MADISON COUNTY, VIRGINIA
SOLID WASTE TRANSFER STATION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made this 9th day of July, 2019, by and between Madison County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County", and AMRF, Inc. a Virginia corporation, hereinafter referred to as "Contractor".

WHEREAS, Contractor responded to a request for proposal issued by County pursuant to the Virginia Public Procurement Act to operate a solid waste Transfer Station and to transport solid waste therefrom to a permitted sanitary landfill as defined in Virginia's Solid Waste Management regulations (9 VAC Chapter 81 *et seq.*);

WHEREAS, Contractor and County desire to enter into an Agreement whereby Contractor shall provide such services to County for disposal of Solid Waste from Madison County, Virginia, (defined herein); and

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

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 and Contractor, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

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

Acceptable Waste – Solid waste from the Madison County, Virginia service area that is not regulated hazardous waste and that shall 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. Liquids, hazardous materials, and hazardous wastes are not acceptable waste.

Acceptance Date - The actual date of acceptance is August 1, 2019.

Agreement Date - The date of execution hereof.

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

- Schedule of Service Fees for Madison County Solid Waste Transfer Station dated August 1, 2019.

Agricultural Waste – All solid waste produced from farming operations.

CERCLA – Comprehensive Environmental Response Compensation and Liability Act.

County - Madison County, Virginia.

County Administrator - County Administrator for Madison County, Virginia.

Contractor - AMRF, Inc., a Virginia 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 manufacturing or construction. This category includes, but is not limited to, solid waste resulting from operation of stores, markets, office buildings, restaurants, and shopping centers 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, 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-clearing 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 as defined in 9 VAC 20-81-10.

Generator - Any authorized user of the Transfer Station.

Hazardous Waste - As described by the Virginia Hazardous Waste Regulations and the Madison County Code of Ordinances 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.

Municipal Solid Waste - The solid waste from Madison County, Virginia, normally composed of residential, commercial, and institutional solid waste and residues derived from combustion of these wastes.

Permit – The Madison County Transfer Station Permit, Permit by Rule Permit No. 154 as issued and amended.

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

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

Service Area - Madison County, Virginia, including the Town of Madison, villages, residences, businesses and industries therein, and other limited areas as approved by 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 – Solid waste from Madison County, Virginia, as authorized by Madison County's Permit and as defined in 9 VAC 20-81-95 and the Madison County Code.

Solid Waste Management Facility – Any approved, permitted site used for planned treating, storing or disposal of solid waste, as further defined in 9 VAC 20-81-10.

Solid Waste Ordinance - Madison County Solid Waste Ordinance.

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.

Transfer Station - A facility located at the Madison County Landfill where Solid Waste from Madison County, Virginia, is delivered and transferred from collection vehicles to haulage vehicles for transfer to a central Solid Waste Management Facility for disposal, incineration, or reverse recovery.

Work - Any activity, including procurement of materials, testing or other activity required by this Agreement to equip, operate and maintain a complete and operable Transfer Station (defined herein) and to transport Solid Waste (defined herein) therefrom to a Solid Waste Management Facility (defined herein).

ARTICLE II
RESPONSIBILITY OF CONTRACTOR

1. Contractor's Obligations - Contractor shall, at its sole cost and expense (except as otherwise provided in this Agreement), operate and maintain a Transfer Station and Recycling Center at the former Madison County Landfill site in good workmanlike manner pursuant to best practices standards in engineering and Transfer Station operations practices and in accordance with this Agreement and its exhibits, the Permit, and applicable law. All work, materials and

services not expressly called for in this Agreement or its exhibits, the Permit, but which are necessary for proper operation of the Transfer Station, shall be agreed upon by County and the Contractor on cost.

2. Labor, Materials, Equipment, and Subcontractors - Contractor shall furnish, directly or through contractors, subcontractors, agents, and employees selected by Contractor, all work, labor, supervision and equipment required for equipping, 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 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 equipping, 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, electrical systems or emergency equipment) purchased under this Agreement shall pass to County upon payment 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.

