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SOLID WASTE TRANSPORTATION CONTRACT

THIS AGREEMENT is made and entered into this the 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 "Authority") and CUSTOM ECOLOGY, INC., a Delaware corporation, authorized to conduct business in Virginia (hereinafter called "CEI").

WHEREAS, the Authority desires to engage an independent contractor to provide professional services of operating a solid waste transportation system for transportation of all of the solid waste generated within the Authority's region and delivered to the Authority's three (3) solid waste transfer stations and such other sites as may be designated and operated by the Authority to the Eco-Safe Sanitary Landfill (Eco-Safe Systems, LLC, a subsidiary of Waste Management, Inc.) for disposal, and has found that it is exempt from obtaining competitive sealed bids and has issued a Request for Proposal for Provision of Solid Waste Transportation Services date April 27, 2023 for a Contract Date of October 27, 2023 (The "RFP") for competitive negotiation;

WHEREAS, CEI desires to provide such transportation services for the Authority and has submitted its Proposal in response to the RFP.

WHEREAS, the Authority has selected CEI and desires to engage CEI to perform such transportation services all in accordance with and subject to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the Authority and CEI, each intending to be legally bound, agree as follows:

1.00 DEFINITIONS

1.01 Eco-Safe Sanitary Landfill – The Authority's designated sanitary landfill will be Eco-Safe Solid Waste disposal facility located in Sullivan County, Tennessee.

1.02 Cumberland Plateau Region – The geographic area comprised of all of the incorporated and unincorporated areas within each of the Counties which is a Member of the Authority, and any County in 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 Cumberland Plateau Transfer Stations.

1.03 Cumberland Plateau Solid Waste – Any Solid Waste as defined herein generated within the Cumberland Plateau Region.

1.04 Cumberland Plateau Special Waste – Any Special Waste as defined herein generated within the Cumberland Plateau Region.

1.05 Cumberland Plateau Transfer Stations – The three (3) Solid Waste transfer stations or other stations or sites operated by the Authority and located in the Cumberland Plateau Region Counties of Dickenson, Buchanan, and Russell for acceptance, transfer, transportation, and unloading of Cumberland Plateau Solid Waste to the Eco-Safe Sanitary Landfill in accordance with the terms and provisions of this Agreement, or such other sanitary landfill as may be designated by the Authority. Should the Authority designate another landfill, the parties shall re-negotiate the transportation costs.

1.06 Governmental Approvals – All permits, licenses and approvals required for the transportation to and/or disposal of Cumberland Plateau Solid Waste at the Eco-Safe Sanitary Landfill.

1.07 Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or by any State having jurisdiction to be “hazardous” as that term is defined by or pursuant to federal or state law.

1.08 Members – The Counties of Russell, Buchanan and Dickenson, Virginia.

1.09 Non-Conforming Wastes – Any waste excluded from the definition of Solid Waste as provided in Section 1.12 and any Special Waste which has not been approved by Eco-Safe and, if required, by any governmental agency having jurisdiction.

1.10 Service Commencement Date – October 27, 2023.

1.11 Solid Waste – Any garbage, trash, rubbish, brush and other waste material allowed under the Governmental Approvals issued for the operation of the Advanced Disposal Eco Safe Systems Sanitary Landfill to be disposed of at the Eco-Safe Sanitary Landfill but excluding (a) any Hazardous Waste, (b) asbestos and (c) any other material not allowed under any of the Governmental Approvals issued with respect to the operation of the Eco-Safe Sanitary Landfill or pursuant to applicable laws and regulations.

1.12 Special Waste – Any Solid Waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by Eco-Safe Systems, LLC or requires approval from any State agency and/or Eco-Safe Systems, LLC. Examples of such Special Waste types may include, but are not limited to: fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill.

1.13 Transportation Fee – The amount set forth in Section 7.00 hereof, as adjusted, charges by CEI for the performance of transportation services hereunder.

1.14 Ton – 2,000 pounds.

2.00 SCOPE OF SERVICES

Subject to the terms and conditions hereof and the performance of the Authority's agreements and duties hereunder, CEI shall furnish all labor and at least five (5) tractors, twelve (12) trailers, three (3) yard tractors and/or all equipment or material necessary to provide Cumberland Plateau Solid Waste Transportation services from such three (3) Cumberland Plateau Transfer Stations to the Eco-Safe Sanitary Landfill from and after the Service Commencement Date in accordance with and subject to the terms and conditions of this Agreement. CEI will not have a minimum tonnage on the amount of waste placed into each of the transport trailers hauling from the three (3) Cumberland Plateau Transfer Stations to the Eco-Safe Sanitary Landfill, however it is understood that the Authority will maximize load volumes within legal limits in order to ensure efficiencies in transportation systems nor will a charge be placed on the Authority for not meeting a minimum tonnage. The Authority agrees to not load more waste into the transport trailers than the allowable by the Federal Department of Transportation and State Department of Transportation.

