

Agenda Summary
June 24, 2026

Agenda Item No. A-4

Rural Community Transportation Building Lease Agreement

Summary: Green Mountain Transit is planning on transferring operations to Rural Community Transportation for the Mountain Road Shuttle. The Town currently has an evergreen contract with GMT to lease the bus barns for \$1 per year with an automatic renewal unless notice is provided 30 days in advance prior to June 30th of each year. The enclosed contract with RCT has been changed to be a year-to-year lease ending June 30th of each year.

The aforementioned change in the rental period was changed in recognition that the Town has need for building space. RCT is looking for alternative building space, but it is likely to take several years in order to advance. This contract is intended to provide them reasonable time to do so.

Town Plan & Policy Impact: N/A

Fiscal & Human Resources Impact: The lease with GMT was one dollar per year. This proposed lease with RCT is one dollar per year. All building space the Town leases to non-profits is for one dollar per year. Any rent increase is likely to be passed onto the users as will the cost when RCT finds a new space.

Recommendation: Move to approve the enclosed building Lease Agreement with Rural Community Transportation.

**LEASE AGREEMENT
BETWEEN
TOWN OF STOWE AND RURAL COUNTY TRANSPORTATION**

WITNESSETH, this Lease Agreement ("Lease"), is made and entered into as of this _____ day of _____ 2005 by and between the Town of Stowe, a Vermont Municipal Corporation with a principal place of business at 67 Main Street Stowe, VT 05672 ("Town") and the Rural Community Transportation ("RCT") a Vermont Non-Profit Corporation with principal place of business at _____ .

WHEREAS the Town, acting through its duly authorized Selectboard, has ownership of the former "Moscow Town Garage, and

WHEREAS RCT provides public transportation services in Stowe and desires to use the entire building to operate said public transportation services therefrom;

WHEREAS, the Town and RCT desire to enter into a written Lease setting forth the terms and conditions under which RCT may use the Moscow Town Garage for public transportation services (hereinafter the "Lease").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. DESCRIPTION OF LEASED PREMISES

Town hereby leases to RCT and RCT leases from the Town that building and that land identified on Exhibit "A" attached hereto and made a part hereof for RCT's exclusive use thereof to operate a Public Transportation System for the Town of Stowe (the "Leased Premises").

2. TERM OF LEASE

The term of this Lease shall be for one year, commencing on July 1, 2026 and expire June 30, 2027.

3. RENTAL

Upon execution of this Lease by both parties, RCT shall pay to the Town of Stowe the sum of One Dollar (\$1.00) as payment in full for the Lease.

4. UTILITIES

During the terms of this Lease, RCT shall contract for, in its name, all utility

services required for its use of the Leased Premises including, without limitation, electricity, telephone/communication, sewer, water, trash disposal, and heat. RCT shall pay all charges, fees, costs and deposits required to obtain such utility services in a timely manner.

5. MAINTENANCE AND REPAIRS

- (a) Subject to the limitation set forth below, Town will be responsible for non-routine maintenance and replacement of the structural elements on the Leased Premises unless RCT is able to obtain a grant to repair said elements. Town's obligation to perform such maintenance and replacement is subject to the limit of funds it has available for such purpose, as determined by the Selectboard in its sole discretion. All other costs to maintain the lease area (buildings and grounds) shall be the responsibility of RCT.
- (b) RCT shall take good care of the Leased Premises, including all mechanical/utility systems, and shall perform all repair and maintenance at its sole cost and expense. RCT shall promptly notify the Town of any non-routine maintenance and repairs that it intends to perform prior to undertaking such maintenance and repairs, except in the event of an emergency which requires immediate action, in which case the maintenance and repairs shall be reported to the Town as soon as possible thereafter.
- (c) RCT shall be responsible for its own custodial services, removal of snow and ice from entrance and exit walkways and the prompt removal of trash from the Leased Premises.
- (d) RCT shall alert the Town to any hazardous conditions or circumstances which may require the Town to undertake preventative action to prevent injury or damages on the Leased Premises.
- (e) RCT shall be responsible for physical security of the Leased Premises.

6. APPLICABLE PERMITS

Prior to taking occupancy of the Leased Premises, RCT shall obtain, at its sole cost, any and all necessary local, state and federal permits required by law for its intended use of the Leased Premises and nothing in this Agreement shall be construed as a granting by the Town of any local, state or federal permits, nor shall the Town be liable in any way for the failure of RCT to obtain such permits.

