# MADISON COUNTY, VIRGINIA,
# SOLID WASTE TRANSFER STATION CONSTRUCTION
# AND DISPOSAL AGREEMENT

THIS AGREEMENT is made this 15th day of July, 1998, by and between Madison County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County", and USA Waste of Virginia, Inc. a Virginia corporation and subsidiary of USA Waste Services, Inc., hereinafter referred to as "Contractor," and USA Waste Services, Inc., a Delaware corporation, herein referred to as "Guarantor".

WHEREAS, the Contractor responded to a request for proposal issued by County pursuant to the Virginia Public Procurement Act to construct a solid waste transfer station and to transport solid waste therefrom to a subtitle D landfill for final disposal;

WHEREAS, Contractor and County desire to enter into a contract whereby Contractor shall provide such services to County for disposal of Acceptable Waste from Madison County, Virginia, (as defined herein); and

WHEREAS, the Board of Supervisors of County has the power to enter into contracts for the construction, operation and maintenance of a Transfer Station and the transportation and disposal of such waste material processed through the Transfer Station.

NOW THEREFORE, FOR AND IN CONSIDERATION of the reciprocal duties and obligations imposed upon the parties, and in further consideration of the benefits inuring to the parties hereunder, County, Contractor, and Guarantor hereby covenant and agree as follows:

## I.
## DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Acceptable Waste - Solid waste from Madison County, Virginia, that is not regulated hazardous waste as described by Virginia Hazardous Waste Management Regulations or any other applicable state or federal

regulation, and will not pose a threat to health or public safety, or cause injury to, or adversely affect the operation of the Transfer Station or Disposal Facility. Acceptable Waste includes residential waste, commercial waste, construction waste, debris waste, demolition waste, industrial waste, municipal solid waste, animals remains from the Madison County Animal Shelter, recyclable waste, and special waste (on a case by case basis as approved by Contractor and County), all as defined in this Agreement and waste which is able to be disposed of at the Transfer Station.

Acceptance Date - The actual date of acceptance of the Solid Waste Transfer Station by the County.

Addenda - Written or graphic instruments issued prior to the opening of Proposals or issued as a supplement to the Contract Documents, which clarify, correct or change the Contract Documents.

CERCLA - Comprehensive Environmental Response Compensation and Liability Act.

Contract Date - The date of execution hereof.

Contract Documents - This Agreement and the following documents attached hereto as Exhibits to this Agreement, to wit:

1) Specifications for Madison County Solid Waste Transfer Station, prepared by Olver, Inc., dated August 29, 1997 (Exhibit A);

2) Plans for Madison County Solid Waste Transfer Station, prepared by Olver, Inc., Sheet Nos. 101, 200-206, 300-305, 400, and 500-502 (Exhibit B);

3) Madison County Transfer Station Erosion and Sedimentation Control Plan, prepared by Olver, Inc., dated May 11, 1998 (Exhibit C); and

4) Schedule of Construction Cost and Service Fees for Madison County Solid Waste Transfer Station dated July 15, 1998 (Exhibit D).

County - Madison County, Virginia.

County Administrator - County Administrator for Madison County, Virginia, 414 North Main Street, Madison, Virginia 22727.

County Representative - Robert M. Roberts, P.E., Olver, Inc., 1116 South Main Street, Blacksburg, Va. 24060.

Contractor - Chambers Development of Virginia, Inc., a corporation duly authorized to transact business in Virginia, its contractors, subcontractors, agents and employees.

Commercial Waste - Solid waste from establishments located in Madison County, Virginia, engaged in business operations other than industrial waste as defined herein. This category includes, but is not limited to, solid waste resulting from operation of stores, markets, office buildings, restaurants or commercial businesses located in Madison County, Virginia .

Construction Waste - Solid waste which is produced or generated in Madison County, Virginia, during construction, remodeling, or repair of pavements, houses, commercial buildings, or other structures. Construction wastes include, but are not limited to, lumber, wire, sheet rock, broken brick, shingles, glass pipes, concrete, paving materials, and metal and plastics, if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents asbestos, any liquid, compressed gases, or semi-liquids and garbage are not construction wastes.

Debris Waste - Wastes resulting from land operations in Madison County, Virginia. Debris wastes include, but are not limited to wood, brush and leaves. Stumps, soil and road spoils are not debris waste.

Demolition Waste - Solid waste which is produced in Madison County, Virginia, by the destruction of structures and their foundations, and includes the same materials as construction waste.

Disposal Facility - An approved, permitted Subtitle D landfill used by the Contractor as a facility for disposal of Acceptable Waste transferred from the Transfer Station.

Hazardous Waste - As described by the Virginia Hazardous Waste Regulations or any other applicable state or federal regulation.

Industrial Waste - Any solid waste generated in Madison County, Virginia, by a manufacturing or industrial process that is not a regulated hazardous waste or classified as special waste by the regulations of the state of Virginia or the state where disposal or further processing takes place.

Guarantor - USA Waste Services, Inc., a Delaware corporation.

Municipal Solid Waste - The solid waste from Madison County, Virginia, normally collected from residential and commercial sources, including but not limited to: garbage, trash, rubbish, refuse, offal, beds, mattresses, sofas, bicycles, and baby carriages, excepting, however, non-processible waste.

Non-processible Waste - Means explosives, pathological and biological waste, hazardous waste, radioactive materials, foundry sand, sanitary sewage and other diluted liquid waste, human and farm animal remains other than animal remains from the Madison County Animal Shelter, motor vehicles, agricultural and farm machinery and equipment, liquid wastes, cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs or other materials that are not accepted at the Disposal Facility or that would be likely to pose a threat to health or public safety, or cause injury to or adversely affect the operation of the Transfer Station.

Off-Specification Products - Manufactured products that do not meet specifications for sale and do not contain any hazardous constituents and are not regulated under the hazardous waste regulations of the Commonwealth of Virginia.

Proposal - The offer or bid submitted to the County by the Contractor.

Recyclable Waste - Clear glass, green glass, brown glass, aluminum, metal/steel cans, newspapers, white paper, cardboard, coded paper, textiles, plastics, white goods and tires from Madison County, Virginia.

Residential Waste - Solid waste from residences located in Madison County, Virginia.

RCRA - Resource Conservation and Recovery Act, as it may be amended from time to time and any regulations adopted pursuant thereto. In the event the Commonwealth of Virginia or the federal government adopts stricter standards for solid waste disposal, such stricter standards shall apply, whether included in RCRA or another act.

Scheduled Acceptance Date - The date set forth in this Agreement when the Transfer Station design, construction, and testing have been completed and on which the Contractor has guaranteed the Transfer Station will be ready for commercial operation.

Service Area - Madison County, Virginia, including the Town of Madison, villages, residences, businesses and industries therein, and other limited areas as approved by the County.

Sludge - Any solid from Madison County, Virginia, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.

Solid Waste Ordinance - Madison County Solid Waste Ordinance.

Special Waste - Solid wastes from Madison County, Virginia, that are difficult to handle, require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations. Example include, but are not limited to, asbestos, medical wastes, sludges, fiber mulch, and ash.

