its own cost and expense maintain at all times the Premises in neat and orderly repair, ordinary wear and tear excepted.

(b) Burlington shall maintain at all times in working order the existing catch basin system located on the Premises. Burlington shall repair all potholes and frost heaves located on the Premises' access drive as of the date of the Agreement and further agrees maintain the access drive in a reasonable condition free of potholes and frost heaves during the term of the Agreement.

8. 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.

9. Subletting and Assignment. The District agrees it shall not sublet or assign its rights to the Premises without prior written consent from Burlington. Burlington's written consent shall not be unreasonably withheld or delayed. Burlington shall notify the District of its decision within fifteen (15) days of receipt of the District's written request to sublet or assign its rights to the Premises.

10. Quiet Enjoyment. The District shall quietly have and enjoy the Premises during the term of the Agreement, without hindrance or interference from Burlington.

IN WITNESS WHEREOF, Burlington and the District have duly executed this Agreement the day and year below written.

CITY OF BURLINGTON, VERMONT

IN THE PRESENCE OF:

By: _____
Chapin Spencer Director Date
Department of Public Works

Witness Date

CHITTENDEN SOLID WASTE DISTRICT

IN THE PRESENCE OF:

By: _____
Thomas Moreau, CSWD Date
General Manager

Witness Date

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RENEWED LEASE AGREEMENT WITH RESOURCE
FOR THE OLD CITY GARAGE, 339 PINE ST.

In the year Two Thousand Thirteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City, by and through its Department of Public Works, is the owner of land and premises known as the old City Garage located at 339 Pine St., Burlington, Vermont (hereinafter the “Property”); and

WHEREAS, ReSource is a non-profit corporation with a mission to reduce the amount of reusable and repairable items dumped in landfills, provide valuable job skills, technical training and opportunity to people in transition, and alleviate the effects of poverty by making vital household goods and building materials available to the poor; and

WHEREAS, ReSource has been using and then leasing that portion of the Property identified on the site map attached hereto as Attachment A (hereinafter the “Premises”) since 2001 for its Building Materials Reuse Enterprise; and

WHEREAS, ReSource has renovated and improved the space and addressed safety and structural concerns in order to use the Premises for the Building Materials Reuse Enterprise; and

WHEREAS, because some or all of the Property may be needed for the construction of the highway project formerly known as the Southern Connector and now known as the “Champlain Parkway” or for the project known as the Railyard Enterprise Project or to be used for some other City development project or need, the City cannot unconditionally commit to either a long term lease or unfettered access to the outside area of the Premises currently used by ReSource for parking, storage, and associated operational uses and needs; and

WHEREAS, the Parties acknowledge that an environmental easement encumbers the Property, restricting uses and activities and requiring that a right to access the property at all reasonable times be given to the State of Vermont Agency of Natural Resources and the United States Environmental Protection Agency for the purpose of conducting the activities related to the Consent Decree filed in connection with the Record of Decision for the Pine Street Canal Superfund Site in the case of *United*

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RENEWED LEASE AGREEMENT WITH RESOURCE
FOR THE OLD CITY GARAGE, 339 PINE ST.

States of America and the State of Vermont v. Green Mountain Power Corporation et al., with a portion of such easement attached to this agreement for the convenience of the Parties.

WHEREAS, the Parties have worked out a mutually agreeable lease agreement which takes the needs of each into consideration; and

WHEREAS, the agreement has been reviewed by the Director of Public Works, the City Attorney's Office and the Board of Finance and has the support of each.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the leasing of the Property referenced above to ReSource by the Lease Agreement hereto attached or one substantially equal to it and authorizes the Mayor to execute it.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) IS MADE effective as of _____ by and between the **City of Burlington, Vermont**, a municipal corporation organized under the laws of the State of Vermont (hereinafter “Lessor”) and **ReSOURCE, A Nonprofit Community Enterprise, Inc.**, formerly known as ReCycle North(hereinafter “Lessee”). Lessee is a non-profit corporation authorized to do business in the State of Vermont with its principal place of business in Burlington, County of Chittenden, and State of Vermont. Both Lessor and Lessee are hereinafter referred to as “the Parties”.