7. FACILITY IMPROVEMENTS

RCT shall not undertake any improvements or alterations to the Leased Premises without prior written authorization by the Town Manager or his/her

designee. Such improvements shall be completely paid for by RCT unless otherwise agreed by the Selectboard. RCT shall obtain, at its sole cost, any and all necessary local, state and federal permits required for any improvements.

- (b) All improvements, additions and fixtures constructed or installed in or on the Leased Premises shall be the property of the Town and shall remain at the Leased Premises upon termination of this lease, unless otherwise agreed by the Selectboard.

8. INSURANCE & INDEMNIFICATION

- (a) RCT agrees to use and occupy the Leased Premises at its own risk. RCT shall indemnify, defend and save the Town harmless from and against all claims for damages, injury or loss to persons or property arising out of or resulting from the use or occupancy of the Leased Premises by RCT, its agents, employees, licensees, invitees and contractors, and all expenses incurred by the Town on account thereof, including reasonable attorneys' fees and court costs. This indemnity shall not extend to any claims for damages arising or resulting from any act or omissions of the Town or the Town's agents, employees, licensees, invitees or contractors.
- (b) RCT shall provide insurance coverage in such amounts and with such coverage as the Town determines to be necessary and customary for protection of the Town from damages, hazards and liabilities pertaining to and arising from RCT's use and occupancy of the premises. Such insurance coverage shall have a minimum liability coverage limit of Two Million U.S. Dollars (\$2,000,000) aggregate, and include, but not be limited to fire, casualty, comprehensive loss and general liability in the event of bodily injury or death and damage or destruction of property. The Town shall be included as a named insured on all policies obtained by RCT in accordance with the terms of this Lease. An insurance certificate as proof of required coverage shall be filed annually with the Town.
- (c) RCT shall be liable for any deliberate acts or omissions, maliciousness or gross negligence on the part of its agents, employees, licensees, invitees and contractors whenever such conduct results in damage to the Leased Premises. In addition, such conduct will be deemed a breach of this Lease.
- (d) The Town shall not be responsible to RCT for any losses or damages to RCT's assets, or for the replacement thereof, for any reason whatsoever.

9. QUIET ENJOYMENT

The Town covenants and agrees with RCT that RCT shall be the exclusive Lessee of the Leased Premises, and as such is entitled to quietly and peaceably hold,

possess, and enjoy the Leased Premises for the full term without hindrance or interference from Town, subject to RCT's compliance with the terms of this Lease.

10. ASSIGNMENT

RCT shall not assign this Lease or any interest hereunder to any party for any purpose without first obtaining written approval from the Town.

11. TIME IS OF THE ESSENCE

The Town and RCT each acknowledge that time is of the essence in their compliance with the terms of this lease agreement. Accordingly, the Town and RCT expressly agree that in any instance where their respective cooperation, action and/or approval is required pursuant to this Lease, such cooperation, action and/or approval will not be unreasonably withheld or delayed

12. SEVERABILITY

In the event that any portion of this Lease or its application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect.

13. LEASE TERMINATION

(a) The Town may terminate this Lease upon ninety (90) days' advanced written notice to RCT with or without cause.

(b) Upon termination, RCT shall peaceably surrender the Leased Premises within the time required by this lease. If RCT shall fail to do so, and Town is required to initiate legal proceedings to reclaim the Leased Premises, Town shall be entitled to recover from RCT, in addition to any other relief, its reasonable court and attorneys' fees and costs.

(c) RCT may, upon ninety (90) days' advanced written notice to the Town, terminate its right to occupancy and possession of the Leased Premises with or without cause, whereupon, RCT shall vacate the Leased Premises and then leave the property in good order and repair and in broom clean condition ready for use and occupancy by some other party.

14. MISCELLANEOUS PROVISIONS

(a) RCT shall at all times comply with any limitations and requirements imposed by any applicable State or local ordinance, regulation or law. In addition, displays or signs viewable from outside the building shall require the written authorization of

the Selectboard.