Subcontractor - An individual, firm or corporation having a contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Subtitle D Landfill - A land disposal facility for municipal solid waste operating under a state or federal permit that meets or exceeds the requirements of regulations promulgated by the U.S. Environmental Protection Agency under authority of the Resource Conservation and Recovery Act (RCRA) Subtitle D.

Transfer Station - A facility located at the Madison County Landfill where Acceptable Waste from Madison County, Virginia, is delivered and transferred to vehicles for the purpose of transporting Acceptable Waste to a Subtitle D Landfill, herein referred to as Disposal Facility.

Work - Any activity, including procurement of materials, design, construction, testing or other activity required by this Agreement to construct, equip, start-up, operate and maintain a complete and operable Transfer Station (defined herein) and to transport Acceptable Waste (defined herein) therefrom to a Disposal Facility (defined herein).

## II.
## RESPONSIBILITY OF CONTRACTOR

1. Contractor's Obligations - Contractor shall, at its sole cost and expense (except as otherwise provided in this Agreement), construct, equip, start-up, operate and maintain a Transfer Station at the Madison County Landfill in good workmanlike manner pursuant to good construction, engineering, and landfill operations practices and in accordance with (i) this Agreement and its exhibits, and (ii) applicable law. All work, materials and services not expressly called for in this Agreement or its exhibits which may be necessary for proper construction and operation of the Transfer Station shall be performed, furnished or installed by the Contractor at no additional cost to the County.

2. Labor, Materials, Equipment and Subcontractors Contractor shall furnish, directly or through subcontractors selected by it, all work, labor, supervision and equipment required for construction, equipping, start-up, operation and maintenance of the Transfer Station as set forth in this Agreement. No approval, action or failure to act by County shall (i) relieve Contractor of any of its obligations hereunder, (ii) impose any liability upon County, or (iii) constitute a representation by the County that any subcontractor is qualified. Contractor is solely responsible for the actions of all persons who provide labor, services, equipment or material in connection with the construction, equipping, start-up, operation and maintenance of the Transfer Station, whether or not approved by County. Contractor shall take all

action necessary to monitor, supervise or otherwise control persons performing work by or on behalf of Contractor and its subcontractors to ensure Contractor's obligations relating to the construction, equipping, start-up, operation and maintenance of the Transfer Station are performed in accordance with this Agreement.

3. Title - Title to all replacement parts, hand tools, and maintenance items (including without limitation, any item related to the leachate collection, pumps, electrical systems or emergency equipment) purchased in connection with Contractor's obligations under this Agreement shall pass to County upon payment therefor by County. Contractor shall not remove any item from the Transfer Station at any time without the express written consent of County. In the event Contractor leases any equipment for use at the Transfer Station, the leases shall give County the absolute right, but not obligation, to assume the leases if Contractor's obligations under this Agreement shall be terminated or suspended.

4. County Approval of Contractor's Plans - Within 60 days after execution of this Agreement, Contractor shall provide to County its Design and Test Protocol Documents for the construction of the Transfer Station and its Operations and Maintenance Plan, Contingency Plan, and Operations and Maintenance Manual for the operation of the Transfer Station. Each of these plans, protocols or manuals must be approved in writing by County. After written approval by County, each document will become binding upon Contractor, unless amended in writing by Contractor and County.

5. Meetings and Test Reports - (a) From time to time, upon the request of the County Administrator or the County Representative, Contractor and/or its agent shall meet with the County Administrator, County Representative, and/or his agent to discuss the construction of the Transfer Station. A project review meeting will be held at the Transfer Station at least weekly during construction of the Transfer Station.

(b) Prior to construction of the footings for the Transfer Station, Contractor shall provide the County Administrator and the County Representative with a copy of all soil compaction tests. Contractor warrants to County that the soil compaction tests for construction of the

Transfer Station will meet or exceed the applicable design specifications for the Transfer Station.

(c) Prior to the pouring and placement of concrete during construction of the Transfer Station, Contractor shall provide the County Administrator and the County Representative with copies of all quality control tests for the concrete and proof that the concrete used in the Work meets or exceeds the design specifications for the Transfer Station. Contractor shall give the County Administrator and the County Representative not less than 48 hours advance notice of the date and time of all pouring of concrete used in the Work. Contractor warrants to County that all concrete used in the Work will meet or exceed the applicable design specifications for the Transfer Station.

(d) At least monthly during the operation of the Transfer Station, Contractor shall send representatives, including the Transfer Station Supervisor, to an operations meeting with County. The purpose of the meeting shall be to discuss and resolve any problems encountered during the operation of the Transfer Station and to inspect the Transfer Station to insure that Contractor is meeting the requirements of this Agreement.

(e) Throughout the term of this Agreement, Contractor shall provide reasonable access to County employees and agents for the purpose of monitoring the Contractor's performance at the Transfer Station.

6. Liens and Encumbrances

(a) Contractor shall, at its expense, (i) discharge of record any valid liens of any sort including, without limitation, laborers' liens, mechanics' liens, materialmen's liens, and vendors' liens that attach to the Transfer Station arising out of the activities of the Contractor under this Agreement and (ii) indemnify County for any injury or expenses, including reasonable fees and expenses of attorneys, incurred by County due to the filing of any such lien or Contractor's failure to have such lien discharged.

(b) If Contractor allows any indebtedness or lien with regard to the Transfer Station to accrue to subcontractors, vendors or other third parties and fails to

pay or discharge the same within ten (10) working days after demand by County, the County may withhold an amount equal to the amount of such claim from any sum due Contractor under this Agreement until such indebtedness or lien is paid by Contractor, or released by bond or otherwise if Contractor disputes such claim. County may, but is not obligated to, apply such withheld sum toward the discharge of any claim if Contractor fails by payment bond or otherwise to cause the release of any lien against the Transfer Station.

(c) After the first request for payment, Contractor shall submit to County, with each subsequent request for payment a waiver of mechanics' liens executed by it and all subcontractors and materialmen for that portion of the Work that has been paid by County.

7. Time of Completion/Liquidation Damages

(a) Contractor agrees and warrants that construction of the Transfer Station will be completed by March 1, 1999, and Contractor guarantees to deliver in-service operation of the Transfer Station and transportation service a Disposal Site by the date.

(b) County specifies that the aforesaid time of completion is of the essence to this Agreement. Time being of the essence, it is essential that the construction of the Transfer Station be performed in a timely fashion as provided in the Contract Documents from the date specified in the Notice to Proceed. County and Contractor agree that damages for failure to complete the Work in a timely fashion as agreed are not susceptible to exact determination and that $1,500 per day is in proportion to actual loss County would suffer for each delay. Therefore, in the event the Scheduled Acceptance Date is not met, Contractor will compensate County for such failure to meet the Schedule Acceptance Date through payment of liquidated damages in the amount of $1,500.00 per day until the Acceptance Date is met, subject to relief due to "force majeure" or fault of County.

