

Agreement for Use and Support of a Solid Waste Disposal System

between

**Chambers Development of Virginia,
Incorporated**

and

The County of Charles City

Charles City County
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**AGREEMENT FOR USE AND SUPPORT OF A
SOLID WASTE DISPOSAL SYSTEM**

THIS AGREEMENT, dated this 15TH DAY OF May, 1988 , by and between Chambers Virginia Inc., (hereinafter referred to as “Chambers”), and the County of Charles City (hereinafter referred to as “County”).

WHEREAS, Chambers has selected a site containing approximately 633 acres of land located in County which Chambers desires to use as the site of a Solid Waste Landfill, and County has or will select two additional sites containing several acres each to be used as transfer sites; and

WHEREAS, Chambers has agreed with County as to the terms and conditions imposed on Chambers for the use of the said property for said purposes; and

WHEREAS, Chambers has agreed with County that Chambers shall convey to County for a consideration of One Dollar (\$1.00), by deed with General Warranty of title, the said real property selected by it as the site for the Solid Waste Landfill, which property, upon the closure of the Landfill, will be reconveyed as set forth herein to Chambers; and

WHEREAS, this Agreement and the execution thereof by both parties is an essential ingredient of a Lease Purchase

Agreement to be issued to Chambers by County, which Lease Purchase Agreement shall remain in effect as long as the terms of this Agreement are observed and carried out by Chambers.

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the acquisition of said tract of land by Chambers and the conveyance of the same to County for a consideration of one dollar (\$1.00) as set forth herein and the other covenants and conditions herein, County does agree with Chambers as follows, to wit:

I. PROVIDING FOR ESTABLISHMENT OF LANDFILL

A. BASIC INTENT AND PURPOSE

This Agreement is entered into pursuant to the authorization and Mandate of the Virginia Waste Management Act and Regulations adopted pursuant thereto.

County, subject to the terms, provisions and conditions hereinafter set out and in accordance with the procedures and provisions hereinafter made and declared, desires to maintain a safe, sanitary and environmentally sound municipal solid waste disposal system, the operation of which shall be by Chambers under a Lease Purchase Agreement with County. The parties specifically agree that the exclusivity of this landfill as the only landfill located within the County of Charles City is a major consideration for this Agreement, and County will use its best efforts, to the degree it may lawfully do so, to maintain this franchise exclusively with Chambers for so long as this landfill is receiving waste in accordance with this Agreement. County will assist Chambers' efforts to acquire the permits and licenses necessary to operate a landfill and will cooperate

with Chambers to comply with all federal and state regulations existing at the time of this Agreement and implemented during this Agreement.

Chambers, subject to the terms, provisions and conditions hereinafter set out in accordance with the procedures and provisions hereinafter made and declared, desires to construct, use and support County's municipal solid waste disposal system and to use such system for the disposal of additional solid waste as set forth herein.

Chambers' solid waste disposal system will be established and operated in three phases, as follows:

(i) Phase I shall consist of the design of the Landfill and application for all necessary permits by Chambers.

(ii) Phase II shall consist of the acquisition by Chambers of the Landfill site and its conveyance to County for one dollar (\$1.00) and the simultaneous execution of a Lease Purchase Agreement between Chambers and County whereby Chambers shall design, construct, operate, maintain, monitor and close the Landfill in accordance with the terms hereof.

(iii) Phase III shall consist of the reconveyance of the Landfill site to Chambers by County for one dollar (\$1.00) and the continued maintenance and monitoring of such site in accordance with the terms hereof.

B. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, word and their derivations shall have the meaning

given herein. When not inconsistent with the context, words used in the present tense include the singular and word in the singular include the plural. The words “shall” or “will” are always mandatory and not directory.

1. Disposal System - All of those facilities, improvements and equipment at the Landfill site and all transfer stations within County designed to collect, manage and dispose of Solid Waste and the land, structures, vehicles and equipment for use in connection therewith.

2. Hazardous Waste - Solid Waste which because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Disposal System or the environment when treated, stored, transported or disposed of or otherwise managed. Such waste will further include nonhazardous domestic and industrial wastewater sludges with less than 20% solids by weight and solid or dissolved materials in irrigation return flows, industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 STAT. 880), source, special nuclear or by product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923), any hazardous waste as defined by Section C of RCRA, asbestos, petroleum, mining or infectious waste, provided that incidental amount of asbestos, petroleum or infectious wastes as a part of Solid Waste shall not be deemed to be hazardous waste (see Addendum No. 2)(X).

3. Landfill - The landfill to be developed and operated by Chambers in the County of Charles City, Virginia, for the

disposal of Solid Waste. This shall include only so much of the aforesaid 633 acre site as is necessary to access, buffer and accommodate the landfill to be permitted hereunder.

4. Solid Waste - All material customarily referred to as garbage, refuse or rubbish, and other discarded material resulting from residential, industrial, commercial and agricultural processes and operations and from community activities, exclusive of Hazardous Wastes as defined above; provided, however, that incidental amount of asbestos, petroleum or infectious wastes as a part of municipal solid waste shall not be deemed to be Hazardous Waste.

5. Operation - The complete activity necessary to dispose of waste at the Landfill after it is allowed to receive waste including, without limitation, construction, handling of waste, maintenance, monitoring and closure of some or all of the Landfill or transfer stations.

6. Tipping Fee - The amount customarily charged by Chambers for the disposal of Solid Waste in the Landfill by third parties.

C. TERM OF AGREEMENT

This Agreement shall become effective upon its execution. The term of the Agreement shall be for a period of forty (40) years or twenty (20) years past the closure of the Landfill, whichever is longer.

D. LANDFILL OPERATIONS

1. Facilities and Improvements

a. Chambers shall furnish all labor, tools and equipment necessary to operate the Landfill and shall be

responsible for all required maintenance thereof. Supervision by an experienced and qualified person shall be provided at all times when the Landfill is open for use or operation.

b. Chambers agrees to pay all charges for all water, electrical power, natural gas and phone service utilized at the Landfill.

c. Chambers shall construct and maintain at its expense any facilities, improvements and buildings with the site necessary for the operation of the Landfill and all facilities and improvements necessary for the operation of two transfer stations.

d. County shall provide, at its expense, two transfer site locations.

e. Chambers shall pay certain fees to County (as set forth in Subparagraph F infra). These fees shall be paid in lieu of any tax (including real estate taxes) levied against the Landfill, or any other tax that is enacted by County which applies, directly or indirectly, to the Landfill or to Landfills and not to businesses generally. In the event any such tax is enacted or imposed, County shall credit the amount of such tax against the fees to be paid by Chambers hereunder.

2. Compliance with Laws

County represents that it has complied with the Virginia Public Procurement Act in its selection of Chambers to

construct a landfill; County further represents that it has followed all governmental regulations and procedures promulgated in conjunction with the Public Procurement Act, and that County has taken or will take all land use steps necessary for operation of the Landfill as such. Chambers shall operate the Landfill in compliance with all State and federal laws, ordinances and regulations; the rules and regulations of the Health Department and the Department of Waste Management; the ordinances of County and the terms thereof; and any applicable permits. County agrees to credit against the fees paid by Chambers hereunder, any increased costs imposed on Chambers by any ordinances enacted by County after the date of this Agreement, which would apply, directly or indirectly, to the Landfill or to Landfills and not to businesses generally.

E. BOOKS AND RECORDS

1. Quarterly Reports

Chambers shall keep records of waste received and County shall have the right to inspect and audit the same insofar as they pertain to the operation of the Landfill. The records shall show: the type, weight, source and volume of solid waste received; deviations made from the plan of operation; those parts of the Landfill currently used; and receipt records. Such reports shall be prepared on a quarterly basis and shall be sent to County.

2. Annual Reports

Chambers shall prepare and furnish to County an annual report which shall provide a summary of the information required in the quarterly report.

