Disposal Contract

THIS DISPOSAL CONTRACT (the "Contract"), made and entered into this 17th day of August, 2023, by and between the CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY, an authority created under the provisions of the Virginia Water and Sewer Authorities Act, (hereinafter called the "Authority") represented herewith by its duly appointed Chairman of the Board of Directors, Ronald Peters, and ECO-SAFE SYSTEMS, LLC, a Tennessee limited liability company and subsidiary of WASTE MANAGEMENT INC., a Delaware Corporation, duly authorized to conduct business in the Commonwealth of Virginia and the State of Tennessee (hereinafter called "Contractor"), herein represented by William Edward McManus, Area Vice President, Waste Management, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

- 1 The Contractor is hereby granted exclusive rights for the disposal of solid waste generated within the Authority's three (3) transfer stations - Buchanan, Dickenson, and Russell, in accordance with all applicable Federal, State, and local laws and regulations during term of this Contract,
- 2. The Contract Documents shall include the following documents, incorporated and referenced herein as follows:
 - a. Exhibit A General Specifications
 - b. Exhibit B Insurance Requirements
 - c. Exhibit C Contractor's Proposal/Pricing
 - d. Exhibit D Contractor's Letter of Credit
 - Exhibit E Contact Information
 - f. This Instrument
 - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- The initial term if this Contract shall be from October 27, 2023 (the "Effective Date") until October 27, 2026. Upon mutual agreement between the parties the Contract may be extended an additional two (2) years under the same terms and conditions. It is understood that both parties must agree, with written notification, of this extension at least sixty (60) days prior to the expiration date as defined herein. Disposal rates for the two-year extension shall be as detailed in Exhibit C for years 4 and 5.

IN WITNESS WHEREOF, the parties have duly executed this Disposal Contract. Cumberland Plateau Regional Waste Management Authority

BY:	Toby Franklin Edwards NOTARY PUBLIC Commonwealth of Virginia Reg. # 7342993 My Commission Expires 7/31/2
	-E1. 6
The foregoing deed was signed, sworn and acknowledged before me by	LOND EDn this
day of Husu 5+, 2023. My commission expires: 7/3/2024	
Waste Management, Inc. BY: William Edward McManus, Area Vice Promanagement	esident, Waste
COMMONWEALTH OF VIRGINIA.	
COUNTY OFto-wit:	
The foregoing deed was signed, swom and acknowledged before me by	and on this 22 2

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My commission expires:

My Commission Expires March 21, 2026

Expires 7/31/2024

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EXHIBIT A GENERAL SPECIFICATIONS

- 1.0 <u>DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT</u>. As used herein, the following terms shall have the following meanings:
 - 1.1 Authority The Cumberland Plateau Regional Waste Management Authority which includes the geographical area comprised of all of the incorporated and unincorporated areas within each of the Counties which is a "Member" of the Authority Buchanan, Dickenson, and Russell Counties and any County within the State of Virginia adjacent to (having a common boundary with) any Member that may enter into an agreement with the Authority after the date hereof relating to such adjacent County's use of the Authority's Transfer Stations (collectively the "Service Area").
 - 1.2 Construction and Demolition Waste or C&D waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
 - 1.3 <u>Disposal Site</u> -Contractor's Eco-Safe Solid Waste Landfill disposal facility located in Sullivan County, Tennessee, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Solid Waste.
 - 1.4 Excluded Waste any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) can cause substantial damage to Contractor's equipment or facilities, (iii) presents a danger to the health or safety of the public or Contractor's employees, (iv) is or contains Hazardous Waste, industrial waste, liquid waste, Special Waste that has not been profiled and pre-approved by Contractor, untreated medical waste, (v) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vi) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources, (vii) is or contains batteries or fuels, (viii) is or contains motor oil or paint, (ix) is or contains televisions, (x) is or contains batteries, (xi) is or contains florescent light bulbs, (xii) is or contains white goods, (xiii) is or contains treated/decharacterized wastes, (xiv) is or contains any whole tires, (xivi) is or contains sludge, and/or (xivii) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by the Tennessee Department of Environment and Conservation or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Excluded Waste shall remain with the generator all times. Contractor has no obligation to accept, transport, process or dispose of any Excluded Waste.
 - 1.5 Garbage. Waste materials consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all small dead animals (excluding Offal Waste) and large animals (excluding Offal Waste), such as livestock, deer, etc. which large animals are limited to three carcasses or less per load so long as such disposal does not cause the violation of any applicable permit, condition, legal or regulatory requirement.
 - 1.6 <u>Rubbish.</u> Nonputrescible waste materials (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
 - 1.7 <u>Solid Waste</u> all non-hazardous Garbage, Rubbish, Yard Waste and/or C&D that is collected and/or transported by the Authority or its authorized agents that can legally be received at the Disposal Facility. The term "Solid Waste" or "Waste" specifically excludes Excluded Waste.
 - 1.8 Yard Waste any vegetative matter resulting from private landscaping or regular yard maintenance, including, but not limited to, tree limbs, branches, yard debris, bagged grass clippings and bagged leaves, excluding items over six (6) feet long.