8. Weighing of Acceptable Waste and Recyclable Waste

Contractor shall provide and use certified scales for the weighing of all Acceptable Waste and Recyclable Waste at the Transfer Station. Contractor shall also use certified

scales for the weighing of all Acceptable Waste and Recyclable Waste at the Disposal Site. Contractor shall use commercially reasonable efforts to maximize by volume or maximum legal weight each load of Acceptable Waste transported to the Disposal Site. Contractor shall deliver to County with each request for payment copies of all documents used to establish the weight of Acceptable Waste and Recyclable Waste at both the Transfer Station and the Disposal Site. Contractor shall keep at the Transfer Station accurate books and records on the weight of Acceptable Waste and Recyclable Waste, and County shall have access to said books and records at any reasonable time.

9. Employment of Existing County Landfill Employees - Contractor agrees to offer employment to the two (2) existing County Landfill employees from the date when the Transfer Station begins operation until at least December 31, 1999, at a salary of not less than what each would receive if employed by County for the 1998-1999 fiscal year, and with the employee benefits currently provided by Contractor to its employees. Such employees must quality under Contractor's pre-employment screening.

10. Based-line Criteria and Stability at Site - Prior to commencement of construction, Contractor may conduct testing to establish base-line criteria and data on the condition of the site for the Transfer Station, and Contractor may also conduct all necessary and required testing to verify the stability of the site for the Transfer Station. Upon completion of such testing, Contractor shall deliver copies of such test reports to County.

11. Operation of Transfer Station - Contractor shall operate the Transfer Station in accordance with the Madison County Solid Waste Ordinance and all applicable regulations and laws. Contractor shall accept at the Transfer Station only Acceptable Waste from property located in Madison County, Virginia, as specified in the Solid Waste Ordinance of Madison County, Virginia. Contractor shall accept no other waste during transportation of Acceptable Waste and Recyclable Waste from the Transfer Station to the Disposal Site. Contractor shall report any violations of the Madison County Solid Waste Ordinance or applicable regulations and laws to the County within 24 hours of the

time when Constructor becomes aware of such violation. If County sets tipping fees for Acceptable Waste, Contractor shall collect such tipping fees and pay such tipping fees to County.

12. Hours of Operation - The Transfer Station shall be open for use between the hours of 10:00 a.m. and 5:00 p.m., Monday, Tuesday, Thursday and Friday, Eastern Standard Time, and between the hours of 10:00 a.m. and 6:00 p.m., Monday, Tuesday, Thursday and Friday, Daylight Savings Time, and between the hours of 10:00 a.m. and 4:00 p.m. on Saturdays. County shall give Contractor not less than thirty (30) days prior written notice of any change in the operating hours of the Transfer Station; provided, however, such change shall not exceed an average of 36 hours per week of operating hours open to the public. At the option of County, the Transfer Station may be closed on the following holidays: New Year's Day, Thanksgiving Day and Christmas Day.

In the event of additional operating hours for an emergency, County and Contractor agree to negotiate an appropriate payment by County to reimburse Contractor for its additional operating costs for such emergency.

## III.
## RESPONSIBILITY OF COUNTY

1. Property - County shall provide property at the Madison County Landfill that is suitable as a site for the construction and operation of the Transfer Station. Such property is shown on the site plan attached as an exhibit to this Agreement.

2. Responsibility - County shall be responsible for the condition of the aforesaid property as it exists prior to the date of occupancy by Contractor (pre-existing condition), and the County agrees to undertake remediation of a pre-existing condition if required under applicable law.

3. Monitoring - County shall inspect construction and operations of the Transfer Station during normal business hours to monitor compliance with this Agreement.

4. Cooperation - County shall cooperate with and assist the Contractor in obtaining all permits and

approvals necessary to construct and operate the Transfer Station and to dispose of Acceptable Waste.

5. Usage - County shall enact ordinances, rules and regulations for usage of the Transfer Station for disposal of Acceptable Waste from property located in Madison County, Virginia.

6. Enforcement of Local Ordinances, Rules and Regulations - County shall be responsible for enforcement of its ordinances, rules and regulations for usage of the Transfer Station. Contractor shall cooperate with County in such enforcement.

## IV
## RESPONSIBILTY OF GUARANTOR

1. Guarantor unconditionally guarantees the performance, or to cause to be performed, and the payment obligations and responsibilities of Contractor under this Agreement as fully as if it were responsible therefor. Guarantor acknowledges for purposes of this guarantee that all acts of Contractor are acts of and binding upon Guarantor.

## V.
## SCOPE OF SERVICE

1. Permits - Contractor is responsible for obtaining all necessary permits and approval for the operation of the Transfer Station and the transportation of Acceptable Waste to the Disposal Site, including all permits and approvals required by EPA regulations and VDEQ regulations and guidelines. The operating permit for the operation of the Transfer Station shall be applied for and issued in the name of the County, but shall include terms and conditions acceptable to Contractor. If this Agreement is terminated for any reason during the term hereof by County under Section 8 of Article VII hereof, Contractor shall be entitled to receive all costs and expenses incurred by Contractor in obtaining such permits as set forth in such Section 8 of Article VII. Contractor shall operate the Transfer Station and shall load vehicles for the transportation of the Acceptable Waste in accordance with the terms of said permits. Contractor shall be responsible for the proper loading of said vehicles and for assuring

compliance with all weight restrictions in connection with transportation of Acceptable Waste.

2. Use of Facilities - Contractor agrees that it will accept, process, transport and dispose of all Acceptable Waste. Contractor shall provide all labor, equipment and vehicles necessary to transport and dispose of all Acceptable Waste.

3. Audit - Contractor agrees to maintain all books, records and other documents relative to this Agreement for five (5) years, or until audited by County, whichever is sooner. County and its representatives shall have access to all applicable books and records regarding the services performed hereunder during normal business hours and in the presence of a representative of Contractor.

4. Reports - (a) After the Transfer Station is in operation, Contractor shall submit to County monthly reports on the tonnage of Acceptable Waste and quarterly reports on the tonnage of Recyclable Waste. These reports shall include the tonnage at both the Transfer Station and the Disposal Site. Contractor shall submit these reports to County with its related request for payment. Prior to December 1st of each year after the Transfer Station is in operation, Contractor shall submit to County an annual report on the operation of the Transfer Station for the preceding year, and such annual report shall include any suggested operational changes for the next year.

(b) After the Transfer Station is in operation, Contractor shall also submit to County monthly operational reports containing but not limited to the following operational information: scheduled operating days, shutdown days, accidents, changes in Transfer Station operation, type and quantity of waste material accepted, transferred and disposed, type and quantity of materials recycled or diverted from disposal, anticipated operating schedule for the following month, copies of all correspondence to and from governmental agencies, and other records and data reasonable request by County.

## VI.
## CHARGES AND PAYMENT FOR SERVICES

1. Construction Cost and Service Fees - The Construction Cost and Service Fees to be charged by

Contractor to County for construction, equipping, start-up, operation and maintenance of the Transfer Station and transportation of Acceptable Waste to the Disposal Site pursuant to this Agreement is set forth on an exhibit attached hereto and made a part hereof. In addition to said fees, Contractor shall be entitled to charge County for any surcharge, tax or fee imposed by any governmental body or authority upon Contractor in connection with the transportation, processing or disposal of waste if such surcharge, tax or fee was not imposed on the collection, transport, processing or disposal of waste as of the date hereof. Any surcharge so imposed shall be documented by Contractor to County.