3. Annual Certificate

Chambers shall prepare an annual certificate of its Landfill operations showing annual tonnages and receipts issued by an officer of Chambers with copies being furnished to County. Chambers shall deliver such certificate no later than March 1 of each year. County will hold in confidence and not disclose nor use any information furnished or disclosed to it without the expressed written approval of Chambers, treating such information in the quarterly reports, annual reports and annual certificate with the same degree of care and confidentiality with which it treats its own proprietary information.

F. FEES

1. Initial Fees

Within 30 days of the execution of this Agreement, Chambers will pay to County the sum of Thirty Thousand Dollars (\$30,000.00) which sum represents a reimbursement to County for its expenses in the negotiation and execution of this Agreement.

2. Additional Service Fees

See Addendum No. 2 (VI.)

Chambers will pay to County Ten Thousand Dollars (\$10,000.00) upon its submission of its formal application (excluding any preliminary application) to the Department of Waste Management for a permit to construct the Landfill. Once construction of the Landfill begins, Chambers will pay to County an additional Forty Thousand Dollars (\$40,000.00), such payments to be used to fund a review of Chambers' application and Landfill design and its construction of the Landfill.

Once the Landfill begins operation, Chambers will establish a fund which may be drawn upon by County to cover its necessary and reasonable expenses for the sampling and analysis of groundwater and surface water, with such work to be performed by an independent testing laboratory to be agreed upon by County and Chambers, and for the analysis of leachate, methane, construction and operational data as well as its monitoring inspection of the Landfill. It is the intent of the parties that any analysis and/or monitoring of water, leachate and methane done by County shall complement and not duplicate testing performed by the Commonwealth. This fund will total One Hundred Thousand Dollars (\$100,000.00) and will be maintained at that figure by Chambers to a maximum extent of One Hundred Thousand Dollars (\$100,000.00) per year. The balance of said fund, together with accumulated legal interest, is to be returned to A at the end of the term of this Agreement.

3. Host Fee

In consideration for the lease to operate the Landfill, Chambers will pay to County \$4.40 per ton for every ton of commercial or out of County solid waste deposited in the Landfill up to 1,200 tons Solid Waste per day; for every ton of commercial or out of County solid waste over 1,200 tons per day deposited in the Landfill, \$5.50 per ton will be paid to County. No fees shall be due for solid waste disposed of pursuant to Section I.G. 2 hereof. (See Section II, Item B, Paragraph 11, which restricts tonnage to 1,200 tons per day unless County specifically allows an increase). In the event the tipping fee increases over the initial rate set by Chambers at the opening of the Landfill, the per ton fee paid to County will increase by 80% of the rate of the increase of the tipping fee above the initial rate. In the event such tipping fees

decrease, there will be a similar percentage reduction in the host fee, but not below the \$4.40 / \$5.50 level. The parties agree that such initial rate will be the rate charge for waste from within Virginia, exclusive of from County.

When the Landfill first receives waste, there will be an advance payment of \$58,000.00 per month for each month remaining in that calendar year. This advance payment will be a one time occurrence; it will include the month waste is first received and will be credited against the host fee. Chambers guarantees and warrants to County that it will pay to County a host fee of at least \$1,144,000.00 per calendar year for each of the first twenty (20) years the Landfill is in operation and accepting Solid Waste, with the initial year's guarantee to be prorated based upon the number of months in that year in which the Landfill operates. In the event this minimum guarantee is not met after the end of such twenty (20) year period, County shall no longer be obligated by the exclusivity provisions of Section I.A hereof. After such twenty (20) year period, to the extent it is economically feasible in Chambers' reasonable opinion, Chambers will use its best efforts to accept sufficient waste to generate such minimum guarantee. In the event that operation of the Landfill is interrupted, curtailed or halted due to an event of force majeure as defined in Section I.Q hereof, County will waive the payment of the host fee or reduce said payment in proportion to the reduction of the Landfill's operation.

Chambers will make monthly payments to County on the basis of its best estimate of annual receipts, but not less than the guarantees set out above. Such estimated payments will be revised quarterly and, for the first calendar year in operation, Chambers will receive credit against those payments to the extent of the advance payment made hereunder.

In the event the monthly payments hereunder are in excess of the host fee due County at the end of each calendar year, Chambers will receive a credit on its next monthly payments in the amount of that overpayment. In the event such monthly payments are below the host fee due County at the end of the year, Chambers will pay such fee in full with the delivery to County of the annual accounting required herein.

4. Facility Closure, Monitoring and Maintenance Fund

Chambers shall pay to the Commonwealth of Virginia by either a trust fund, letter of credit or deposit of collateral as allowed by the Financial Assurance Regulations of the Department of Waste Management an amount sufficient to meet those Regulations and further to close the Landfill in any current year and maintain and monitor it for a period of twenty (20) years following closure. These amounts shall be determined by a third party engineer on an annual basis and adjusted annually as set forth by those Regulations. To the extent that Chambers performs any of those functions, it may, if allowed under those Regulations, receive back from the Commonwealth of Virginia (or reduce its letter of credit accordingly) an amount equal to the cost of such function. In addition, if the annual cost estimate is less than the amount on deposit or set forth in the letter of credit, Chambers may withdraw the overage or reduce its letter of credit to the new estimate figure.

5. Mitigation and Remediation Fund

Chambers will further pay to a joint account established by it and County up to a maximum of \$2,000,000.00 at the rate of \$5,131.00 per acre for each acre of the Landfill used for disposal. To the extent there are any withdrawals from this fund during the operation of the Landfill, such fund will be reimbursed the amount of such withdrawals by Chambers.

This fund will be held until 10 years after the approval of the final closure of the Landfill, at which time 50 percent of the fund may be withdrawn by Chambers, less the amount of any claim against this fund which has not been resolved. All of the unexpended balance of this fund will be paid to Chambers 20 years after the final closure of the Landfill, less the amount of any claim against this fund which has not been resolved. The remaining balance withheld shall be paid to Chambers upon resolution of any claim. County will execute all such authorizations as Chambers may request to facilitate withdrawals from this fund. This account shall be interest bearing and all interest produced by the fund will be paid when earned to Chambers at any time that the fund equals or exceeds \$2,000,000.00.

The purpose of this fund is to pay for all mitigation and remediation as may be reasonably necessary hereunder or as a result of the operation of the Landfill excluding claims based on diminished property value by virtue of proximity to the Landfill. If there is a question of whether or not any particular situation should be remedied by this fund, that determination will be made by a third party specialist in the manner provided in the Mitigation Plan attached hereto.

G. SERVICES TO COUNTY

1. Current Landfill Services

County currently owns a landfill operated by the Crippen Company under a license agreement, a copy of which is attached hereto. Chambers agrees to complete the closure of that landfill and monitor the same as required by the closure plan at no cost to County in accordance and in compliance with that license agreement, such work to be done as a third party contractor.

In the event the Crippen Company terminates that agreement, Chambers may operate the same until, in its discretion or as directed by the Department of Waste Management, that landfill must be closed, or Chambers may close the site immediately.

The parties understand that A is providing this service as an accommodation to County, and that A is not assuming responsibility for prior activities at the County landfill; therefore, in the event that any claims arise against Chambers in connection with the County landfill other than to the extent of Chambers' fault during its closure activities or, if applicable, Chambers' operation activities, County shall credit such claim and/or loss against the fees owing to County from Chambers.

2. New Landfill Services

See Addendum No. 2 (IV)

Chambers will provide to County at Chambers' expense the disposal of all Solid Waste generated in County and brought to the Landfill or a transfer station by County, its residents and non-profit organizations in County, for a period of twenty (20) years or for the life of the Landfill, whichever is longer. Any commercial disposal from within County may be charged the prevailing tipping fee. This disposal will begin immediately upon the current landfill being unable to receive further waste.

County will locate 3 parcels of land, one of which will be at the Landfill site, a second will be at the County Landfill and the third will be located in Chickahominy Magisterial District, where Chambers will establish collection and transfer stations of a nature and design that is reasonably

acceptable to County. Chambers will thereafter secure, improve, maintain and service these sites as necessary to provide the disposal of County Solid Waste described above and as reasonably agreed to by County. These transfer stations will become operational 4 months after the granting to Chambers of all permits necessary for the operation of the Landfill and the transfer stations.