RECITALS

- A. **Whereas**, Lessor is the owner of land and premises known as the City Garage located at 339 Pine St., Burlington, Vermont (hereinafter the “Property”); and
- B. **Whereas**, Lessee is a non-profit corporation with a mission to reduce the amount of reusable and repairable items dumped in landfills, provide valuable job skills, technical training and opportunity to people in transition, and alleviate the effects of poverty by making vital household goods and building materials available to the poor; and
- C. **Whereas**, Lessee has been using and then leasing that portion of the Property identified on the site map attached hereto as Attachment A (hereinafter the “Premises”) since 2001 for its Building Materials Reuse Enterprise; and
- D. **Whereas**, Lessee has renovated and improved the space and addressed safety and structural concerns in order to use the Premises for the Building Materials Reuse Enterprise; and
- E. **Whereas**, because some or all of the Property may be needed for the construction of the highway project formerly known as the Southern Connector and now known as the “Champlain Parkway” or for the project known as the Railyard Enterprise Project or to be used for some other City development project or need, Lessor cannot unconditionally commit to either a long term lease or unfettered access to the outside area of the Premises currently used by Lessee for parking, storage, and associated operational uses and needs; and
- F. **Whereas**, the Parties acknowledge that an environmental easement encumbers the Property, restricting uses and activities and requiring that a right to access the property at all reasonable times be given to the State of Vermont Agency of Natural Resources and the United States Environmental Protection Agency for the purpose of conducting the activities related to the Consent Decree filed in connection with the Record of Decision for the Pine Street Canal Superfund Site in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al. with a portion of such easement attached to this agreement for the convenience of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Leased Premises/Use of Premises. Subject to the terms and conditions set forth herein, Lessor leases to Lessee and Lessee leases from Lessor the Premises.

A. Lessee acknowledges, accepts, and agrees that some or all of the Property, including the Premises may be needed for the highway project formerly known as the Southern Connector and now known as the “Champlain Parkway” or for the project known as the Railyard Enterprise Project or some other municipal development project or need and that such use may impair or eliminate all or some of its occupancy and use of the exterior yard space of the Premises. Lessor agrees to try to minimize any such impairment.

Lessee shall inquire of Lessor’s director of public works (“director”), or the director’s designee, every six months from the date of execution of this agreement to obtain a status report on the construction and have the director inform it of any limitations to the use or occupation of the property, including the elimination of some or all of its occupancy, beginning on a date 6 months from the date of notice. Such information provided by the director on Lessee's inquiry shall, thereby, provide Lessee with a 6 month notice of the limitations on use and occupancy.

In the event that Lessee does not make such inquiry, the director shall provide Lessee with a 6 month notice of any and all limitations on Lessee’s use and occupancy due to Lessor’s need to use the Premises for the “Champlain Parkway” or for the project known as the Railyard Enterprise Project or some other municipal development project or need.

The Parties agree that such impairment may be a special ground for the early termination of the lease by Lessee. Should Lessee determine, in its discretion, that it cannot operate effectively due the use of the Property or Premises by Lessor, Lessee may terminate the Lease by means of written notice of termination delivered at least 30 days prior to termination.

B. Lessee acknowledges, accepts, and agrees that it is taking the Premises “as is” without any warranties of habitability or compliance with applicable codes by Lessor. Lessee acknowledges, accepts, and agrees that it may only use the Property in accordance and compliance with applicable building, life safety, fire, health, zoning, and other applicable codes related to health, safety, and environmental protections. Lessee acknowledges, accepts, and agrees to the restrictions on uses and activities set forth in the Grant of Environmental Restrictions and Right of Access (Attached).

2. **Term.** This Lease shall be for a term of three (3) years to commence upon the execution of this Lease and terminate at noon three years to the day after said execution, unless such termination date is on a Saturday or Sunday, in which case the date of termination shall be at noon on the following Monday.