2. Payment - The Construction Cost and Service Fees shall be charged to the County on monthly basis with invoices for the first through the last day of the calendar month. Payment of invoices submitted to County shall be due to Contractor thirty (30) days from receipt of the invoices. County shall pay Contractor interest on the unpaid amount at the rate of twelve percent (12%) per annum on any balance not paid when due.

3. Measurement of Waste - County agrees that Contractor shall weigh Acceptable Waste at the Disposal Site to which Contractor transports such waste, and both parties shall rely upon such weight measurement to determine of the amount Acceptable Waste received and disposed of by Contractor. Only Acceptable Waste from the Transfer Station shall be transported by Contractor to the Disposal Site so that only such waste from Madison County, Virginia, is weighted and charged to County. A copy of each weight ticket used by Contractor to determine the amount due from County shall be provided to County as an attachment to each invoice submitted by Contractor to County for payment. In addition, a copy of each weight ticket for the measurement of Acceptable Waste at the Transfer Station shall be provided to County as an attachment to each invoice submitted by Contractor to County for payment.

## VII
## SPECIAL PROVISIONS

1. Title to Waste - Title to the Acceptable Waste shall pass to Contractor upon receipt of such waste at the Transfer Station.

2. Erosion and Sediment, Control, Construction, and Operations Performance Bonds - Prior to commencement of the Work, Contractor shall deliver to County a construction performance and payment bond in an amount not less than $665,000.00. In addition, prior to operation of the Transfer Station, Contractor shall deliver to County an operations performance bond, renewable on an annual basis, in an amount not less than the anticipated annual service fee to operate the Transfer Station, plus anticipated transportation and disposal fees for one year. Such bonds shall either be underwritten by a surety company legally authorized to do business in Virginia and acceptable to County, or can be provided by irrevocable letters of credit from parties acceptable to County.

3. Insurance - (a) Contractor shall maintain insurance sufficient to protect Contractor, County and the public, and shall be in levels set forth below. Proof of all insurance shall be furnished by Contractor to County by certificates of insurance showing County as an additional insured. Such certificates shall be kept up to date and show current insurance of Contractor. Such insurance shall have a minimum cancellation time of thirty (30) days, said time to commence after delivery of written notice of cancellation to County at the address shown herein.

(b) Contractor shall carry with a company authorized to transact business in the Commonwealth of Virginia, an insurance policy fulfilling all requirements of the Workers' Compensation Act of said Commonwealth.

(c) Insurance in the following amounts shall be required:

| Type of Insurance | Each Person | Each Occurrence | Aggregate |
|---|---|---|---|
| Workers Compensation<br>Public Liability | $500,000 | $1,000,000 | |
| Property Damage | | | $5,000,000 |
| Contractor's Protective Property Liability | $1,000,000 | $5,000,000 | |
| Contractor's Protective Property Damage | | | $250,000 |
| Contractual Liability | $500,000 | $1,000,000 | |

| | | | |
|---|---|---|---|
| Contractual Property Damage | | | $250,000 |
| Completed Operations and Products Liability | $500,000 | $1,000,000 | $2,000,000 |
| Vehicle Liability | $1,000,000 | $2,000,000 | $2,000,000 |
| Vehicle Property Damage | | $200,000 | |
| Pollution Liability incl. MCS90 Endorsement and CA0048 Endorsement | | $5,000,000 | $5,000,000 |
| Environmental Impairment (Pollution Legal Liability) | | $5,000,000 | $5,000,000 |

County reserves the right to review the aforesaid coverage for a possible revision. In the event County upon such review elects to increase the insurance coverage, County shall pay to Contractor any premium increase for such additional insurance coverage.

4. Term and Extensions - (a) The initial term of this Agreement shall be fifteen (15) years from the date of commercial operation of the Transfer Station with two renewals of five (5) years for each renewal. Each renewal shall be made by written document signed by the parties hereto. The initial fifteen (15) year term will not include the time period for construction of the Transfer Station. It is anticipated that commercial operation of the Transfer Station will begin when cell number 4 of the existing Landfill is full on or about March 1, 1999.

(b) All funds for payments by County under this Agreement are subject to the availability of an annual appropriation for this purpose by the Board of Supervisors of Madison County, Virginia. In the event of nonappropriation of funds by the Board of Supervisors of Madison County, Virginia, for the services provided under this Agreement, County shall give Contractor three (3) months advance written notice of termination and then terminate this Agreement on the last day of the then current fiscal year without termination charge or other liability to County.

5. Indemnification - (a) Contractor covenants to save, defend, keep harmless and indemnify County and all its agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's negligent or grossly negligent performance or nonperformance of its work or obligations under this Agreement.

(b) If County is not in default hereunder, Contractor shall also indemnify County from liability, including all court costs and legal fees, with regard to environmental impairment and remedial actions of any nature, including but not limited to those under CERCLA, which may be required at the Transfer Station and/or Disposal Site or from any accidents or spills during the transportation of waste from the Transfer Station.

6. Employment Discrimination By Contractor Prohibited - During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, age, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an Equal Opportunity Employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

(d) Contractor will comply with the provisions of Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in

employment and mandates their full participation in both publicly and privately provided services and activities.

(e) Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

7. Termination for Cause of Contractor - (a) This Agreement shall remain in force for the term hereof; however, County will have the right to terminate this Agreement sooner if Contractor has failed to perform satisfactorily its obligations as set forth herein. In the event the County decides to terminate this Agreement for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days advance written notice. Such fifteen (15) day period will begin upon receipt of notice by Contractor from County. Contractor shall have the right to cure the failure to perform satisfactorily within the fifteen (15) day period specified in the notice. If the Contractor cures the failure to perform satisfactorily within that period, or if the default is of such a nature that it cannot be cured within such period but Contractor is proceeding with due diligence to effectuate a cure, the termination shall not take effect. If Contractor fails to cure the default within the fifteen (15) day period specified in the notice, this Agreement will be terminated, but Contractor will be entitled to receive compensation for all services satisfactorily performed by Contractor and allocable to this Agreement prior to such termination, less any damages or offsets for expenses incurred by County due to the Contractor's failure to perform or neglect of its obligations under this Agreement.

(b) Except as otherwise directed, Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

(c) In the event any termination for cause of Contractor shall be found to be improper or invalid by any court of competent jurisdiction, then such termination

shall be deemed to have been a termination for convenience of County.

8. Termination for Convenience of County - This Agreement may be terminated by County in whole or in part if County shall determine that such termination is in County's best interest or County shall fail to appropriate funds for service to County by Contractor. Any such termination shall be effected by the delivery to Contractor of a written notice at least three (3) months before the date of termination, specifying to the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination for convenience, Contractor shall continue the work until the date of termination specified in the notice as directed by County, make arrangements for the transfer of any remaining work to another party, make arrangements to transfer all documentation and paperwork for terminated work to County, and make arrangements to terminate all vendors and subcontractors and settle all outstanding liabilities and claims all as directed by County.