3. Recycling (See Addendum No. 2 (VII))

H. INSPECTION

To ensure that the detailed specifications, regulations and laws for the operation of a sanitary landfill are complied with, the Landfill site and operation shall be inspected a minimum of once a month during normal operating hours throughout the term of this Agreement by a representative of County with a representative of Chambers. Said inspection may be without notice and may be conducted in conjunction with the site inspection provided in Part II Section D infra. To the extent that the inspection referred to herein produces a result and/or conclusion contrary to an inspection by state officials, the latter inspection controls and governs the operation of the Landfill.

I. LIABILITY

1. Insurance

Chambers agrees to furnish County, as additional insured, with certificates of insurance evidencing that: (i) all vehicles and equipment used by Chambers to transport Solid Waste into the Landfill site have public liability insurance limits of \$1,000,000.00 for each person; \$1,000,000.00 for each accident, bodily injury and \$500,000.00 property damage and an umbrella liability policy in the amount of \$2,000,000.00; and

(ii) public liability insurance in the amount of \$1,000,000.00 shall remain in effect for a period not less than 30 years after the Landfill ceases operation as a landfill, the costs for which shall be borne entirely by Chambers.

2. Workmen's Compensation

Chambers shall carry in a company authorized to transact business in the State of Virginia, a policy of insurance fulfilling all requirements of the Workmen's Compensation Act of said State, including all legal requirements for occupational diseases.

J. INDEMNIFY AND HOLD HARMLESS

Chambers hereby binds itself to indemnify and hold harmless County from all claims, demands and/or actions, legal and/or equitable, including reasonable legal fees and all other costs of defense, arising from Chambers' design, construction, operation, maintenance, monitoring and closure of the Landfill site and transfer stations herein above described. However, Chambers shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of County, its officers, agents, servants and employees.

K. BREACHES AND DEFAULTS

In the event of default under this Agreement, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing such default, including the right

to offset said costs of curing the default against any sums due or which become due to the defaulting party under this Agreement. Such non-defaulting party shall use the most economically reasonable method of curing any such defaults.

This Agreement or the Lease to be issued hereunder may be terminated by County in the event of a breach that has not been cured within 60 days of written notice thereof being sent to Chambers by County. Breach shall mean a material failure to comply with any of the provisions of this Agreement, the permits under which the Landfill will be built or applicable local, state or federal law. It will also include the insolvency of Chambers, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing Chambers as the debtor or an involuntary petition that is not dismissed within 180 days.

In the event of a breach and the appropriate notice thereof to by County, the 60-day limit will be extended for so long as Chambers is actively and continuously pursuing a course of actions which will reasonably lead to a curing of that breach.

In the event complete closure of the Landfill becomes necessary for any reason other than final closure upon the Landfill being filled with waste, the Landfill may be reconveyed to Chambers at the County's discretion. If, at some later time following such closure, the operation of the Landfill becomes permissible under then current regulations, then the Landfill will again be conveyed to County, and it will be operated as set forth herein by Chambers.

The parties agree that there are certain practices which are critical to the operation of the Landfill, such practices include only the following:

1. Prompt leachate disposal in accordance herewith;
2. Disposal in the Landfill of only wastes allowed by this Agreement; and
3. Construction and closure of any segment of the disposal area of the Landfill according to design criteria.

If Chambers, its employees or agents should intentionally violate any of the three practices listed above as required by this Agreement or be grossly negligent in such practices, County shall notify Chambers in writing of such intentional violation and the same must be cured within 30 days or such additional time as may be necessary provided that Chambers is actively and continuously pursuing a course of actions which will reasonably lead to a curing of that breach. Upon notice to Chambers of any such subsequent intentional or grossly negligent violation and failure by Chambers to cure such violation, County may terminate Chambers' license to operate the Landfill.

In the event County terminates this Agreement and Chambers' lease for any reason, County shall pay Chambers within 30 days of that termination the fair market value of the entire Landfill and funds held hereunder by County, as determined by the agreement of two independent appraisers to be selected one by each of the parties, less the loss or damage suffered by County as a result of Chambers' default. For such purposes, anticipated host fees hereunder shall not be considered an element of loss or damage to County.

L. ROAD IMPROVEMENT

Chambers shall improve, at its sole expense, to specifications sufficient to carry the anticipated traffic which will use the Landfill, State Routes 609 and 631 from State Route 106 to the entrance of the Landfill. In the alternative, if Chambers agrees and if County makes available to Chambers a right of way from State Route 106 that essentially parallels the high tension Virginia Power distribution line which crosses the landfill site, Chambers will, at its cost, construct a road on that right of way to specifications sufficient to carry the anticipated traffic which will use the Landfill. These specifications will be established by the Resident Engineer of the State Department of Transportation or an equally experienced third party engineer in the event such road is not a public highway.

M. NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between Chambers and County or the formation of a partnership.

N. EXTENT OF AGREEMENT

This Agreement, together with the Lease Purchase Agreement which is to be made a part hereof, represents the entire and integrated agreement between County and Chambers and supersedes all prior negotiations, representations or agreements, either written or oral. The foregoing provisions of this Agreement may be amended only by a written agreement signed by both County and Chambers.

O. ASSIGNMENT

No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or in part by Chambers without the express written consent of County and in the event of any assignment, the assignee shall assume the duties and liabilities of Chambers.

P. SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

Q. FORCE MAJEURE

Any delay or failure or performance by either party shall not constitute a breach hereunder or give rise to any claims for damage if and to the extent that such delay or failure is caused by any act, event or condition beyond the affected party's reasonable control and having a material adverse effect on its ability to perform its obligations hereunder (other than mere economic downturns in the affected party's business), including but not limited to:

(a) Acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, extremely unusual storm, explosion, failure of utilities, flood, nuclear radiation, act of a public enemy or blockade, insurrection, riot or civil disturbance or interference by third parties with landfill operations, or

(b) (i) condemnation of other taking by any government body,

(ii) change in any applicable law, regulation, rule or ordinance or interpretation or enforcement thereof limiting acceptance of waste at landfills;

(iii) any order, judgement, action or determination of any federal, state, or local court, administrative agency or governmental body adversely affecting the construction or operation of the Landfill or the right or the ability of Chambers to receive waste at the Landfill or of the County to deliver waste to the Landfill; or

(iv) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval.

A party whose performance is affected by any such event shall give written notice thereof to the other party as soon as is reasonably practicable, shall not dispose of waste during the period of the event if disposal would adversely affect the environment, and further shall diligently remove such condition if practicable. The removal of such condition shall be done within 60 days if reasonably practicable, but such period shall be extended for so long as the affected party is actively and continuously pursuing a course of actions which would reasonably lead to a correction of the condition.

R. NOTICE

Any notice required hereunder will be in writing and delivered by certified or registered mail or express mail service and will be deemed given when received at the addresses listed below:

(Address of Chambers)

Charles City County
c/o County Administrator
P.O.Box 128
Charles City, Virginia 23030

S. CITIZENS ADVISORY BOARD

There will be appointed by County a Citizens Advisory Board of four citizens and an employee of Chambers to review and comment on the operation of the Landfill. The manager of the Landfill, or his assistant, will be a member of that Board, and Chambers will use its best efforts to meet all such reasonable concerns or suggestions that this Board shall voice.

T. CHOICE OF LAW

In the event there is any dispute arising out of this Agreement of the license to be issued hereunder, the laws of the Commonwealth of Virginia will govern the construction and resolution of that dispute.

U. NO AUTHORSHIP

This Agreement is the result of joint negotiation and authorship and no part of this Agreement or the license to be issued hereunder shall be construed as the product of either party hereto.

GRANTING OF EASEMENTS ON CHAMBERS ROAD (SEE ADDENDUM #3 II)

II. DESIGN, CONSTRUCTION, OPERATION AND CLOSURE

County and Chambers agree that the following specifications and terms are to control the design, construction, operation and closure of the Landfill. Even though these requirements may be more stringent than such guidelines as are established by a state permitting agency, the requirements of this Agreement and License issued hereunder will control the actions of the parties hereto.