ARTICLE III
SCOPE OF SERVICE

1. Transfer Station Operations - Contractor shall operate County's Shelby Road Municipal Solid Waste Transfer Station as described in this section. The configuration of the transfer operation involves placing Municipal Solid Waste and recyclables into necessary equipment, relocating trailers as-needed, and providing all labor, equipment (including scale operations) and supplies necessary to manage the transfer operation in accordance with the following standards:

   A. Hours of Operation -

      i. The Transfer Station shall operate during the hours of 8:30 am to 5:00 pm on Mondays, Tuesdays, Thursdays, and Fridays. On Saturdays, hours of operation shall be 8:30 am to 4:00 pm. The Station shall be closed on Wednesdays and Sundays.

      ii. The Transfer Station is presently closed during the following holidays but this schedule is subject to change at County's sole discretion:
         - New Year's Day
         - Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

iii. The facility may be closed due to severe weather or other bona fide reasons at the sole discretion of County.

iv. Contractor may open the Transfer Station for use at hours above and beyond those articulated above, but if the Facility is open it shall be fully staffed. Preference shall not be given to any individual or business utilizing the facility.

v. County anticipates that Wednesdays and Sundays use of the Transfer Station shall be limited to County waste streams only, and Contractor-provided transportation services infrequent. However, adequate trailer storage capacity must be maintained on Sundays, and Contractor services may be required to provide waste storage capacity by providing additional trailers if needed. In the event Contractor services are requires, County will reimburse Contractor for its additional operating costs for such services.

vi. 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.

B. Solid Waste -

i. County retains sole authority to allow or deny access, as well as all waste deliveries, to its Transfer Station.

ii. Only waste generated within Madison County and its Service Area shall be accepted at the Transfer Station, unless the transfer of non-County waste has been authorized in writing by Madison County.

iii. County accepts Municipal Solid Waste, Demolition Waste, Agricultural Waste and similar wastes, as defined by the Virginia Solid Waste Management Regulations, authorized under its Permit, and approved by responsible County staff. Except in unusual circumstances, County does not accept animal remains and carcasses except from the Madison County Animal Shelter, hazardous material or liquids of any kind. If such a circumstance should occur, the parties shall agree on any additional compensation for disposal.

iv. Contractor shall work with County to develop handling instructions, prohibited items, and a fee schedule for using the Transfer Station.

C. Gatehouse/Scalehouse Operation -

i. Contractor shall provide staffing and man the gatehouse/scalehouse 100% of the time the Transfer Station is "open for business".

ii. Contractor shall be responsible for conducting random load inspections on a weekly basis. Contractor shall have the duty to reject any unacceptable waste it discovers based on its random load inspections or otherwise. In the event unacceptable waste is received, Contractor shall notify County and coordinate appropriate disposal as directed by the County. County shall bear disposal costs associated with unacceptable waste, unless such waste is received as a result of Contractor's negligence.

iii. Contractor shall provide to County scale certification documentation on a semi-annual basis, and Virginia Weights and Measures certification as provided by that entity.

iv. Hauling/disposal and recycling contractor vehicles and transfer trailers shall be weighed by Contractor inbound and outbound on certified scales to verify appropriate highway weights and as a weight comparison at the Solid Waste Management Facility.

v. The Contractor shall have use of the existing scale; video cameras and recording security system; the existing shed; and historical digital information such as tare weights and hang-tag holders. **The Contractor shall be responsible for providing weighing/billing software system.** The County shall be responsible for maintaining the building exterior and the County-owned equipment. Contractor, however, shall be responsible for any damage it causes to the buildings or scales.

vi. 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 County agrees to undertake remediation of a pre-existing condition if required under applicable law.

vii. Contractor shall cooperate with and assist County in obtaining any permits, renewals, and approvals necessary to operate the Transfer Station and to dispose of Solid Waste.

viii. County shall enact ordinances, rules and regulations for usage of the Transfer Station for disposal of Solid Waste from property located in Madison County, Virginia.

ix. 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.

x. In the event of an equipment failure, Contractor shall have replacement equipment in place and operational within four (4) hours of any such failure.

D. Recordkeeping-

i. Contractor shall keep daily records of incoming and outgoing vehicle weights, outgoing tonnage, time and number of transfer vehicles processed, and any unusual incidents or accidents.

ii. Contractor shall provide (incoming) disposal transaction tickets to County each week as a basis to justify the calculation of invoices County sends to account holders.

iii. Contractor shall provide (incoming empty and outgoing loaded) tickets to County to support the recycling and/or hauling/disposal Contractor's billing to County for the respective services provided.

iv. Transaction tickets shall be provided to County at least weekly.