9. Termination for Cause of County - This Agreement shall remain in force for the term hereof, however, Contractor will have the right to terminate this Agreement sooner if County has failed to perform satisfactorily its obligations as set forth herein. In the event Contractor decides to terminate this Agreement for failure to perform satisfactorily, Contractor will give County at least forty-five (45) days advance written notice. Such forty-five (45) day period will begin upon receipt of notice by County from Contractor. County shall have the right to cure the failure to perform satisfactorily within the forth-five (45) day period specified in the notice. If County cures the failure to perform satisfactorily within the period or if the default is of such nature that it cannot be cured within such period but County is proceeding with due diligence to effectuate a cure, the termination shall not take effect. If County fails to cure the default within the forty-five (45) day period specified in the notice, this Agreement will be terminated.

10. Prohibition Against Asbestos Containing Materials - No goods or equipment provided to County or construction material installed shall contain asbestos. If Contractor or subcontractor provides or installs any goods,

equipment, supplies, or materials that contain asbestos in violation of this prohibition, Contractor shall be responsible for all costs related to the immediate removal and legal disposal of the goods, equipment or materials installed or provided by any of its employees, agents or subcontractors in connection with the Work under this contract. Contractor also shall reimburse County for all costs of such goods, equipment, supplies or materials installed. If Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by County, County shall have the right to remove and dispose of the asbestos-containing goods, equipment or construction materials at Contractor's expense.

11. Safety - (a) Contractor shall comply with an ensure that Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards related to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the general industry and for the construction industry. Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to perform safely the work specified by Contractor and its subcontractor(s). Contractor shall provide suitable operating and safety training for all persons performing work on the site.

(b) Contractor shall identify to the County Administrator at least one (1) on-site person who is the Contractor's competent, qualified, authorized person on the work site and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified, authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of Contractor's personnel from the work site.

12. Unsatisfactory Work - If any of the construction work done or material or equipment provided by Contractor is unsatisfactory to County, Contractor shall, on being notified by County, immediately remove at Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to County; and in the event Contractor fails within five (5) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, County shall have the right to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of Contractor.

13. Warranty - For a period of one (1) year from the Acceptance Date, Contractor warrants to County that the Work will have no defects or deficiencies resulting from faulty materials or poor workmanship. Contractor will correct, replace, and/or repair all such defects or deficiencies within thirty (30) days after receipt of written notice thereof from County. This warranty by Contractor shall be in addition to all manufacturer's warranties for materials used for the Work. Contractor shall deliver to County all such manufacturer's warranties.

14. OSHA Requirements - Contractor certifies that all material supplied or used under this Agreement meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the Work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by Contractor.

15. Subcontracting of Work - Contractor shall not subcontract portions of the Work without the written consent of County. A description of any portion of the Work that Contractor proposes to subcontract along with the name and address of the individual, firm, or corporation that is the proposed subcontractor shall be submitted to County for review and approval. All work performed by the subcontractor shall be coordinated by Contractor, and Contractor will be responsible to County for all work performed by any subcontractor.

16. Independent Contractor - Contractor is an independent contractor and nothing contained in this Agreement shall constitute or designate Contractor or any of its agents or employees as agents or employees of County.

17. Change Order - Written notice of Contractor's intention to file any claim for money or other relief based upon additions or changes to the Work shall be given by Contractor to County within ten (10) days after the occurrence of the event giving rise to the claim, and before proceeding with the work upon which the claim is based. Such written notice shall include an estimate of additional costs, number of days of delay, or other description of the nature of the claim. In the event of a claim relating to an emergency endangering life or property, written notice shall be given by Contractor to County within five (5) days of the occurrence or after commencement of the work, if additional work is required. Expect in the case of an emergency as set forth above, all additions or changes to the Work shall be made by written change order signed by Contractor and County. All claims by Contractor for money or other relief relating to construction of the Transfer Station shall be submitted in writing to the County Administrator prior to final payment thereof.

18. Delivery - All goods are purchased FOB point of delivery in Madison County, Virginia. All costs for handling and transportation charges to the designated point of delivery shall be borne by Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

19. Cleaning Up - Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from the site to the extent they are the result of Contractor's operations so that the site of the Work shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, Contractor shall remove all surplus material, falsework, temporary, structures including foundations, and debris of every nature resulting from Contractor's operations or resulting from any activity on the site related to Contractor's operations and put the site in a neat, orderly condition. If Contractor fails to

do so, County shall have the right to remove the surplus material, falsework, temporary structures including foundations, and debris and to put the site in a neat, orderly condition, and charge the cost to Contractor.

20. Ethics in Public Contracting - This Agreement incorporate by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. Liability - Neither Contractor nor County will be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, "Act of God," or other causes beyond the control of Contractor or County. In the event of a strike, Contractor shall use its best efforts to perform the services set forth herein.

## VIII
## GENRAL PROVISIONS

1. Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; except that County may assign this Agreement to a duly created Authority.

2. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. Venue for any litigation with respect to this Agreement shall be in Madison County, Virginia. The parties agree that no dispute under this Agreement shall be subject to arbitration or mediation without the consent of

all parties. The parties agree to waive the right to a trial by jury.

3. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be modified, altered, changed or amended in any respect unless in writing and signed by each party hereto.

4. This is an Agreement for the performance of specific services described herein, and the transportation services by Contractor in accordance with this Agreement shall not be deemed a public function.

5. If any declared term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby; and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable, there be added as part of the Agreement a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible and be legal, valid and enforceable.

6. The covenants terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.

7. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, address as follows:

To the County:

County Administrator of Madison County, Virginia
414 North Main Street
Madison, Virginia 22727

To the Contractor:

USA Waste of Virginia, Inc.
Attn: District Manager
P.O. Box 168
Amelia, Virginia 23002

To the Guarantor:
USA Waste Services, Inc.
Attn: General Counsel
1001 Fannin Street
Houston, Texas 77002

Any changes in address shall be given to the other parties in same manner as specified above.

8. To the extent definition of specific terms is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the customary definitions in effect as of the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

9. Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by its appropriate officer or agent pursuant to legal authorization.

EXECUTED IN TRIPLICATE.

MADISON COUNTY, VIRGINIA

By: _____
David C. Jones, Chairman

ATTEST:

County Administrator

APPROVED AS TO FORM:

County Attorney

USA WASTE OF VIRGINIA, INC

By: _____

Title: DISTRICT MANAGER

USA WASTE SERVICES, INC.

By: _____

Title: Bryan J. Blankfield
Assistant Secretary

mc\agreement\SolidWasteTransfer-Agr

SCHEDULE OF CONSTRUCTION COST AND SERVICES FEES FOR MADISON COUNTY SOLID WASTE TRANSFER STATION

July 15, 1998

1. **Transfer Station Construction Cost:** Fixed sum of Six Hundred Sixty-five Thousand Dollars ($665,000.00) payable in monthly installments based on the percentage of completion of all construction work during the preceding calendar month as documented by Contractor and approved by County Representative, subject to a retainage of five percent (5%). The retainage shall be paid to Contractor upon completion of the construction work by Contractor and acceptance thereof by County.