A. SAFETY AND SECURITY

1. Site Access and Traffic Flow

Access to the Landfill shall be limited to a single public access point from State Route 609 or 631. This access point will be equipped with a gate which shall be closed and locked during non-operating hours. Access will be further controlled by personnel in the scalehouse which will be located inside the gate. Chambers shall be responsible for initial screening of solid wastes to determine the appropriate disposition within the Landfill; chemical sensors shall be used to assist this determination for all commercial loads and for private loads as deemed necessary by Chambers. There will also be a video record made of all entering vehicles; Chambers will also provide appropriate video security. Prior to the disposal of any such videos, Chambers will notify County and make them available to County if County desires them.

Traffic flow shall be regulated by adequate signing. Private cars and pickup trucks shall be directed to a special disposal area away from the active Landfill. Neither Chambers nor any hauling company in which Chambers has an ownership shall use any state road in Charles City County other than State Route 106 (and such state or private roads as may lead to

the Landfill from State Route 106) for the hauling of waste except as may be necessary to service the transfer stations or to collect waste from customers. County shall use its best efforts to require all commercial third parties hauling to the Landfill to use exclusively the aforesaid routes; Chambers shall include this requirement as a term of any contract into which it might enter with a third party for the disposal of wastes in the Landfill.

2. Trash and Debris Control

Trash receptacles will be emptied as necessary and at least daily. All putrescible Solid Waste will be compacted and covered as soon as practicable after it is dumped. Cover will be applied as necessary and not less than daily.

The entire working Landfill site will be enclosed by a fence and appropriate steps will be taken to reduce or eliminate blowing trash. Loose debris will be picked up not less than daily.

3. Fuel Storage

All fuels stored at the Landfill shall be maintained in approved corrosion resistant above ground storage tanks. Bulk fuels shall not be stored in building on the site.

4. Traffic Control (See Addendum #2)

5. Fleet Registration (See Addendum #2)

B. OPERATIONS

1. Signs

Permanent signs shall be posted at the main entrance advising operating hours, emergency contact persons, types of

material which are acceptable and such other information as is deemed necessary. A separate and prominently displayed sign will notify all users that the Landfill prohibits any Hazardous Waste.

Permanent signs shall also be posted throughout the operational areas directing traffic, identifying buildings and specifying types or grades or material to be deposited in particular areas.

2. Operating Schedule

a) The Landfill may be open to accept waste as follows excluding holidays:

Monday – Friday	6:30 a.m. – 5:00 p.m. (Eastern Standard Time)
-----------------	--

Monday – Friday	6:30 a.m. – 6:00 p.m. (Daylight Savings Time)
-----------------	--

b) Transfer sites, including that which is located at the Landfill, shall be open 24 hours per day.

3. Survey Control

An on-site permanent survey benchmark (for vertical and horizontal control) will be established at the Landfill site. At least annually, a revised topographic survey of the working area will be made. Two certified copies of this survey shall be delivered to County by February 1 of each year.

4. Site Clearing

Site clearing shall be kept to a minimum. Area required for landfilling operations shall be cleared only as

needed. Prior written approval shall be required if such clearing is inconsistent with the approved plan. Debris from the site clearing shall be treated as any other non-putrescible demolition waste.

5. Weighing-In

All trucks entering and leaving the Landfill to dispose of Solid Waste shall be weighed at the entrance. Trucks owned by Chambers and other regular users do not need to be weighed upon leaving if the vehicle tare weights are known. Such trucks must be weighed at least annually to check these weights.

Automobiles and low-sided pickup trucks shall not be required to weigh in. A special area shall be set aside for such vehicles to dispose of Solid Waste, which shall be usable by the public during hours the Landfill is closed.

6. Non-Approved Waste

The scale attendant shall request from the driver of each vehicle entering the Landfill a description of the waste it is carrying to assure that non-approved waste is not allowed into the Landfill. Signs shall be conspicuously posted informing users of acceptable and non-acceptable types of waste.

Non-approved waste which escapes that initial screening and is dumped on the Landfill shall be removed immediately by the driver of the vehicle or by Chambers with the cost of the removal charged to the owner of the vehicle involved.

Any vehicle owner, individual or operator who dumps non-approved waste in the Landfill may be barred from the Landfill.

7. Cell Construction

Cell construction shall be in accordance with Chambers' permit (up to a limit of 45 acres at any one time) with said limit applying only in areas being lined to accept waste, not areas being cleared, excavated, or on which soil is stockpiled). Cell construction shall include, but not be limited to, the following: a 1-foot compacted clay liner with a permeability of 10^{-7} cm/sec or less in combination with a 60 mil HDPE liner, 18 inches of sand with a leachate collection system, 80 mil HDPE liner covered with 18 inches of sand and a leachate collection system adequately designed to allow identification of the phase from which leachate is collected. Both parties hereto recognize that the construction of the site is critical, and Chambers agrees to provide third party quality assurance of each liner system and allow a state and County representative to examine that work on a daily basis.

The design of the site and the individual cells will be reviewed by County prior to its submission to the State and Chambers will make all reasonable changes requested by County to that design. *(See Addendum #5 II)*

In addition to solid waste, Chambers will provide at its cost for residents of County the disposal of debris as required by applicable regulations.

8. Road Cleaning

To the extent that any debris from the wheels of motor vehicles reaches the first State Route from the Landfill, Chambers will sweep such road .25 miles on either side of the entrance on that State Route on a daily basis, weather permitting.

9. Recycling Operations

No scavenging shall be permitted on the Landfill under any circumstances. If the volume of recyclable goods is sufficient, as determined by Chambers, those items may be separated from disposal by Chambers. Possible recyclable items include white goods, glass, plastic, metals and tires. Items stockpiled for possible recycling shall be maintained in a neat and orderly fashion under roof and Chambers may recycle such waste as it desires.

10. Reporting

Chambers will supply to County on a monthly basis copies of all of its inspection reports, monitoring data and disposal arrangements of rejected or removed loads. Drawings showing the actual location of all construction elements will also be supplied to County on a quarterly basis.

11. Volumes

(See Addenda #1, #2(I), #3(I), #4(I), #5(III))

Chambers will accept for disposal, on average, no more than 1,200 tons of waste per day, six days per week. This limitation may be exceeded in any operating day by no more than 25% of the allowed volume, but in no quarter will the tonnage of waste disposed of at the Landfill exceed 1,200 tons

multiplied by the number of days in that quarter the Landfill was open. Subject to normal waste fluctuations, Chambers will use reasonable efforts to keep daily volumes below 115% of the allowed volume.

12. Buffers

All areas of the Landfill which are used for the disposal of waste must have the following buffers: 500 feet from the nearest existing (as of the effective date of this Agreement) residence; 500 feet from any existing church, school or recreational area; 1000 feet from any existing well, spring or other ground water source of drinking water; 200 feet from any regularly flowing surface water; and 200 feet from any existing public road. All buffer areas will be left undisturbed except as necessary for access roads and monitoring wells.

13. Adjacent Homes

See Addendum #2 (II)

Any existing landowner within 3000 feet of the proposed disposal site must be offered, at Chambers' expense, a deep well if that landowner is currently using a shallow well (less than 100 feet).

C. MAINTENANCE

A. Litter Control

All municipal solid waste shall be compacted as soon as practicable after it is unloaded on the site. Cover material shall be applied daily. The working area will be kept as small as practicable to minimize the potential for blowing debris. Litter control will be provided by temporary fencing or cover, if necessary.

B. Site Drainage

All drainage ways shall be kept free of debris and other obstructions to the flow of water. Sediment ponds shall be excavated as the need arises with the trapped sediment being returned as cover material on the Landfill. No water contaminated with leachate shall be discharged from the site to natural drainage outfalls.

C. Roads

Roads in the operating Landfill shall be graded as necessary to maintain smooth, well drained surfaces. During dry periods, these operating roads shall be sprayed with water if necessary to reduce dust problems.