- 2.0 <u>DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT</u>. As used herein, the following terms shall have the following meanings:
 - 2.1 <u>Hazardous Waste</u> (excluded from this Contract)— Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
 - 2.2 Offal Waste (excluded from this Contract)—Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
 - 2.3 Special Waste (excluded from this Contract)— Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste must be profiled and preapproved in writing by Contractor before it can be delivered to the Disposal Facility. Special Waste includes, but is not limited to:
 - (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from wastewater treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (1) ash, sludge, whole tires and powders.

3.0 SCOPE OF WORK

- 3.1 General. The work under this Contract shall consist of disposing of all Solid Waste transported by the Authority's agent to Eco-Safe's Landfill in Blountville, TN in accordance with and subject to the terms and conditions of this Contract.
- 3.2 Work Not Covered By Contract. The work under this Contract does not include transportation from the Authority's Transfer Stations and/or disposal of Hazardous Waste, Offal Waste, Special Waste nor Excluded Waste materials.

4.0 GENERAL PROVISIONS

4.1 Hours of Operation

Disposal of Solid Waste shall be in accordance with normal operating hours (6:30 am to 4:30 pm Monday through Friday) of the Disposal Site. Exceptions to operation hours shall be affected only upon the mutual agreement of the Authority and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete disposal due to unusual circumstances. If the Contractor has an interruption in accepting Solid Waste during the agreed upon hours, contractor agrees to immediately notify the Authority's Executive Director of the interruption. Contractor will make reasonable efforts to allow the Authority and its agents to unload in a timely manner. The Authority's Executive Director and Contractor will make reasonable efforts to coordinate hours of operation for delivery under special circumstances, emergencies or unexpected delays at the landfill to allow the Authority to be in compliance with state and federal requirements.

4.2 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor or the Authority may decide to observe any or all of the above-mentioned holidays by suspension of disposal service on the holiday.

- 4.3 Office The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Authority's area. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular days of operation.
- 4.4 <u>Disposal</u> The Authority will use the Eco Safe Sanitary Landfill, directly or via Cumberland Plateau Transfer Stations, for the disposal of all the Authority's Solid Waste delivered to the Authority's Transfer Stations in accordance with the terms and provisions of this Contract.
- 4.5 <u>Delivery</u> All Solid Waste will be delivered by an agent of the Authority. During the term of this Contract, the Authority and its authorized agents shall have a license to enter the Disposal Facility for the limited purpose of, and only to the extent necessary for, off-loading Solid Waste at the location and in the manner directed by Contractor. Except in an emergency, or at the express direction of Contractor, the Authority's personnel or its agents shall not leave the immediate vicinity of their vehicle. After off-loading the Solid Waste, the Authority's personnel or its agents shall promptly leave the Disposal Facility. Under no circumstances shall the Authority's personnel or its agents engage in any scavenging of waste. Contractor may refuse to accept Solid Waste from, and shall deny an entrance license to, any of the Authority's personnel or its agents whom Contractor believes is under the influence of alcohol or other chemical substances.
- 4.6 Point of Contact All dealing, contacts, etc., between the Contractor and the Authority shall be directed by the Contractor to the Authority's point of contact specified in the applicable Exhibit E, and, by the Authority to the Contractor's General Manager or Operations Manager.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.1 <u>Disposal Rates (Exhibit C)</u> The prices to be paid by the Authority for the disposal of Solid Waste from all Cumberland Plateau Transfer Stations at the Disposal Site shall be as shown on Exhibit C.
- 5.2 Modification to Rates The fees in Exhibit C which may be charged by the Contractor for the first and subsequent years of the term under this Contract shall be effective October 27 annually.
- 5.3 Contractor Billings to Authority The Contractor shall bill the Authority for Solid Waste disposal services rendered to the Authority once a month and will be issued within ten (10) days following the end of the month and the Authority shall pay the Contractor within 60 days of invoice date. Such billing and payment shall be based on the price rates and schedules set forth in Exhibit C. Number of tons deposited for disposal shall be determined by the Eco-Safe Landfill tickets and stored tare weight at Eco-Safe Scale House of which Contractor agrees to provide verification and inspection by Authority upon Authority request and as the Authority deems necessary. Payments not made by the Authority on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a).

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Authority on the subject.