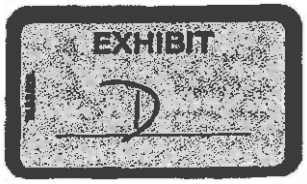
2. **Disposal:** $23.60 per ton, inclusive of all fees currently imposed; charge to be adjusted annually, commencing on November 1, 1999, based on 75% of the Consumer Price Index South region, Size D - Nonmetropolitan (less than 50,000), "CPI", for the previous year.

3. **Transportation:** $11.90 per ton; 21 ton minimum charge per load; charge to be adjusted annually, commencing on November 1, 1999, based on 100% of the CPI for the previous year.

4. **Recycling:** Contractor will provide at a break even cost, services to accept, and ultimately dispose of recyclables, white goods and tires. Vendors will be approved by County prior to the start of service. Contractor will provide to County tonnage reports for these materials. In the event County chooses to operate the transfer station, Contractor will provide two recycling roll-offs, free of charge, for the full term of agreement.

5. **Transfer Station Operation:** Contractor will operate the Madison County Transfer Station for $120,500.00 per year, to be paid monthly in twelve (12) equal installments of $10,041.67; charge to be adjusted annually, commencing on November 1, 1999, based on 100% of the CPI for the previous year.

mc\SchConstruction



**FIRST AMENDMENT TO MADISON COUNTY, VIRGINIA**
**SOLID WASTE TRANSFER STATION CONSTRUCTION AND DISPOSAL AGREEMENT**

**THIS FIRST AMENDMENT** ("Amendment") is entered into this 15th day of May, 2006, by and between, Madison County, Virginia, a body corporate and politic of the Commonwealth of Virginia (hereafter "County") and Waste Management of Virginia, Inc., (f/k/a USA Waste of Virginia, Inc.) (hereafter "Contractor") (jointly the "Parties").

**WITNESSETH**

**WHEREAS,** the Parties entered into a Solid Waste Transfer Station Construction and Disposal Agreement dated July 15, 1998 ("Agreement"); and

**WHEREAS,** the Parties wish to amend the Agreement as outlined below.

**NOW, THEREFORE,** for and in consideration of the sum of $1 paid in hand and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All references to USA Waste of Virginia, Inc., within the Agreement are hereby changed to Waste Management of Virginia, Inc.

2. Pursuant to Section VII, Special Provisions, Paragraph 4 of the Agreement, the Parties agree that the initial term of the Agreement expires March 1, 2014. However, the two renewals of five (5) years each provided in the Agreement may still be exercised after the initial term. Each renewal shall be made by written document signed by the Parties.

3. The "Schedule of Construction Cost and Service Fees for Madison County Solid Waste Transfer Station," which is attached to and forms part of the Agreement, is hereby amended by deleting paragraph 3 in its entirety and replacing it with the following:

> **3. Transportation:** $11.90 per ton; 21 ton minimum charge per load; charge to be adjusted annually, commencing on November 1, 1999, based on 100% of the CPI for the South Region, Size Class D, for the previous year. In addition, commencing on the effective date of this Amendment, the price per ton for transportation shall increase or decrease by (1%) for every 8-cent increase or decrease in the price of diesel fuel above or below the threshold price of One Dollar

and Thirteen Cents ($1.130) per gallon. Calculations shall be made the first day of each calendar month based upon the price for diesel fuel (on highway) reported by the United States Department of Energy for PADD Subdistrict 1C (Lower Atlantic) for the previous Monday (or Tuesday if Monday is a Federal holiday), as reported by the DOE Index Service, phone no. (202) 586-8800, or at http://eia.doe.gov/. The following table demonstrates examples of the percentage change based upon the reported price of diesel fuel:

| Average Price/Gallon | | Percent of Surcharge | | Average Price/Gallon | | Percent of Surcharge |
|---|---|---|---|---|---|---|
| $0.410 to | $0.489 | -8.00% | | $1.130 to | $1.209 | 0.00% |
| $0.490 to | $0.569 | -7.00% | | $1.210 to | $1.289 | 1.00% |
| $0.570 to | $0.649 | -6.00% | | $1.290 to | $1.369 | 2.00% |
| $0.650 to | $0.729 | -5.00% | | $1.370 to | $1.449 | 3.00% |
| $0.730 to | $0.809 | -4.00% | | $1.450 to | $1.529 | 4.00% |
| $0.810 to | $0.889 | -3.00% | | $1.530 to | $1.609 | 5.00% |
| $0.890 to | $0.969 | -2.00% | | $1.610 to | $1.689 | 6.00% |
| $0.970 to | $1.049 | -1.00% | | $1.690 to | $1.769 | 7.00% |
| $1.050 to | $1.129 | 0.00% | | $1.770 to | $1.849 | 8.00% |

4. All other terms of the Agreement are hereby ratified, confirmed and remain unchanged, except as stated herein.

**[SIGNATURE PAGE ONLY TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound, have executed this Amendment to the Agreement as of the date first written above.

**WITNESS:**

By: Jacqueline S. Frye

Jacqueline S. Frye
Printed Name

**MADISON COUNTY**
Ratified and Confirmed 10/1/2010

By: Lisa Robertson

Lisa Robertson
Printed Name

County Administrator
Title

**WITNESS:**

By: Cassandra Wiggins

Cassandra Wiggins
Printed Name

**WASTE MANAGEMENT OF VIRGINIA. INC.**

By: Brian McClung

Brian McClung
Printed Name

District Manager
Title

# Second Amendment to Madison County, Virginia Solid Waste Transfer Station Construction and Disposal Agreement

**THIS SECOND AMENDMENT** ("Amendment") is entered into this 31 day of JANUARY 2013 by and between Madison County, Virginia, a body corporate and political of the Commonwealth of Virginia (hereafter "County") and Waste Management of Virginia, Inc., (hereafter "Contractor") (Jointly the "Parties"). **WITNESSETH**

**WHEREAS**, the Parties entered into a Solid Waste Transfer Station Construction and Disposal Agreement dated July 15, 1998 ("Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement as outlined below.