D. INSPECTIONS AND MONITORING

1. Site inspection Checklist

The site inspection checklist shall be maintained in the administrative offices at the Landfill. Results of previous inspections are to be maintained for three (3) years. Inspections shall be made jointly by the Landfill Supervisor, a representative of County and a representative of the Virginia Department of Health, Division of Solid and Hazardous Waste Management, or its successors, whenever practical.

2. Climatic Records

A record of observed climatic conditions shall be maintained in the administrative offices. Such observations need not include detailed statistical data but rather are to present qualitative observations. Climatic conditions shall be recorded and filed daily at the Landfill's office.

3. Gas Generation

Chambers shall establish a methane gas monitoring system at the Landfill acceptable to County within 12 months of beginning of disposal of waste at the Landfill. Methane gas measurements will be made monthly around the perimeter of the Landfill. Indications of the presence of explosive gas equal to or greater than 90 percent of the lower explosive limit are to be documented and evaluated and County shall be notified thereof immediately. If the condition persists, site investigations shall be started to determine the source and develop corrective solutions. If high gas measurements persist, Chambers shall install a collection and disposal system for such gas.

In the event of the sale of such methane gas, County shall receive a royalty equal to 10% of the net profit of any sale, to be paid at the end of each calendar quarter.

4. Leachate

Leachate characteristics shall be tested for certain basic water quality parameters (BOD, suspended solids and certain metals) until a basic trend is established. Leachate shall be transferred to an appropriate above grade holding tank of a capacity sufficient to contain 10 days of leachate generation and then trucked to an appropriate disposal area outside of County on a daily basis or otherwise disposed of as permitted by federal, state and County authorities. Under no circumstances shall untreated leachate be allowed to escape the Landfill areas into the surface or ground waters of County. A

back up leachate pump shall be available on site at all times. If a tank truck is unavailable at the site, a replacement truck must be available on site within three days.

5. Groundwater Sampling and Testing

Monitoring wells shall be constructed around the perimeter of the Landfill (and within the buffer areas) with the locations of said wells to be approved by County prior to their construction. All drilling logs will be retained and made available at its request. Beginning with the execution of this Agreement, or as soon thereafter as practicable, water samples shall be taken quarterly and analyzed per the parameters as established by the Department of Solid Waste Management. This information will be provided to the Department of Solid Waste Management, the State Water Control Board and County, thereby establishing basis for future and on-going monitoring efforts.

During operation, quarterly water samples shall be taken from each well with results of their analysis being sent to County. Those samples shall be analyzed for changes in parameters as compared to the background data previously reported. Statistically significant (student's T test or equivalent) changes shall required that additional analysis be made on water samples to determine which water quality parameters have changed, if the changed condition violates water quality standards or other relevant and appropriate standards or requirements and to identify the potential source of the pollutants. If the Landfill is found to be the cause of such changes in water quality, Chambers will take immediate action to correct the pollution by whatever means are necessary. All such samples required by this section and section 6 below, will be taken by an independent individual or company to be selected by Chambers and the County and paid for by Chambers.

6. Surface Water Sampling and Testing

Natural surface water bodies that are tributaries of Possum Run and the Chickahominy River shall be sampled for flow and water quality up stream and down stream of the possible point of impact by the facility. These locations shall be delineated in the site plan approved by County. Beginning with the execution of this Agreement, or as soon thereafter as practicable, water samples will be taken not less than once per quarter at these locations. After the start of operation, quarterly samples will be taken and analyzed for total suspended solids, BOD and surface water quality parameters required by the Virginia Water Control Board and compared to the background data previously collected. Samples are to be sent to a State certified laboratory for analysis with a copy of results furnished to County. Indications of statistically significant (student's T test or equivalent) changes will require that additional investigations and/or analysis be done to determine what water quality parameters have changed, if the changed condition violates water quality standards and to identify the source of pollutants. If the Landfill is found to be the cause of such changes in quality, Chambers will take immediate action to correct the pollution by whatever means are necessary. All violating discharges shall be designated leachate and disposed of as such.

E. CONTINGENCY PLANS

1. Hazardous Waste

In the event that identifiable Hazardous Waste is disposed of at the Landfill, the Department of Solid Waste

Management and County will be notified immediately and a written report prepared and sent to County. If the vehicle disposing of such waste is known, or if the vehicle has left the site, immediate notice will be served on the owner of the vehicle that Hazardous Waste has been disposed of at the Landfill for which it has responsibility. Chambers shall, with the Department of Solid Waste Management as necessary and appropriate, remove and dispose of the waste and further assist said Department in the prosecution of culpable parties.

2. Groundwater Quality

In the event that significant adverse changes to water quality parameters are noted in one or more of the monitoring wells, Chambers shall isolate and identify the source of the problem.

If the pollutant source is identified as the Landfill, Chambers will use one or more of the following options to prevent further pollution or such other method as may be agreed upon by the parties:

a. Seal Area - A clay layer or other impermeable seal may be placed over the solid waste to prevent or minimise the generation of leachate.

b. Dewatering - The aquifer which is immediately beneath the pollution source and which is polluted could be dewatered. The water removed in this manner would be treated as leachate itself.

c. Waste Removal - The solid waste at the pollutant source could be removed to eliminate the release of pollutants. After removal of the solid waste, the cause for pollutant release to the groundwater will be located and corrected. After correction, that area can be returned to normal operations.

The decision to implement one or a combination of these options shall be made in consultation with the Virginia Department of Solid Waste Management after a determination is made of the severity of the problem. In all cases, Landfill operation in any identified area of contamination shall be stopped until the problem is corrected. In no case shall leachate be discharged from the Landfill other than as set forth herein or as approved by appropriate state and County authorities.

3. Mitigation Plan

In the event that any well serving property owners within a 3.5 mile radius of the landfill is determined to be adversely affected by the Landfill operations, the Mitigation Plan, which is Exhibit A of this Agreement and is made a part hereof, will be implemented.

4. Surface Water Quality

In the event that significant adverse changes to water quality parameters are noted at one or more of the surface water sampling points, Chambers shall increase the frequency and range of sampling to identify the source of pollutants. Concurrently, specific alternatives to prevent the continued contamination of surface waters will be implemented by Chambers. Those alternatives may include:

a. Diversion - The surface water flow which is contaminated would be diverted to the leachate treatment system to be handled as a leachate.

b. Impoundment - Surface water which flows over the solid waste surface would be the source of contamination. That would be impounded and treated as a leachate.

c. Liner Repair - Contaminated water which has been impounded by a liner(s) or other drainage ways could be leaking to the surface water system. The source of the leak will be identified and corrective action will be taken. That would include diverting the contaminated water away from the leak to a containment area until the leak is repaired.

In all such cases, the source of the problem will be identified and, in consultation with the County and the Virginia Department of Solid Waste Management, an effective solution will be implemented by Chambers to prevent any contamination of waterways within County. In addition, a surface water impact mitigation plan for the Chickahominy River reasonably acceptable to County, will be a part of Chambers' application for a landfill permit.

5. General

Other emergencies may occur which require immediate attention. A list of emergency telephone numbers shall be posted in a conspicuous place in the Landfill administration building. Those numbers will include the police, fire department, ambulance or rescue squad, County emergency

services coordinator, the natural gas pipeline owner and State and federal offices responsible for clean-up of hazardous material spills.

All Landfill employees shall receive periodic training in the response to emergency conditions as part of the regular accident prevention programme. Assistance on the training programme will be acquired from the appropriate federal, state or local agencies on a case by case basis.

F. LANDFILL SITE CLOSURE, FINAL PLAN AND COMPLETION

1. Landfill Closure

Certain portions of the Landfill will be completed earlier than others. This closure plan is intended to address the various elements required for Landfill closure, including the continuation of environmental monitoring and maintenance of completed portions until approval of final plan.