Notwithstanding this term, this Lease may be terminated upon 6 months advanced written notice by Burlington that the Premises or a part of it is needed for any of the following: the Champlain Parkway, the Railway Enterprise Project or a municipal development project.

3. **Monetary consideration.** The Parties agree to the following monetary consideration:
 - A. Lessor shall not charge Lessee rent nor shall any be due from Lessee for the term of this Lease.
 - B. Lessee shall maintain the Premises up to all applicable health, accessibility, fire and building safety laws at its own expense and may make any other improvements at its own expense that it deems are necessary for use of the Premises for the purposes stated in this Lease. Any improvements Lessee makes shall be at its own cost and expense without any right of reimbursement at the termination of the Lease. All improvements shall be made in accordance with building, fire, health, zoning, and other applicable codes and permits for such work must be obtained if required by code.
4. **Covenants of Lessee.** As consideration for its right of occupancy of the Premises, Lessee hereby covenants and agrees as follows:
 - a) to maintain the Premises in a clean, orderly and sanitary manner at all times and at its own expense and to comply with the requirements of all applicable health and safety codes;
 - b) to surrender the Premises, including any structural improvements made thereto by Lessee but excluding all personal property of Lessee, at termination hereof;
 - c) to be responsible to Lessor for damage caused to the Property by the acts or omissions of its officers, agents, servants, employees, contractors, guests, or invitees;
 - d) to use the Premises in such a manner as to not impair the operation of the Chittenden Solid Waste Facility, Burlington City Arts authorized artists space, or any other use or operation authorized by the City of Burlington on the Property including but not limited to the use associated with the construction of the Southern Connector and the Grant of Environmental Restrictions and Right of Access.
 - e) This Agreement incorporates by reference the terms of the environmental Easement and § IX of the Consent Decree entered on February 11, 2000 in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al, Civil Action No. 1:99-CV-366 (D. Vt.). The

permitted use of the Premises is encumbered by such terms and conditions related to the rights of access to and use restrictions on the Property necessary to implement the Record of Decision for the purposes of protecting human health and the environment. The Grant of Environmental Restrictions and Right of Access is recorded in the Burlington Land Records in volume 877 pages 29-75. Pages 27-40 are attached hereto for the Parties' convenience. Lessee shall permit access to the Premises as set forth in the Grant and shall not perform any activities or uses which violate one or more of the conditions set forth in the Grant, including but not limited to Section 4, Restricted Uses and Activities, recorded in volume 877 pages 31-32 of the Burlington Land Records and attached hereto.

5. **Indemnification.** Lessee shall indemnify, defend, and hold harmless Lessor from and against all liability, damage, penalties or judgments arising from injuries to persons or property sustained by anyone in and about that part of the Property used exclusively by Lessee resulting from any act or acts or omission or omissions of Lessee, its agents, servants, employees, contractors or guests or invitees.

6. **Insurance.** Lessee shall be responsible for insuring its own personal property on the Premises against any and all loss. This insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A-, financial size category VII or greater. [www.ambest.com]. Lessee shall agree to provide and maintain the following types and amounts of insurance for the term of this Lease:
 - A. **Commercial General Liability Coverage:** Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of, at a minimum, \$1,000,000 Combined Single Limit for each occurrence, \$2,000,000 general aggregate. Lessee shall list Lessor as an Additional Insured on their Commercial General Liability Policy.

 - B. **Commercial Auto Coverage:** Commercial Auto Liability Insurance covering all Owned & Hired and Non-Owned vehicles, with limits of, at a minimum, \$1,000,000 Combined Single Limit for each occurrence, \$2,000,000 general aggregate. Lessee shall list Lessor as an Additional Insured on their Commercial Auto Liability Policy.

 - C. **Workers' Compensation & Employers Liability Insurance:** Statutory Worker's Compensation Insurance and Employers Liability with limits of, at a minimum, \$1,000,000 for any one occurrence. Lessee shall show evidence of Workers Compensation and Employers Liability Insurance Coverage.