- (b) RCT shall not use or release any, fireworks, explosives or incendiary devices, at any time in the Leased Premises. Smoking is not permitted anywhere in the building.
- (c) The Town of Stowe reserves the right to install utilities on, under, over and through the premises, to the extent such utilities serve a public purposes as determined solely by the Selectboard. Any disturbance of RCT landscaping features for the installation of utilities shall be promptly repaired to a similar condition as that which existed prior to installation by the Town at no expense to RCT.
- (e) The Leased Premises may not be used to display or distribute any political signs, slogans or campaign materials.
- (f) Any notice required to be given under this Lease, shall be sent :

To Town: Town Manager
 PO Box 730
 Stowe, VT 05672

To RCT: _____

- (g) Town may have access to and inspect the Leased Premises at reasonable times, with or without notice to RCT.
- (h) This lease shall be recorded in the Stowe Land Records in its entirety.
- (i) Inasmuch as the Leased Premises will continue to be owned by the Town and occupied by a non-profit corporation as contemplated herein, it is agreed that the Town shall endeavor to consider the Leased Premises to be exempt from any and all property taxes.

In witness whereof, the parties hereto have caused this Lease to be executed as of the date indicated above.

For the Town of Stowe:

Charles Safford, Town Manager
Its Duly Authorized Agent

Witness

NOTE: The above signatory was authorized to execute this Agreement on behalf of the Town of Stowe by the Stowe Selectboard during a meeting held on the _____ day of _____, 2026.

STATE OF VERMONT
COUNTY OF LAMOILLE, SS

At _____, in said County, on this _____ day of _____, 2005, the above named personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed;

Before me _____
NOTARY PUBLIC
My commission expires: 1/31/27
My commission #:

For Rural Community Transportation:

Its Duly Authorized Agent

Witness

STATE OF VERMONT
COUNTY OF LAMOILLE, SS

At _____, in said County, on this _____ day of _____,
2026, the above named personally appeared and acknowledged this instrument by
him/her sealed and subscribed, to be his/her free act and deed;

Before me _____
NOTARY PUBLIC
My commission expires: 1/31/27
My commission #:



May 18, 2026

Via Email

Charles Safford, Town Manager
Town of Stowe
PO Box 730
Stowe, VT 05672

Re: Lease Termination Notice – Moscow Garage (Bus Barn) Lease Agreement

Dear Charles:

Pursuant to Section 12(c) of the Lease Agreement between the Town of Stowe and Green Mountain Transit Agency (“GMTA”), dated June 13, 2005 (the “Lease”), this letter serves as formal written notice of GMT’s intent to terminate the Lease.

In accordance with the Lease terms, GMT hereby provides thirty (30) days’ notice of termination. The Lease shall therefore terminate on June 30, 2026.

GMT will vacate the premises known as the Moscow Garage and will leave the property in good order and repair, in clean condition, and ready for use and occupancy by another party, as required under the Lease.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Clayton Clark', is written over the word 'Sincerely,'.

Clayton Clark
Green Mountain Transit Authority
General Manager



April 20, 2026

Town of Stowe Selectboard
c/o Charles Safford, Town Administrator
67 Main Street
Stowe, VT 05672

Dear Members of the Selectboard,

On behalf of Rural Community Transportation (RCT), I am writing to formally express our interest in leasing the Moscow Town Garage facility from the Town of Stowe.

As you are aware, RCT will start operating the Stowe Mountain Road Shuttle service beginning in the upcoming winter season. To ensure a smooth and effective transition of these services, we are seeking to enter into a lease agreement for the facility currently used by Green Mountain Transit (GMT) for these operations.

We understand that the current lease with GMT will conclude on June 30, 2026. To maintain continuity and ensure a smooth transition, RCT proposes initiating the lease on July 1, 2026. While our full operational use of the facility is anticipated to begin later in the year, establishing the lease then will allow for coordination of any equipment, materials, and site readiness needed to support service delivery.

Consistent with the structure of the existing lease, RCT is amenable to a one-year lease term with automatic annual renewals, subject to mutual agreement. We are also open to discussing any updates or modifications to the lease terms that the Selectboard may wish to consider reflecting current operational needs.

RCT is committed to providing reliable, high-quality public transportation services to the Stowe community and the surrounding region. Access to this facility will be critical to the success of the Mountain Road Shuttle and our broader service efforts.

We appreciate your consideration of this request and welcome the opportunity to discuss lease terms, facility needs, or any questions you may have. Please do not hesitate to contact me directly.

Sincerely,

Caleb Grant
Executive Director
Rural Community Transportation