7.0 RISK ALLOCATION AND INDEMNITY

7.1 Authority shall be responsible for any and all claims for personal injuries or death, or the loss of life or damage to property to the extent caused by the Authority's negligence or acts of willful misconduct or those of its contractors or agents. The Contractor shall indemnify and hold harmless the Authority and it's member counties, officers, agents, servants and employees from and against any and all suits, actions, legal proceedings claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract. In addition, the Contractor on account of damage to property or personal injury, including death, arising through operations under this Contract, the Contractor agrees to indemnify the Authority and it's member counties against any expense, liability or payment damage for property or personal injury, including death and injuries to the Contractor's

employees, to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract, including the use by the Contractor of equipment or facilities furnished by the Authority.

7.2 Contractor has the right to refuse or reject after acceptance any waste materials load delivered under this Contract that contains Excluded Waste delivered to the Disposal Facility. Contractor shall promptly give notice to the Authority upon the discovery of any Excluded Waste after delivery of a waste materials load, so that the Authority can arrange for the transport and disposal of such Excluded Waste in accordance with applicable federal, state or local laws or regulations. In the event any Excluded Waste is not discovered by Contractor before it is disposed of in Contractor's landfill, Contractor may, upon notification and approval of the Authority's Executive Director, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Authority shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Authority's providing all such reasonable assistance to Contractor, Contractor shall release Authority from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Authority. If Contractor rejects a load that is not in violation of acceptable waste, Contractor will pay additional costs the Authority incurs as a result.

8.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the State.

9.0 FORCE MAJEURE

Except for Authority's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, acts of war, epidemics, pandemics, and the inability to obtain labor, materials or equipment due to the foregoing circumstances, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

10.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Authority's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor. In the event Contractor sells operations to a person or entity, Conractor shall ensure the same terms and conditions will be assumed by the purchaser including the same or lower total disposal fees.

11.0 TITLE TO WASTE

Title to Solid Waste delivered by the Authority shall pass to the Contractor when accepted by Contractor's landfill. Prior thereto, title to the Solid Waste shall be in, and all risks and responsibilities theretofore shall be borne by the Authority. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.1 In the event of a failure by Contractor to perform any material provision of this Contract, the Authority shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Authority may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Authority so notifies Contractor in writing of such termination action. At such time, Authority shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs, Authority, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by this Contract. Except for such right, following any such termination and the final payment from the Authority to the Contractor, neither party shall have any

further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

- 12.2 In the event of a failure by Authority to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Authority along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if Authority has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Authority in writing of such termination action. At such time, Authority shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Authority to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.
- 12.3 Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- 12.4 In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

13.0 MISCELLANEOUS TERMS

- 13.1 No intellectual property (IP) rights in any of Contractor's IP are granted to Authority under this Contract.
- 13.2 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 13.3 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 13.4 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 13.5 This Contract shall be interpreted and governed by the law of the Commonwealth of Virginia and jurisdiction and venue for any litigation commenced under this contract shall lie in the Twenty-ninth (29th) Judicial District of the Commonwealth of Virginia or the United States District Court for the Western District of Virgina for federal court.
- 13.6 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

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[Signatures on first page]

EXHIBIT B

Workers' Compensation

Coverage A

Statutory

Coverage B - Employers Liability

\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage

\$3,000,000

Combined - Single Limit

Coverage is to apply to all owned, non-owned, hired and

leased vehicles (including trailers).

Pollution Liability Endorsement

MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined - Single Limit

\$2,500,000 each occurrence \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Authority. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Authority's request, Contractor shall furnish Authority with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Authority; (ii) shall show Authority as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Authority (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Authority. In addition, the following requirements apply to the required Commercial General Liability policy:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Authority herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C CONTRACTOR'S PROPOSAL/PRICING

Disposal Rates (all Transfer Stations) includes annual price increase 4%

Year 1 (October 27, 2023-October 27, 2024)	\$27.00 / Ton
Year 2 (October 27, 2024-October 27, 2025)	\$28.08 / Ton
Year 3 (October 27, 2025-October 27, 2026)	\$29,20 / Ton
If 2 year Extension is Agreed Upon	
Year 4 (October 27, 2026-October 27, 2027)	\$30.36 / Ton
Year 5 (October 27, 2027-October 27, 2028)	\$31.57/ Ton

EXHIBIT D CONTRACTOR'S LETTER OF CREDIT

To be provided by Contractor.

EXHIBIT E CONTACT INFORMATION

Authority:

Toby Edwards, Executive Director Cumberland Plateau Regional Waste Management Authority 137 Highland Drive P.O. Box 386 Lebanon, Virginia 24266 Phone: (276) 833-5403 Cell (276) 698-3414

Contractor:

Steven Clark, Sr. District Manager Eco-Safe Systems, LLC d/b/a Waste Management 385 Harr Lane Blountville, Tennessee 37617 Phone: (615) 477-6223

Justin Rodda, District Manager Eco-Safe Systems, LLC d/b/a Waste Management 385 Harr Lane Blountville, Tennessee 37617 Phone: (423)361-8047