 - D. **Tenant's Legal Liability Insurance:** Tenant's Legal Liability insurance with limits at a minimum of the value of Lessor's premises. Lessee must show

evidence of Tenant's Legal Liability Insurance Coverage and shall list Lessor as an Additional Insured on their Tenant's Legal Liability Insurance Coverage.

E. Certificates of Insurance: Lessee shall provide Lessor with such Certificates of Insurance, as required above, prior to the commencement of the Lease. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be cancelled, materially changed or not renewed without thirty (30) days written prior notice, except ten (10) days for non-payment of premium, to Lessor.

7. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises and making certain that Lessee is meeting all of its obligations under this Lease. Lessee shall permit access to the Premises as set forth in the Grant of Environmental Restrictions and Right of Access (Attached).

Assignment and Subletting. Lessee shall not assign or sublet any portion of the Premises without Lessor's prior written consent. In the event consent to assign or sublet is granted, subletters or assignees must comply with the same insurance requirements as Lessee, as well as all other terms and conditions of this Lease unless expressly waived in writing by Lessor.

8. **Utilities.** Lessee shall be responsible for providing and paying for all utilities to the Premises during the term of this Lease.

9. **Substantial Damage to Premises.** If the Premises shall be destroyed by fire or other casualty, or shall be so damaged that Lessor determines that repair is not warranted economically, then this Lease shall terminate.

10. **Default.** Any failure by either Party to perform any of the terms hereof shall constitute a default hereunder. Upon such default, the non-defaulting party may at its option terminate all rights of the defaulting party hereunder; provided, however, that the defaulting party shall be given notice of default and 90 days in the case of any other type of default to remedy any such default before such termination shall take effect.

11. **General Provisions.**

- a) No failure of either party to enforce any term hereof shall be deemed a waiver of future enforcement thereof.
- b) All covenants herein contained shall extend to and bind the successors and assigns of each of the parties hereto.
- c) Each of the conditions of this Lease is separable and separate, the validity of one not being dependent upon any other.

- d) This Lease as written constitutes the entire agreement between the parties; no other agreement shall be a part hereof unless in writing and signed by duly authorized agents of all the original parties.
- e) The breach of any condition of this Lease is to be considered substantial.
- f) No holding over by Lessee beyond the Lease term or any renewal Lease term shall operate as a renewal of this Lease, but shall create a month to month tenancy only.
- g) Lessee shall comply with all provisions of any and all lawful orders, statutes, ordinances, and regulations imposed by the Federal Government, the State of Vermont, City of Burlington, or any other governmental agency, now or hereafter in force, relating to the use and occupancy of the Premises.
- h) Whenever Lessee shall construct, repair or rebuild or otherwise make alterations, Lessee shall discharge or cause to be discharged every lien or attachment filed against the premises within 60 days of filing the same in the City land records unless Lessee challenges the validity of the lien(s) within that 60 day period in a court of competent jurisdiction and Lessee agrees to indemnify and hold Lessor harmless from any and all liability or expense with respect thereof.
- i) Any notice, consent, or other writing required by this Lease shall be delivered in person, or by certified mail, return receipt requested, as follows:
 - If to Lessor:** Director, Burlington Department of Public Works, 645A Pine St., Burlington, VT 05401
 - If to Lessee:** Tom Longstreth, Executive Director, ReSource, 266 Pine St., Burlington, VT 05401.
- j) This Lease is executed in duplicate, each copy to be considered an original.

AFTER HAVING READ AND UNDERSTANDING THE FULL TEXT OF THIS CONTRACT, THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

ReSOURCE, LESSEE

CITY OF BURLINGTON, LESSOR

Duly Authorized

Duly Authorized

Witness

Witness

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this ____ day of _____, 20____, _____
personally appeared before me and acknowledged the foregoing instrument by him
signed and sealed to be his free act and deed, and the free act and deed of Recycle North,
Inc..

Before me, _____
Notary Public
My Commission expires _____.

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this ____ day of _____, 20____, _____
personally appeared before me and acknowledged the foregoing instrument by him
signed and sealed to be his free act and deed, and the free act and deed of the City of
Burlington, VT.

Before me, _____
Notary Public
My Commission expires _____.