E. Tipping Floor Management-

i. Contractor shall be responsible for any damage to the recycling and/or hauling/disposal Contractor's trailers that result from Contractor's actions in monitoring the loading of waste or recyclables or relocating trailers. This excludes damage resulting from normal wear and tear of the equipment.

ii. The tipping floor and driveways shall be maintained as free and clear from Municipal Solid Waste and other items so as to prevent limitations or time delays by facility users.

iii. Reliable equipment and machinery shall be provided by Contractor. In the event of equipment failure, Contractor shall provide a replacement within four (4) hours so as to prevent disruption or interruption of service. For example, if the front end loader/backhoe breaks down, Contractor shall immediately arrange for a substitute unit to be delivered to the site within four (4) hours.

F. Site Management-

i. Contractor shall be responsible for jockeying hauling and recycling Contractor(s)' trailers.

ii. Contractor shall provide regular lawn maintenance and litter removal as needed for all areas inside the gated/fenced area except for the old landfill. Contract shall be responsible for plowing snow so as to make the site accessible to transfer station users on inclement weather days.

iv. Contractor shall fund and effect routine maintenance of the property, including grounds. County shall fund extensive maintenance following acceptance of Contractor's recommendations.

v. Contractor shall monitor the wood waste area and keep the brush pile "pushed up" so as to maintain good access to the dumping area. County shall provide for wood waste grinding and removal via a separate procurement process. Such wood waste grinding and removal are not the responsibility of the Contractor

vi. County shall provide and maintain all waste regulation and traffic signage at the Transfer Station site.

vii. Contractor shall notify County of any unusual incidents, which include but are not limited to, fires, injuries, chemical spills, and vehicular accidents.

G. Contractor Personnel -

i. When requested by the County, Contractor shall provide an individual on-site within one (1) hour of the request by the County who possesses a Class 1 Operator License during all times the Transfer Station is in operation.

ii. Contractor shall only use personnel trained in the operation of the equipment it utilizes. All equipment and vehicles shall be operational and properly licensed and personnel adequately trained in the operation of such.

H. Reduction in Fees-Failure to meet Transfer Station operation specifications may result in reduced fees paid to Contractor. For example, if a properly licensed operator is not provided within one (1) hour of a request by the County, County may deduct 2% of the Transfer Station operation fee by Contractor to County; or, if appropriate reports are not provided on time, County's cost of generating such may be assessed to Contractor via deduction of fees.

2. Recycling-

A. Contractor shall provide solid waste recycling services including on-site collection containers and hauling to a processor, negotiating contracts for the sale of recycled materials and shall receive all monies for this service.

B. Contractor shall collect and manage Recyclable Material (as defined in this Agreement).

C. Contractor shall manage Recyclable Material by transporting it to an appropriate recycling facility at the price identified in the Schedule of Service Fees attached hereto. Contractor will assist County in educating the public on the recycling program. Contractor shall have the right to retain all proceeds it receives from recycling of Recyclable Material.

3. Waste Transportation and Disposal-

A. Contractor shall provide enough transport trailers to accommodate uninterrupted waste deposit by users. Spare trailers shall be provided to ensure adequate waste collection capacity without additional cost to County.

B. Except for closed days, Contractor shall remove waste from the Transfer Station on an as needed basis. Contractor shall manage empty and full transfer trailers as necessary to efficiently maintain trailer storage capacity at the Transfer Station.

C. Contractor shall provide all labor, personnel, materials, equipment, tools, transportation and supervision necessary for waste transportation services from the Transfer Station to a permitted Solid Waste Management Facility and disposal of the same. Transport vehicles and waste handling equipment shall be compatible with County's Transfer Station design and operational capability as well as those at the Solid Waste Management Facility.

D. Contractor's vehicles and transfer trailers shall be individually and clearly identified by Contractor with decals or paint at no cost to County. Such markings must be readily visible from both sides and the rear.

E. All transport vehicles shall be in good repair. Spillage of liquids from vehicles, whether at the Transfer Station site or on public roads, shall be considered unacceptable performance. Contractor shall keep all waste transport vehicles in proper working order, to include acceptable ratings on all required safety inspections.