3.00 CUMBERLAND PLATEAU SOLID WASTE TRANSPORTATION SERVICES

3.01 Acceptance and Loading of Solid Waste; Load Limits – The Authority will accept all Cumberland Plateau Solid Waste delivered to the Cumberland Plateau Transfer Stations. The Authority shall not accept any Non-Conforming Wastes at the Cumberland Plateau Transfer Stations. The Authority will promptly load, all Solid Wastes accepted at the Cumberland Plateau Transfer Stations into CEI collection trailers for transportation to and unloading of waste into the Eco-Safe Sanitary Landfill. The Authority will use its best reasonable business efforts to load each collection trailer to its maximum legal capacity per load or such lesser weight per load as is mutually acceptable to both parties subject in all events to any maximum vehicle weight limits imposed by applicable law. Under this agreement, CEI will not impose a minimum capacity per load upon the Authority.

3.02 Compliance – The Authority will conduct operations with respect to each of the Cumberland Plateau Transfer Stations in accordance with all applicable federal and state laws, rules and regulations, and the terms and conditions of all permits, licenses and approvals issued for the operation of the Cumberland Plateau Transfer Stations.

3.03 Inspection – The Authority may, on a reasonable basis as the Authority deems necessary, make inspections of the CEI records during normal business hours, however, such inspections shall be made only by authorized employees or agents of the Authority.

3.04 Transportation – From and after the Service Commencement Date, CEI shall transport all Cumberland Plateau Solid Waste and Cumberland Plateau Special Waste (approved for disposal by Eco-Safe Sanitary Landfill pursuant to Section 1.12 hereof) accepted at each of the Cumberland Plateau Transfer Stations, directly to the Eco-Safe Sanitary Landfill as agreed upon in the RFP.

3.05 Use of Cumberland Plateau Transfer Stations and Eco-Safe Sanitary Landfill – The Authority will use the Eco-Safe Sanitary Landfill, directly or via Cumberland Plateau Transfer Stations, for disposal of all Cumberland Plateau Solid Waste and such approved Cumberland Plateau Special Waste delivered to the Cumberland Plateau Transfer Stations from and after the Service Commencement Date in accordance with the terms and provisions of the Authority and Eco-Safe/Waste Management Solid Waste Disposal Agreement, as amended, between the Authority and Eco-Safe Systems, LLC. In the event that the Eco-Safe Sanitary Landfill becomes unavailable for the disposal of Cumberland Plateau Solid Waste during the term of this Agreement, the Authority (or its subcontractor, if applicable) will negotiate with CEI with respect to any necessary adjustment to the Transportation Fee to reflect any increased or decreased costs of transportation as a result of such Eco-Safe Sanitary Landfill becoming unavailable. The Authority will also use its best efforts to enter into Agreements with each Member, each municipality located within the limits of each Member and each generator and commercial hauler of any Cumberland Plateau Special Waste (approved for disposal by Eco-Safe Systems, LLC pursuant to Section 1.12 hereof) for their use of the Cumberland Plateau Transfer Stations for the disposal of all Cumberland Plateau Solid Waste and Cumberland Plateau Special Waste collected and/or generated by such Member, municipality, generator or commercial hauler from and after the Service Commencement Date and throughout the initial and any and all renewal terms of this Agreement (the ‘Use Agreements’). It is contemplated that pursuant to the Use Agreements such Members and municipalities would agree, among other things, to continue or implement waste collection systems or take such other action allowed by applicable law to utilize the Authority and its Cumberland Plateau Transfer Stations for all Cumberland Plateau Special Waste generated within the jurisdiction of the Members and such municipalities.

3.06 Transportation Operations and Holidays – The following shall be holidays for purposes of this Agreement:

Hours of Operation-Any time restrictions shall be affected only upon the mutual agreement of the Authority’s Executive Director and CEI owner or agent.

Holidays- CEI shall specify holidays to be observed subject to the Authority’s personnel’s approval. The following Holiday’s are observed by the Authority and its landfill- New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Office- CEI shall maintain an office or such other facilities through which it can be contacted. 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. Monday through Friday/on regular collection days to handle complaints as needed.

The Authority or its member counties may decide to observe any or all of the above-mentioned holidays by suspension of transportation services on the holiday. The Authority or its member counties will give CEI advance notice of the Authority's or Eco-Safe's observance of any holiday and the Authority may also suspend its transfer station operations on such observed holiday.