2. Final Plan

No less than 2 year prior to cessation of the Landfill operations Chambers and County shall mutually select an appropriate consulting firm, whose services shall be paid for by Chambers. This firm, working together with County, shall develop a final plan for use of the site after the life of the Landfill has expired. Acceptance of the site at the end of Landfill operations shall be contingent upon completion of all necessary and appropriate site preparations, as shall be delineated in the final plan for use of the site, as shall be reasonably agreeable to County. One (1) year before the cessation of the Landfill, the final development

plan must be in a stage to be accepted and ready for implementation, to County's reasonable satisfaction. This is distinct from, and in addition to, closure requirements.

a. Methane Venting

Vertical methane wells or other reasonable gas management system shall be constructed by Chambers in sufficient number to prevent the collection of gas in explosive levels along the boundary of the Landfill. If odor becomes a problem, the wells or gas management system will be headed to a flare or other appropriate odor control system.

If methane recovery is found to be practical and is implemented, methane venting will not be necessary or desirable. In the event that methane recovery is found not to be practical, a collection and disposal system shall be installed as specified herein.

b. Leachate Control

The Landfill is expected to generate leachate, although after closure, the rate of generation is expected to decline. Moreover, the water quality of the leachate is expected to stabilize at some point and not require treatment under the appropriate State regulations. Until that point is reached, Chambers will continue to operate the leachate treatment system. Leachate quality will be monitored in the same manner as for the operating phase. At the time that any waste cell reaches stability and leachate quality is within acceptable limits, Chambers may apply to the Department of Health and County for permission to suspend treatment on that leachate.

c. Water Quality Monitoring

Both surface and groundwater monitoring shall be continued by Chambers until such time as all leachate has reached stability and the closed Landfill no longer poses a threat to the ground or surface waters. As the leachate quality begins to improve, the frequency of sampling may be reevaluated. With the concurrence of the Department of Solid Waste Management and the State Water Control Board and County, sampling frequency may be reduced.

d. Final Cover

Not less than 2 feet of final cover material shall be placed and compacted. The material to be used will have a demonstrated permeability of 10-5 cm/sec or less to prevent the rapid adsorption and percolation of rainfall. All side slopes shall be graded and terraced. Non-erodible drainage ways shall be constructed, again dependent upon the final topography of the completed area.

A 1-foot layer of top soil shall be placed over the final cover material to maintain a sufficient surface moisture level on the final cover. The top soil shall be graded and seeded with a locally available grass selected by County.

e. Completion

The sides of all borrow areas shall be graded to prevent sudden changes in slopes. All stockpiles of overburden will be graded to minimise erosion potential and to prepare the site for future uses in the final plan. The height of the

Landfill upon completion and closure will not exceed ~~100~~ 150 feet (*Addendum #2*) above the natural grade. All roads on the site will be left in a passable condition.

3. Conveyance of Property to Chambers

a. Landfill site

Upon completion of the Landfill, in accordance with the provisions hereof, County shall execute a deed conveying the Landfill site to Chambers with Special Warranty of Title for One Dollar (\$1.00), exclusive of the transfer station and access thereto and an easement for reasonable and appropriate use consistent with the approved final use of the property by Chambers after all gas has been vented or disposed of.

b. Transfer Station Sites

Upon Chambers' cessation of use of the transfer site or sites within County, all improvements to such sites shall remain the property of County.

c. Acceptance by County

Upon acceptance and recordation of the aforementioned deeds, the terms of this contract will be deemed satisfied, except for those conditions relative to liabilities of each party which may remain outstanding and unsatisfied at the time.

G. MODIFICATION

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be

considered modified, altered, changed or amended in any respect unless agreed to in writing and signed by the parties hereto, unless otherwise as provided by the terms hereof.

H. *CENTRAL SEWER SYSTEMS (See Addendum #2 III)*

IN WITNESS WHEREOF, County and Chambers have each caused this Agreement to be signed on its behalf and its seal to be affixed and attested by officials thereunto duly authorized.

MITIGATION PLAN

There is hereby established a fund for the purpose of resolving claims for damage which may be directly caused any property owner of Charles City County (“County”) by contamination or pollution of groundwater by the Landfill.

In the event a property owner believes that their well or groundwater has been damaged by the Landfill, Chambers and County will attempt to determine if such damage exists.

If Chambers and County are unable to agree that it is necessary to implement any measures required under this plan or which measures shall be implemented, Chambers shall refer the decision to a hydrologist or groundwater consultant upon whom both parties agree and the hydrologist or groundwater consultant shall determine whether it is necessary to implement the alternatives for mitigation of the adverse effects and which measures shall be implemented.

In each case of a well serving a property owner which has been determined to be adversely affected by Landfill operations, one or more of the following alternatives for mitigation of the adverse effects will be investigated and applied, as appropriate: lowering of pump; installation of new pump; lowering of well; drilling of new well; interconnections with other local unaffected wells; or any other alternative or alternatives which may be deemed appropriate. Chambers agrees to bear the costs for any of the above steps necessary to alleviate adverse impact to affected property owners.

If Chambers and County are unable to determine in advance that a property owner's well(s) will be adversely affected, then Chambers will take any or all of the following emergency steps, as necessary, to provide an immediate alternative water supply to the affected property owner: trucking water in bulk for human and livestock consumption; temporary interconnections with local unaffected wells, provision of temporary substitute housing for the family if necessary; or any combination of these alternative measures which will insure that the property owner will not be required to go without water for normal human use for more than twenty-four (24) hours. As soon as possible, after implementation of the temporary measure or measures outlined herein, the property owner shall be entitled to receive such permanent measures as are outlined for implementation herein.

Any property owner who, of necessity, following notice to Chambers and failure by Chambers to investigate the problem within a reasonable time, has undertaken reasonable self-help to mitigate adverse conditions at his well caused by Landfill operations, will be reimbursed for the reasonable costs of such self-help measures upon presentation by him of appropriate documentation to Chambers.

Any claim made or payment required under this Plan shall be submitted for payment under those policies of insurance maintained by Chambers pursuant to this Agreement. The amount of any such claim or payment not covered by such policies of insurance shall be disbursed from the Mitigation and Remediation Trust Fund established under this Agreement; providing, however, that Chambers shall reimburse the Trust Fund for any amounts so disbursed within 12 months of the date of actual disbursement.

THIS ADDENDUM AGREEMENT made this 16th day of December, 1988, by and between CHARLES CITY COUNTY (hereinafter "County") and CHAMBERS OF VIRGINIA, INC. (hereinafter "Chambers") to an Agreement for Use and Support of a Solid Waste Disposal System dated May 18, 1988, between County and Chambers;

WITNESSETH:

WHEREAS County and Chambers wish to modify the above agreement, County and Chambers do hereby agree as follows:

Section I, F, 3 is hereby amended by striking "1,200" in the sixth (6th) line thereof and inserting "2,000" in its place; additionally, the following is to be added at the end of that section and to become a part of it:

The above notwithstanding, Chambers will make an additional payment of \$100,000.00 to County on February 15, 1989, as an advance against the host fee due hereunder. Chambers will receive a credit for such payment at the last month of the third calendar year following the opening of the landfill for the reception of waste.

Further, Section II, B, 11 is hereby amended to strike the figure "1,200" in lines 1 and 4 thereof and to add in its place "2,000". Section II, B, 11 will read as follows:

Chambers will accept for disposal, on average, no more than 2,000 tons of waste per day, six days per week. This limitation may be exceeded in any operating day by no more than 25% of the allowed volume, but in no quarter will the tonnage of waste disposed of at the

Landfill exceed 2,000 tons multiplied by the number of days in that quarter the Landfill was open. Subject to normal waste fluctuations, Chambers will use reasonable efforts to keep daily volumes below 115% of the allowed volume.

All other terms and conditions of said Agreement are hereby ratified and confirmed.

ADDENDUM
TO AGREEMENT FOR USE AND SUPPORT OF A SOLID
WASTE DISPOSAL FACILITY
BY AND BETWEEN
COUNTY OF CHARLES CITY
AND
CHAMBERS DEVELOPMENT OF VIRGINIA, INC.