**NOW, THEREFORE**, for and in consideration of the sum of $1 paid in hand and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Term:** November 1, 2012 through June 30, 2019

**Extension Option:** July 1, 2019 through June 30, 2024

1. **General Operation & Management of the Facility:**
   a) Operation and Management fee: $14,400.00 per month
   b) The rate will be adjusted annually, commencing on July 1, 2014, based on 75% of the Consumer Price Index - All Urban Consumers, Series Id: CUUR0300SA0, Not Seasonally Adjusted, Area: South urban, Item: All items, Base Period: 1982-84=100 for the prior period May to May of the prior year.
   c) The Contractor will in accordance with the original agreement manage the complete transfer & recycling center. This includes but is not limited to the scale and scale house, regular facility maintenance, leachate disposal and loading all trailers to maximum legal limit. The County will not have any personal regularly on site.
   d) The hours of public operation shall be Monday, Tuesday, Thursday, and Friday from 8:30 am to 5:00 pm and Saturday from 8:30 am to 4:00 pm. The station will close on the following holidays: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving & Christmas.
   e) The County will annually set fees for disposal and the Contractor will collect fees in accordance with this schedule. All monies will be collected with adequate financial controls and the County will be provided monthly reports.

f) All payments received will be payable to the Madison County Treasurer and shall be deposited weekly. The County will approve accounts to be invoiced on a monthly basis, and the Contractor shall prepare and mail to invoices to said customers. The County will be responsible for collection and will on a monthly basis advise the Contractor of all payments received in order to update monthly invoices and or statements.

g) The Contractor will be responsible for all DEQ compliance and inspections required under the station license and will insure a licensed Waste Management Facility Operator, Class I is on site.

h) The Contractor shall provide monthly reports including but not limited to materials received, recycling marketed, monies received, tonnages and loads of trash sent for land filling, safety reviews and training. Certified scale receipts and a camera will verify the transactions.

i) The County will continue to pay electric, all closed landfill costs, and chipping of wood waste as needed.

j) Should the County elect to take over "Operations & Management of the Facility" the County shall provide the Contractor at least 60 day notice and will assume all the Contractors responsibility of operating the facility. Once the County has taken over the fee paid for this service will stop however items 2, 3 & 4 of this amendment will be unaffected.

k) Should the County elect to take back only the "Scale Operations" the Parties will negotiate a mutually acceptable adjusted rate. The County shall provide the Contractor at least 60 day notice and will assume all the Contractors responsibility of operating the Scale. Once the County has taken over the agreed upon fee paid for this service will adjust accordingly however items 2, 3 & 4 of this amendment will be unaffected.

2. **Waste Disposal (landfill)**
   a) Landfill fee for municipal solid waste: $23.50 per ton
   b) The rate will be adjusted annually, commencing on July 1, 2014, based on 50% of the Consumer Price Index - All Urban Consumers, Series Id: CUUR0300SA0, Not Seasonally Adjusted, Area: South urban, Item: All items, Base Period: 1982-84=100 for the prior period May to May of the prior year

3. **Trucking (Transportation & Equipment)**
   a) Trucking of municipal solid waste: $23.00 per ton
   b) The base rate (23.00 per ton) will be adjusted annually, commencing on July 1, 2014, based on 50% of the Consumer Price Index - All Urban Consumers, Series Id: CUUR0300SA0, Not Seasonally Adjusted, Area: South urban, Item: All items, Base Period: 1982-84=100 for the prior period May to May of the prior year

c) Commencing on the effective date of this Amendment, the price per ton for transportation shall increase or decrease "Fuel Adjustment" as indicated in **Exhibit E** of this agreement.
d) This price includes all equipment required (trailers, tarps, etc)

4. **Recycling**
   a) Recycling floor fee is: No charge / No credit for recyclables
   b) This break even agreement is based on the market value of recyclables as of November 1, 2012 and the County will, at no time pay any costs for recycling.
   c) Should the market value increase by more than 10% than that increased value shall be paid to the County on a quarterly basis.
      i) The parties will establish a mutually acceptable baseline and market value for this adjustment based on the commodity recycled.
   d) The Contractor will in accordance with our original agreement continue to provide all recycling services. Including but not limited to single stream recycling, bulk / white metal recycling, tire recycling and the accepting, managing and stockpiling of green waste. The County will on an as needed basis arrange for the green waste to be chipped at the Counties expense. The chipped waste will then be offered for reuse facilitated by the Contractor.

5. **Employees**
   a) The Contractor shall make every effort to hire County residents and at a minimum maintain at least one full time County resident employee during the term of this agreement. The Contractor shall initially offer the first new employment offer to the most qualified current county employees working at the transfer station or for the County. This employment offer would be subject the Contractors typical employment screening. The rate of pay for this position will be up to the Contractor to establish.

6. **Transition**
   a) Effective January 1, 2013 the Contractor shall assume financial responsibility under the scope of this agreement in item 1 of this amendment. In order to transition the County will continue to staff the scale house until April 30, 2013. This will permit the Contractor time to hire their own personnel. The cost of one employee will be deducted from the Contractors monthly invoice in the amount of $5,200 per month. This may be extended month to month at the mutual consent of both parties.

**All other terms of the Agreement are hereby ratified, confirmed and remain unchanged, except as stated herein.**

## (Signature Page Only to Follow)

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound, have executed this Amendment to the Agreement as of the date first written above.

Approved as to form:

V.R. Hawkins III
County Attorney

**Madison County**

By: _____

Print Name: Ernest C Hoch

Title: County Administrator

Date: 1/31/13

**Waste Management of Virginia, Inc.**

By: _____

Print Name: Jim Marcinko

Title: Director of Public Affairs

Date: 1/25/13

# Fuel Surcharge Price Adjustment Parameters

1 Fuel price shall be calculate on the first day of each month, for adjustment for that month
2 Price point used: The last value quoted on the last Monday or Tuesday of the prior month
3 Grade used: "Weekly Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)"
4 $ 23.00 Trucking base price per ton
5 10.7 1% increase or decrease for each 10.7 cent increase or decrease in fuel price

Main Government Site http://www.eia.gov/petroleum/gasdiesel/
Historical subset site http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R1Z_DPG&f=W

| Base | Month of | Date | Current | Variance | Divided by 10.7 cents = 1% | Adjustment | Adjusted Price Per Ton | Additional Per 21 Ton Load | One way Mileage | Round Trip | MPG | Gallons | Cost at base | Cost At Current | Variance Per Load | Variance to Fuel Costs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $ 4.10 | Nov | Start of Contract | $ 4.100 | $ - | 0.00% | $ - | $ 23.00 | $ - | 90 | 180 | 4 | 45 | $ 185 | $ 185 | $ - | $ - |
| $ 4.10 | Dec | Example | $ 4.200 | $ 0.10 | 0.93% | $ 0.21 | $ 23.21 | $ 4.51 | 90 | 180 | 4 | 45 | $ 185 | $ 189 | $ 4.50 | $ (0.01) |
| $ 4.10 | Jan | Example | $ 4.300 | $ 0.20 | 1.87% | $ 0.43 | $ 23.43 | $ 9.03 | 90 | 180 | 4 | 45 | $ 185 | $ 194 | $ 9.00 | $ (0.03) |
| $ 4.10 | Feb | Example | $ 4.400 | $ 0.30 | 2.80% | $ 0.64 | $ 23.64 | $ 13.54 | 90 | 180 | 4 | 45 | $ 185 | $ 198 | $ 13.50 | $ (0.04) |
| $ 4.10 | Mar | Example | $ 4.500 | $ 0.40 | 3.74% | $ 0.86 | $ 23.86 | $ 18.06 | 90 | 180 | 4 | 45 | $ 185 | $ 203 | $ 18.00 | $ (0.06) |
| $ 4.10 | Apr | Example | $ 4.600 | $ 0.50 | 4.67% | $ 1.07 | $ 24.07 | $ 22.57 | 90 | 180 | 4 | 45 | $ 185 | $ 207 | $ 22.50 | $ (0.07) |
| $ 4.10 | May | Example | $ 4.700 | $ 0.60 | 5.61% | $ 1.29 | $ 24.29 | $ 27.08 | 90 | 180 | 4 | 45 | $ 185 | $ 212 | $ 27.00 | $ (0.08) |
| $ 4.10 | Jun | Example | $ 4.800 | $ 0.70 | 6.54% | $ 1.50 | $ 24.50 | $ 31.60 | 90 | 180 | 4 | 45 | $ 185 | $ 216 | $ 31.50 | $ (0.10) |
| $ 4.10 | Jul | Example | $ 4.900 | $ 0.80 | 7.48% | $ 1.72 | $ 24.72 | $ 36.11 | 90 | 180 | 4 | 45 | $ 185 | $ 221 | $ 36.00 | $ (0.11) |
| $ 4.10 | Aug | Example | $ 5.000 | $ 0.90 | 8.41% | $ 1.93 | $ 24.93 | $ 40.63 | 90 | 180 | 4 | 45 | $ 185 | $ 225 | $ 40.50 | $ (0.13) |
| $ 4.10 | Sep | Example | $ 5.100 | $ 1.00 | 9.35% | $ 2.15 | $ 25.15 | $ 45.14 | 90 | 180 | 4 | 45 | $ 185 | $ 230 | $ 45.00 | $ (0.14) |
| $ 4.10 | Oct | Example | $ 5.200 | $ 1.10 | 10.28% | $ 2.36 | $ 25.36 | $ 49.65 | 90 | 180 | 4 | 45 | $ 185 | $ 234 | $ 49.50 | $ (0.15) |