Service Delivery- If CEI is unable to perform the duties under this agreement, the Authority's personnel has the right and privilege to secure another service provider and CEI will be responsible for any additional costs incurred.

3.07 Title – Title to, and liability for, Solid Waste transported by CEI shall pass to CEI immediately upon CEI's acceptance of same. Acceptance by CEI shall be defined as the loading of the Solid Waste into CEI's hauling trailers by the Authority. Title to and liability for the Solid Waste under this Agreement shall remain with CEI until they deliver same, and it is accepted by, Eco-Safe under their Disposal Contract with the Authority. Title to and liability for Non Conforming Wastes shall remain with the Authority and shall never pass to CEI or Eco-Safe sanitary landfill.

3.08 Special Waste – Where requested by the Authority or Eco-Safe landfill, the Authority shall assist CEI or its landfill in identifying each generator of Cumberland Plateau Special Waste and shall also require each generator of Cumberland Plateau Special Waste, in addition to any label, marking, manifest or other such documentation required by any applicable law, regulation or permit, to provide the Authority and Eco-Safe's landfill, in advance of any shipment of Special Waste, a representative sample of the Special Waste to be transported (if applicable) and disposed of by the Authority's Landfill, and a detailed written physical and chemical description or analysis of the Special Waste including, without limitation, a listing of unique characteristics significance to the handling of such Special Waste ("Waste Characterization Data Sheet" or "WCDS"). The Authority shall promptly furnish to CEI and its landfill any information regarding known, suspected or planned changes in composition of any such Special Waste and the Authority shall accordingly update the WCDS. The Authority warrants that all Special Waste specified in a WCDS and accepted at any Cumberland Plateau Transfer Station shall conform to the description set forth on the WCDS. Such Special Waste shall not be received at the Cumberland Plateau Transfer Stations or delivered to the Eco-Safe's Landfill for transportation and disposal until such WCDS and representative sampling are analyzed and approved by the Authority and Eco-Safe. The Authority and its landfill shall have the right to reject loads of bulky Special Wastes if in landfill's judgment such loads would disrupt any normal operating procedures.

4.00 EFFECTIVE DATE

This Agreement shall be effective upon the execution of this Agreement by the Authority and CEI, and performance of transportation services by CEI. hereunder shall commence in the Service Commencement Date in accordance with the terms and conditions of this Agreement section 1.10.

5.00 INDEMNITY

5.01 Indemnity by the CEI, Inc. – Custom Ecology, Inc. and its subcontractors will indemnify and save harmless the Authority from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by CEI or its subcontractors to the extent resulting from (a) any breach by the Authority of any of its agreements hereunder, and (b) any negligent act or omission of CEI, its employees or agents in the performance of transportation services under this Agreement; provided, however, that CEI or its subcontractors shall not be obligated to indemnify the Authority from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of the Authority or of any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach by the Authority of any of its agreements hereunder.

5.02 Indemnity by Authority – To the extent permitted by law, the Authority will indemnify and save harmless Custom Ecology, Inc. and its subcontractors from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by CEI to the extent resulting from (a) any breach by the Authority of any of its agreements hereunder, and (b) any negligent act or omission of the Authority or any of its officers, agents, servants, employees or contractors; provided, however, that the Authority shall not be obligated to indemnify CEI from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of CEI or of any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach CEI of any of its agreements hereunder.

6.00 TERM

This Agreement is for an initial term beginning on the date of execution of this Agreement and shall remain in full force and effect from and after the date hereof until the expiration of a period of five (5) years from then and after the Service Commencement Date. Upon mutual agreement by the parties the Contract may be extended in additional five (5) year extensions 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. Rates must be agreed upon by both parties.

7.00 BASIS AND METHOD OR PAYMENT/ADJUSTMENTS

7.01 Base Price and Transportation Fees Per Ton – For Cumberland Plateau Solid Waste transportation services rendered hereunder, CEI will charge the Authority and the Authority will pay to CEI, without set-off or deduction, the transportation fee specified on Exhibit A hereto, as adjusted in accordance with the terms and provisions herein, for

each Ton of Cumberland Plateau Solid Waste or Special Waste transported by CEI at the Cumberland Plateau Transfer Stations for transportation hereunder. The tons transported will be determined by the Eco-Safe's Landfill tickets and stored tare weight at Eco-Safe Scale House of which verification will be afforded to the Authority as it deems necessary. The Transportation Base Rate per ton Fee, under this agreement shall be set at \$22.31 per ton for Buchanan County, \$22.04 per ton for Dickenson County and \$20.27 per ton for Russell County. Following the commencement of the second year and each subsequent year after the Service Commencement Date the base rate will increase as agreed upon by both parties in exhibit A hereto.