F. Contractor shall have available primary and secondary Solid Waste Management Facilities that at a minimum are fully permitted and meet Virginia Solid Waste Management regulations. However, County maintains sole discretion as to disposal location to be primarily determined by the lowest combined hauling and disposal cost. Contractor shall be entitled to increased hauling costs in the case of hauling to sites other than the primary Solid Waste Management Facility.

G. Contractor bears full responsibility for its work and every part thereof, all materials, tools, equipment, appliances and personal property associated with this Agreement and its performance. Contractor assumes all risk of and liability for direct and indirect damage or injury to the property or person used or employed on, or in connection with, the work contracted for and of all damage or injury to any persons or properties wherever located, resulting from any action, omission, commission or operation under this Agreement.

H. Hauling and disposal rates shall be on a per ton basis as provided in the Schedule of Service Fees attached hereto.

ARTICLE IV
CHARGES AND PAYMENT FOR SERVICES

1. Service Fees - The Service Fees to be charged by Contractor to County for equipping, start-up, operation and maintenance of the Transfer Station, recycling services, transportation of Solid Waste to the Solid Waste Management Facility and disposal pursuant to this Agreement is set forth on the Schedule of Service Fees 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 Service Fees shall be charged to County on a 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 30 days from receipt of the invoices. County shall pay Contractor interest on the unpaid amount at the rate of six percent (6%) per annum on any balance not paid when due.

3. Measurement of Waste - County agrees that Contractor shall weigh Solid Waste at the Solid Waste Management Facility to which Contractor transports such waste, and both parties shall rely upon such weight measurement to determine the amount of Solid Waste received and disposed of by Contractor. Only Solid Waste from the Transfer Station shall be transported by Contractor to the Solid Waste Management Facility so that only such waste from Madison County, Virginia, is weighed 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 Solid Waste at the Transfer Station shall be provided to County as an attachment to each invoice submitted by Contractor to County for payment.

ARTICLE V
SPECIAL PROVISIONS

1. Title to Waste - Title to the Solid Waste shall be retained by the waste Generator. Contractor has the authority and responsibility for monitoring all waste received at the Transfer Station, however, in no event shall the title to any incoming waste pass to the County or the Contractor.

2. 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 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 Occurrence	Aggregate	Each Person
Workers Compensation Public Liability	$1,000,000	$2,000,000	

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	$1,000,000	$5,000,000	
Contractual Property Damage	$500,000		
Completed Operations & Products Liability	$1,000,000	$2,000,000	$4,000,000
Vehicle Liability	$1,000,000	$2,000,000	$2,000,000
Vehicle Property Damage	$200,000		
Pollution Liability including MCS30 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.

3. Term and Extensions -

A. The initial term of this Agreement shall be five (5) years from August 1, 2019 with three renewals of five (5) years for each renewal. Each renewal shall be automatic unless County or Contractor provides written notice 180 days prior to the end of the contract.

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 non-appropriation 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. In the event of termination due to lack of annual appropriation, County shall pay Contractor a termination charge equal to three (3) months of operating costs under the Agreement, calculated to include hauling costs, average tonnage over the previous year, and transportation costs at rates identified in the Schedule of Service fees.

4. 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 Contractor's negligent or grossly negligent performance or nonperformance of its work or obligations under this Agreement.

B. 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 or from any accidents or spills during the transportation of waste from the Transfer Station that are the fault of the Contractor.

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

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

6. Termination for Cause of Contractor -

A. This Agreement shall remain in force for the term hereof; however, County shall have the right to terminate this Agreement sooner if Contractor has failed to perform satisfactorily its obligations as set forth herein. In the event County decides to terminate this Agreement for failure to perform satisfactorily, County shall give Contractor at least forty-five (45) days advance written notice. Such forty-five (45) day period shall begin upon receipt of notice by Contractor from County. Contractor shall have the right to cure the failure to perform satisfactorily within the forty-five (45) day period specified in the notice. If 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 forty-five (45) day period specified in the notice, this

Agreement shall be terminated, but Contractor shall 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 Contractor's failure to perform or neglect of its obligations under this Agreement,

B. Except as otherwise directed, Contractor shall stop work after the forty-five (45) day cure period following 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.