RECEIVED NOV 18 2016

Bond No. 1002549

# RIDER

To be attached to and form a part of Performance Bond, No. 1002549

dated the 1st day of December, 2003 issued by

LEXON Insurance Company, 10002 Shelbyville Road, Louisville, KY 40223 as Surety, on behalf of

Waste Management of Virginia, Inc., 20221 Maplewood Road, Jetersville, VA 23083, as Principal,

in the penal sum of Six Hundred Sixty-Five Thousand and 00/100

Dollars ($ 665,000.00 ), and in favor of County of Madison 414 North Main, Madison, VA 22727

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will decrease the bond penalty as follows:

Current Bond Amount: $545,000.00
New Bond Amount: $450,000.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of December, 2016

Signed, sealed and dated this 1st day of November, 2016

WITNESS:
Rebecca Reid

PRINCIPAL

Waste Management of Virginia, Inc.
By Sandra L Fusinetti
Sandra L. Fusinetti, Attorney-in-Fact

WITNESS:
Rebecca Reid

LEXON Insurance Company
By Theresa Pickerell
Theresa Pickerrell, Attorney-in-Fact

# POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Jessica Nowlin of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of November 1, 2016.

Witness:

Dawn Long

On behalf of Waste Management, Inc. and each of the other WM Entities

Devina A. Rankin
Vice President and Treasurer

POWER OF ATTORNEY

LX- 291187

# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Rowe, Beth Frymire, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows.

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

## ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

## CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 1st Day of November, 2016.

BY _____
Andrew Smith
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto,** commits a fraudulent Insurance act, which is a crime and subjects such person to criminal and civil penalties."

# CONTINUATION CERTIFICATE

The Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 1002549

dated effective Monday, December 01, 2003

on behalf of Waste Management of Virginia, Inc., 20221 Maplewood Road, Jetersville, VA 23083

and in favor of County of Madison, 414 North Main, Madison, VA 22727

does hearby continue said bond in force for the further period

beginning on Thursday, December 01, 2016

and ending on Friday, December 01, 2017

Amount of bond: FOUR HUNDRED FIFTY THOUSAND AND 00/100 Dollars ($450,000.00)

Description of bond: Transfer Station Construction and Disposal

Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Tuesday, November 01, 2016

Lexon Insurance Company

Surety

By: Theresa Pickerrell

Theresa Pickerrell, Attorney-in-Fact

## POWER OF ATTORNEY

LX- 291188

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David E. Campbell
President

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AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

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Andrew Smith
Assistant Secretary

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# CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY) 6/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : Indemnity Insurance Co of North America | 43575 |
| INSURER C : ACE Property & Casualty Insurance Co | 20699 |
| INSURER D : ACE Fire Underwriters Insurance Company | 20702 |
| INSURER E : | |
| INSURER F : | |

INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF VIRGINIA, INC.
6994 COLUMBIA GATEWAY DRIVE, SUITE 200
COLUMBIA MD 21046

COVERAGES MDCOLUMB CERTIFICATE NUMBER: 14091927 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | HDO G27403311 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE | $ 5,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 5,000,000 |
| | X XCU INCLUDED | | | | | | MED EXP (Any one person) | $ XXXXXXX |
| | X ISO FORM CG00010413 | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 6,000,000 |
| | POLICY [X] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 6,000,000 |
| | OTHER | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | Y | MMT H08866326 | 1/1/2016 | 1/1/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | X ALL OWNED AUTOS; SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | X HIRED AUTOS; X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | X MCS-90 | | | | | | | $ XXXXXXX |
| C | X UMBRELLA LIAB X OCCUR | Y | Y | XOO G27929242 001 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE | $ 15,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 15,000,000 |
| | DED RETENTION $ | | | | | | | $ XXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | WLR C48596769 (AOS) | 1/1/2016 | 1/1/2017 | X PER STATUTE OTH-ER | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N / A | | WLR C48596800 (AZ,CA,&MA) | 1/1/2016 | 1/1/2017 | E.L. EACH ACCIDENT | $ 3,000,000 |
| D | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | SCF C48596848 (WI) | 1/1/2016 | 1/1/2017 | E.L. DISEASE - EA EMPLOYEE | $ 3,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 3,000,000 |
| A | EXCESS AUTO LIABILITY | Y | N | XSA H08866314 | 1/1/2016 | 1/1/2017 | COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT) | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14091927

MADISON COUNTY VA
414 NORTH MAIN STREET
MADISON VA 22727

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WASTE MANAGEMENT**
6994 Columbia Gateway Drive
Suite 200
Columbia, MD 21046
(410) 796-7010
(410) 309-7090 Fax

January 13, 2017

Dear Valued Customer:

Please note that effective immediately Chris Chiodo is no longer employed with Waste Management. For any questions or needs that you may have regarding your location or operations you can contact one the following members of the Waste Management Operations Team:

- Chris Isakov, Sr District Manager Disposal
  cisakov@wm.com
  410-808-5413
- Alfredo Mendoza, Transfer Station Manager
  Smendoz2@wm.com
  202-207-4456
- Tom Lewis, Area Disposal Director Operations
  Tlewis3@wm.com
  716-983-9511

Thank you for your continued business. We look forward to working with you throughout the year.

Best Regards:

Waste Management Operations

*From everyday collection to environmental protection, Think Green.® Think Waste Management.*

Printed on 30% post-consumer recycled paper.