THIS Addendum made and entered into as of the 8th day of November, 1990 between the COUNTY OF CHARLES CITY, VIRGINIA, a political subdivision established and existing under the laws of the Commonwealth of Virginia ("County") and CHAMBERS DEVELOPMENT OF VIRGINIA, INC, a Virginia corporation ("Chambers") shall provide as follows:

WITNESSETH:

WHEREAS, the County and Chambers have entered into an AGREEMENT FOR USE AND SUPPORT OF A SOLID WASTE DISPOSAL SYSTEM ("Agreement") dated the 18th day of May 1988, as subsequently modified by addendum dated December 16, 1988 and;

WHEREAS, the County and Chambers desire to make mutually agreed upon changes to the Agreement, as subsequently modified;

NOW, THEREFORE, this Addendum witnesseth that for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. TONNAGE AUTHORIZATION

Section II, B, 11 shall be modified to read as follows:

Chambers will accept for disposal, on average, up to 3,250 tons of waste per day, six days per week. This limitation may be exceeded in any operating day up to a total of 3,750 tons, but in no calendar quarter will the tonnage of waste disposed of at the Landfill exceed 3,250 tons multiplied by the number of days in the quarter the Landfill was open. Subject to normal waste fluctuations, Chambers will use reasonable efforts to keep daily volumes below 115% of the allowed volume.

This volume limitation shall be increased to 3,500 tons per day based upon Chambers receiving approval from the Virginia Department of Waste Management (VDWM) for either the use of synthetic daily cover and/or the design of the base grades of the landfill cells. An additional increase of up to 3,750 tons per day will become effective upon receiving approval from VDWM for a vertical expansion of at least 20 feet. When the daily maximum of 3,750 tons is reached, daily fluctuations up to 4,000 tons per day will be allowed. All redesigns and applications for permit revisions will be submitted to County and approved by it as set out in Section II, B, 7, above, prior to submission to VDWM, such approval not to be unreasonably withheld.

II. ADJACENT HOMES WATER WELLS

Section II, B, 13 shall be modified to read as follows:

Any existing landowner with a water well within 3500 feet of the proposed disposal site (i.e., construction foot print) must be offered, at Chambers' expense, a deep well if that landowner is currently using a shallow well (less than 100 feet). Chambers will advise County on a bi-monthly basis of the names and location of all wells to be replaced and the status of such replacement until such time as all such wells are completed.

III. FUTURE SEWER SYSTEMS

Section II shall be modified by the addition of a new subsection, H, to read as follows:

H. CENTRAL SEWER SYSTEMS

The parties hereto agree to use their best efforts to explore the feasibility of and upon mutual agreement of the parties to implement subsequently a central sewage treatment system to serve the Roxbury Industrial Center-Landfill area.

IV. CHARGES TO COUNTY ENTERPRISES AND TERM

Section I, G, 2, first paragraph, shall be modified to read as follows:

Chambers will provide to County at Chambers' expense the disposal of all Solid Waste generated in County and brought to the Landfill or a transfer station by County, its residents and non-profit organisations in the County, for a period of forty (40) years or for the life of the Landfill, whichever is longer. Any commercial waste or commercial service generated disposal from within the County may be charged eighty percent (80%) the prevailing tipping fee.

V. TRAFFIC PROHIBITION

Section II, A, shall be modified by the addition of new subsection, 4, to read as follows:

4. Traffic Control.

i) Traffic Prohibition. Chambers will take all reasonable actions to ensure that commercial or construction traffic associated with the operation or construction of the landfill must utilize only the primary road system in the County except where a primary road is not available.

ii) Contract Provisions Chambers will take all reasonable actions to negotiate provisions in any existing contract associated with such commercial or construction traffic activities ensuring that the use of primary roads to the exclusion of secondary roads within the County is considered a material part of any such contract and will further take all reasonable actions to include such provisions in all future contracts. All such contracts will include liquidated damage clauses with such contractors for violations of this traffic control; a certified copy of the applicable provision of all such contracts will be filed with County and the original of any such contract will be available for County's inspection.

iii) Traffic Study. When the landfill has received waste at an average rate of 2,000 tons per day (or more) for one month, Chambers will conduct and deliver to County a traffic study to determine the impact of traffic when the landfill is receiving averages of 2,000 tons per day, 3,250 tons per day and 3,750 tons per day. This study will be completed within four (4) months and will

address the impact on the County's primary roads and the intersections of Chambers Road with State Routes 106 and 609 by vehicles going to or from the landfill.

VI. MONITORING FEE

The last two sentences of Section 1, F, 2 shall be modified to read as follows:

This fund will total Two Hundred Twenty Five Thousand Dollars (\$225,000.00) and will be maintained at that figure by Chambers to a maximum extent of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) per year. Beginning January 1, 1994, this fund will be increased annually based upon the annual increase in the Consumer Price Index for the year just past. For the year 1990 this fund will be prorated from October 10, 1990, for the increase above \$100,000.00. The balance of said fund, together with accumulated legal interest, is to be returned to Chambers at the end of the term of this Agreement.

VII. COUNTY RECYCLING/MATERIALS RECOVERY FACILITY

Section I, G, shall be modified by the addition of a new section to read as follows:

3. Recycling

Chambers will place and service recycling containers at the three (3) transfer stations in the County, such containers to allow for the separation of glass, aluminium, plastics and newsprint. County will further prepare a Recycling Plan that will meet state mandated requirements and Chambers will reasonably implement the same. This implementation will include the annual payment to the County of an amount County determines (on an annual basis) to be necessary to complete its recycling plan where Chambers is unable to implement it, such amount to be that which is reasonably necessary to prepare and implement a reasonable recycling plan.

Chambers and County agree to explore the possibility of locating a Materials Recovery Facility in the County that will handle mixed or single source recyclables, but not raw waste. Chambers will reasonably cooperate with County in the siting of the MRF as well as in the County's efforts with third parties who would use products of the MRF to locate in Charles City County. Chambers will also reasonably support the economic development plan and actions of the County.

VIII. FLEET REGISTRATION

Section II, A, shall be modified by the addition of a new subsection, 5, to read as follows:

5. Fleet Registration

To the extent reasonably possible, Chambers shall register in the County, at a minimum, one half of its existing motor vehicle fleet now in use at the landfill or in support thereof on or before January 1, 1991. Additionally, all future motor vehicles and equipment purchased by Chambers for use at the landfill or in support thereof will be registered in the County as well. The parties recognize that these vehicles and equipment will be subject to County's annual personal property tax.

IX. LANDFILL, SITE CLOSURE, FINAL PLANS AND COMPLETION

Section II, F, 2, e, shall be modified so that in the third sentence, "100 feet" shall read "150 feet".

X. HAZARDOUS WASTE DEFINITION

Section I, B, 2 shall be modified by adding the following sentence at the end of that section:

Any waste that would be considered hazardous under the EPA Toxicity Characteristic Leaching Procedure (TCLP), as currently in effect, shall also be considered a hazardous waste for purposes of this Agreement.

XI. MISCELLANEOUS

If any provisions of this Addendum or the application thereof shall be deemed invalid or unenforceable, the remainder of this Addendum shall not be affected thereby. All other terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum which is effective as of the date and year first above written.

ADDENDUM
TO
AGREEMENT FOR USE AND SUPPORT OF A SOLID
WASTE DISPOSAL FACILITY
BY AND BETWEEN
COUNTY OF CHARLES CITY
AND
CHAMBERS DEVELOPMENT OF VIRGINIA, INC.