7. Termination for Cause of County - This Agreement shall remain in force for the term hereof, however, Contractor shall 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 shall give County at least forty-five (45) days advance written notice. Such forty-five (45) day period shall begin upon receipt of notice by County from Contractor. County shall have the right to cure the failure to perform satisfactorily within the forty-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 shall be terminated.

8. Safety -

A. Contractor shall comply with and 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 County Administrator at least one (1) on-site person who is 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.

9. Unsatisfactory Work - If any of the work done or material provided by Contractor is unsatisfactory to County, Contractor shall, on being notified in writing by County, immediately remove at Contractor's expense such unsatisfactory work or material and replace the same with work or material satisfactory to County; and in the event Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material and replace it, County shall have the right to remove the rejected work or material and replace it with proper work or material at the expense of Contractor.

10. 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.

11. Sub-contracting of Work - Contractor shall not subcontract portions of the Work without the written consent of County, except on an emergency basis due to equipment unavailability or malfunction. 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. County shall provide its determination of approval or disapproval of subcontractors within four-eight (48) hours of receipt of written description and subcontractor identification. If no response is received by Contractor from the County within four-eight (48) hours, the subcontractor shall be deemed approved by the County. All work performed by the subcontractor shall be coordinated by Contractor, and Contractor shall be responsible to County for all work performed by any subcontractor.

12. 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.

13. 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.

14. Cleaning Up – Contractor shall keep the Facility clean and orderly, with no litter other than what is disposed of within the Facility. Contractor shall remove, as frequently as necessary, but at least once a week, all refuse, and rubbish from the site to the extent they are related to Contractor's operations so that the premises shall present a neat, orderly, sanitary and user-friendly appearance at all times.

15. 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.

16. Liability - Neither Contractor nor County shall 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 the Contractor or County. In the event of a strike, Contractor shall use its best efforts to perform the services set forth herein.

ARTICLE VI
GENERAL 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.

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 County:

Madison County, Virginia
County Administrator
P.O. Box 750
302 Thrift Road
Madison, Virginia 22727

To Contractor:

AMRF, Inc.
T.J. Updike, President
P.O. Box 250
Culpeper, Virginia 22701

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.

[SIGNATURE PAGE TO FOLLOW]

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: Clay Jackson, Chairman

ATTEST:

By: Jack Hobbs, County Administrator

APPROVED AS TO FORM:

By: Sean Gregg, County Attorney

AMRF, Inc.

J. G Updike, President

By: T. J. Updike

Title: President

Attachment A: Schedule of Service Fees for Madison County Solid Waste Transfer Station
August 1, 2019

Fees that shall be paid by County to Contractor after receipt of invoice as of August 1, 2019:

Transfer Station Operation:

$12,500.00 per month

- On August 1st of each year during the term of this agreement, including any year during a renewal period, the Transfer Station operation fee shall be adjusted by the Consumer Price Index for Urban Wage Earners and Clerical Workers (South, CWUR0300SA0) between the December two calendar years prior and the December of the immediately prior year.

Recycling:

$46.00 per ton for source separated materials

Per Article III, Paragraph 2.C. of the Contract, Contractor shall manage source separated Recyclable Material by transporting it to an appropriate recycling facility at the price identified. Contractor shall retain proceeds from the recycling of recyclable materials, which shall include, but is not limited to cardboard, aluminum, glass, white goods and metal materials. Contractor will increase the rate per ton in accordance with market rates for Recyclable Material that is not source separated.

Hauling:

$23.00 per ton

- The price shall increase or decrease each month by 8.5% for every $0.25/gallon change in fuel price. The basis for such adjustments shall be $2.946/gallon (June 24, 2019) with the adjustment effected monthly and calculated using the price on the last Monday of the month via the U.S. Energy Information Administration's "Weekly Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Prices (Dollars per Gallon)" figure available at https://www.eia.gov/petroleum/gasdiesel/

Disposal:

$23.00 per ton

- Disposal fees shall be subject to a "tipping fee variable" based on actual landfilling cost to the Contractor. Price will increase by the percentage of increase charged to the Contractor. Contractor shall use the landfill or other appropriate disposal site that results in the lowest cost combination of hauling and disposal cost to the County. Upon a change in tipping fee at a landfill, Contractor will notify County of such increased tipping fee and apply such increase thirty (30) days after such notice.