THIS Addendum made and entered into as of the 1st day of March, 1991, between the COUNTY OF CHARLES CITY, VIRGINIA, a political subdivision established and existing under the laws of the Commonwealth of Virginia (“County”) and CHAMBERS DEVELOPMENT OF VIRGINIA, INC., a Virginia corporation (“Chambers”) shall provide as follows:

W I T N E S S E T H:

WHEREAS, the County and Chambers have entered into an AGREEMENT FOR USE AND SUPPORT OF A SOLID WASTE DISPOSAL SYSTEM (“Agreement”), dated the 18th day of May, 1988, as subsequently modified by addendums dated December 16, 1988 and November 8, 1990 and;

WHEREAS, the County and Chambers desire to make mutually agreed upon changes to the Agreement, as subsequently modified;

NOW, THEREFORE, this Addendum witnesseth that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. TONNAGE AUTHORIZATION

Because there is an immediate need for cover material and Chambers has the opportunity to obtain such material from Fairfax County in the form of special waste that consists of oil contaminated soil, Section II, B, 11, as amended, shall be modified to include the following paragraph at its end:

Notwithstanding the above limitations, for the period of March 1, 1991, through May 30, 1991, Chambers may accept for disposal an additional 400 tons per day from Fairfax County, Virginia, of special waste, such waste to be delivered in not more than twenty (20) truckloads per day. This provision is effective only after delivery to County of written approval of the use of this special waste (hydrocarbon contaminated soil) as cover material in the landfill by the Virginia Department of Waste Management. County will be paid \$5.50 per ton for such waste accepted for disposal at the landfill.

II. GRANTING OF EASEMENTS ON CHAMBERS ROAD

Chambers agrees to grant an easement at no cost to County or any utility company desiring to install any utility (including water, sewer, telephone, electric or gas) on or requiring a right of way for ingress and egress across the road known as Chamber's Road between State Route 106 and State Route 609 subject to the grantee of the easement agreeing to indemnify Chambers, which indemnification will be mutually agreeable to grantee and Chambers, and provided such easement or right of way does not affect the ability of Chambers Road to be accepted into the state highway system and does not materially interfere with the operation of the landfill.

III. MISCELLANEOUS

All other terms and conditions of the Agreement as previously modified are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum which is effective as of the date and year first above written.

ADDENDUM
TO
AGREEMENT FOR USE AND SUPPORT OF A SOLID
WASTE DISPOSAL FACILITY
BY AND BETWEEN
COUNTY OF CHARLES CITY
AND
CHAMBERS DEVELOPMENT OF VIRGINIA, INC.

THIS Addendum made and entered into as of the 1st day of July, 1991, between the COUNTY OF CHARLES CITY, VIRGINIA, a political subdivision established and existing under the laws of the Commonwealth of Virginia (“County”) and CHAMBERS DEVELOPMENT OF VIRGINIA, INC., a Virginia corporation (“Chambers”) shall provide as follows:

W I T N E S S E T H:

WHEREAS, the County and Chambers have entered into an AGREEMENT FOR USE AND SUPPORT OF A SOLID WASTE DISPOSAL SYSTEM (“Agreement”), dated the 18th day of May, 1988, as subsequently modified by addendums dated December 16, 1988, November 8, 1990 and March 1, 1991 and;

WHEREAS, the County and Chambers desire to make mutually agreed upon changes to the Agreement, as subsequently modified:

NOW, THEREFORE, this Addendum witnesseth that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. TONNAGE AUTHORIZATION

Section II. B. 11. as amended, shall be modified to amend the last paragraph by substituting in its place the following:

Notwithstanding the above limitations, for a period of ninety (90) days, such period to begin on September 1, 1991 or as soon a waste is received under this addendum, whichever first occurs, Chambers may accept for disposal an additional 400 tons per day of ash waste, from each of the following jurisdictions: Stamford, Connecticut, Glen Cove, New York, New Rochelle, New York, Islip, New York, and Essex County, New Jersey, such waste to be delivered in not more than twenty (20) truckloads per day. This provision is effective only after delivery to County of documentation that such waste is not hazardous waste as defined herein. County will be paid \$5.50 per ton for such waste accepted for disposal at the landfill.

II. MISCELLANEOUS

All other terms of the Agreement as previously modified are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum which is effective as of the date and year first above written.

ATTEST:

THE COUNTY OF CHARLES CITY

By: _____

Title: _____

ATTEST:

CHAMBERS DEVELOPMENT OF VIRGINIA, INC.

By: _____

Title: _____

ADDENDUM
TO
AGREEMENT FOR USE AND SUPPORT OF A SOLID
WASTE DISPOSAL FACILITY
BY AND BETWEEN
COUNTY OF CHARLES CITY
AND
CHAMBERS DEVELOPMENT OF VIRGINIA, INC.

THIS Addendum made and entered into as of the 28th day of April, 1992, between the COUNTY OF CHARLES CITY, VIRGINIA, a political subdivision established and existing under the laws of the Commonwealth of Virginia ("County") and CHAMBERS DEVELOPMENT OF VIRGINIA, INC., a Virginia corporation ("Chambers") shall provide as follows:

WITNESSETH:

WHEREAS, the County and Chambers have entered into an AGREEMENT FOR USE AND SUPPORT OF A SOLID WASTE DISPOSAL SYSTEM ("Agreement"), dated the 18th day of May, 1988, as subsequently modified by addenda dated December 16, 1988, November 8, 1990 and March 1, 1991, and July 1, 1991; and;

WHEREAS, the County and Chambers desire to make mutually agreed upon changes to the Agreement, as subsequently modified:

NOW, THEREFORE, this Addendum witnesseth that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Host Fee

Section I, F, 3 shall be modified so that the first paragraph thereof shall read as follows:

In consideration for the lease to operate the Landfill, Chambers will pay to County \$4.40 per ton for every ton of commercial or out of County Solid Waste deposited in the Landfill up to 1,200 tons Solid Waste per day; for every ton of commercial or out of County Solid Waste over 1,200 tons and up to 3,750 tons per day deposited in the Landfill, \$5.50 per ton will be paid to County; for every ton of commercial or out of County Solid Waste over 3,750 tons per day deposited in the Landfill, \$6.00 per ton will be paid to County. No fees shall be due for Solid Waste disposed of pursuant to Section I, G, 2 hereof. (See Section II, Item B, Paragraph

11, which controls the tonnage per day which may be deposited in the Landfill.) In the event the tipping fee increases over the initial rate set by Chambers at the opening of the Landfill, the per ton fee paid to County will increase by 80 percent of the rate of the increase of the tipping fee above the initial rate. In the event such tipping fees decrease, there will be a similar percentage reduction in the host fee, but not below the \$4.40 / \$5.50 / \$6.00 level. The parties agree that such initial rate will be the rate charged for waste from within Virginia, exclusive of from County.

Section I, F, 3 shall be further modified so that the following paragraph will be added to the end of that section:

In addition to the payments set forth above, Chambers covenants and warrants to County that it will cause waste to be disposed of in the Charles City landfill in an amount that averages 2,000 tons per day for so long as it has a waste stream available to it that will reasonably allow for such a disposal rate, while meeting the reasonable minimum disposal rates for its other landfills that might normally accept the same waste. As used in this section, reasonable minimum disposal rate is that rate which will produce income that will reasonably cover the cost of construction and operation of a landfill and provide a reasonable return thereon. Additionally the waste stream to be used for this disposal must be one that, under normal circumstances, would be a candidate for disposal in the Charles City landfill.

II. Cell Construction

Section II, B. 7, shall be modified so that the second paragraph of that section shall read as follows:

The design of the site and the individual cells will be reviewed by County prior to its submission to the State and Chambers will make all reasonable changes requested by County to that design. Additionally, all redesigns and applications for permit revisions will be submitted to County and approved by it prior to submission to VDWM, such approval not to be unreasonably withheld.

III. Tonnage Authorization

Section II, B, 11 shall be modified to read as follows:

Chambers will accept for disposal, on average, up to 5,000 tons of waste per day, six days per week. This limitation may be exceeded in any operating day up to a total of 115 percent, but in no calendar quarter will the tonnage of waste disposed of at the Landfill exceed 5,000 tons multiplied by the number of days in the quarter the Landfill was open. This tonnage limitation will be reduced to an average of 3,750 tons per day (with daily fluctuations of 115 percent) on May 1, 2002.

IV. MISCELLANEOUS

All other terms of the Agreement as previously modified are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum which is effective as of the date and year first above written.

ATTEST:

THE COUNTY OF CHARLES CITY

By: _____

Title: _____

ATTEST:

CHAMBERS DEVELOPMENT OF
VIRGINIA, INC.

By: _____

Title: _____