7.02 Custom Ecology Inc. Billings to Authority – CEI will invoice the Authority on a monthly basis on or before the tenth (10th) day each month for all transportation services rendered during the preceding calendar month and the Authority will remit payment for each invoice without set-off or deduction to CEI within 30 calendar days of the date of such invoice. Such billing shall be based on the Transportation Fees as adjusted pursuant herein.

8.00 INSURANCE

The Authority and CEI shall each maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. Before commencement of work hereunder, CEI will furnish the Authority with certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

The Authority and CEI shall each carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence

Liability

Excess Umbrella Liability

\$5,000,000 each occurrence

As an alternative to the above, CEI may insure the above public liability and property coverages under any plan or plans of self-insurance approved by the State of Virginia. The coverages may be provided by CEI, Inc., a Delaware corporation, or any other corporation affiliated with CEI.

9.00 DEFAULT

Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach and the party breaching shall have failed to commence to cure such breach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement.

10.00 MISCELLANEOUS

10.01 Transferability – No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Authority without the express prior written consent of CEI or by CEI without the express prior written consent of the Authority, except that CEI without consent of the Authority may assign and delegate any of its rights and obligations under this Agreement or subcontract the performance of any services to be rendered hereunder to any corporation or other entity which controls, or is controlled by , or under common control with CEI.

10.02 Liquidated Damages – Work shall be completed in a prompt, lawful, and professional manner and in accordance with the terms of this agreement. In addition to any other remedy contained herein, it is understood that the Authority may deduct from payment due or to become due to CEI amounts as liquidated damages upon proof of any of the following occurrences by CEI. Said right and exercise thereof does not preclude the Authority from any damages to which it would otherwise be entitled. Failure of CEI to fulfill certain aspects of this agreement shall carry monetary penalties as payments due to the Authority as follows:

- A) Failure to provide on-request service within 24 hours-\$500/trailer/incident;
- B) Failure to deliver empty trailer(s) at time of scheduled haul or pickup-\$500/day/container;
- C) Failure to maintain secure loads of materials, and allowing materials to fall out or blow out of transport containers being hauled onto State, City or County roads-\$500/incident;
- D) Failure to respond to and resolve complaints within a 24 hours- \$1,000/incident;

E) Failure to provide the agreed upon tractors, trailers and yard trucks that impedes the Authority's ability to manage its solid waste-\$1,500/incident.

10.03 Force Majeure – Except for the Authority's obligation to pay CEI for services rendered hereunder in accordance with the terms and provisions of Section 7.00 hereof, the obligations of the Authority and CEI hereunder are subject to and excused in the event of the occurrence any contingency beyond its reasonable control including, without limitation, (i) strikes, riots, wars, acts of God, (ii) governmental orders, decrees and regulations, including, without limitation, if CEI is for any reason delayed or barred by governmental of judicial action with respect to the construction or operation or CEI.

10.04 Severability – In case of any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added as part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.

10.05 Cumulative Remedies – All rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver or any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

10.06 Independent Contractor; No Agency – CEI will act hereunder as a contractor and not as an agent of the Authority. Similarly, the Authority is not an agent of CEI or empowered or authorized to obligate CEI in any way.

10.07 Performance Bond or Letter of Credit – CEI will furnish a performance bond or Letter of Credit to the Authority in the amount of 100% of the estimated cost of three (3) months of transportation services hereunder determined by the initial Transportation Fee as provided in Section 7.00 hereof. With respect to any default by CEI hereunder, the Authority's sole remedy with respect thereto shall be to exercise its rights under such performance bond or Letter of Credit.

10.08 Entire Agreement – This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement

shall not be modified, altered, changed or amended unless in writing and signed by both parties following the first initial calendar year and in conformance with applicable procurement laws.

10.09 Choice of Law-This Agreement shall be interpreted and governed by the Laws of the Commonwealth of Virginia and jurisdiction and venue for any litigation commenced under this Agreement shall lie in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Authority and Advanced Disposal have entered into this Agreement (triplicate counterpart originals) on the day and year first above written.

Cumberland Plateau Regional Waste Management

Authority

BY: [Signature]
Ronald P, CPRWMA Chairman

COMMONWEALTH OF VIRGINIA,
COUNTY OF Russell, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by Toby F. Edwards, on this 17th day of August, 2023.

My commission expires: 7/31/2024

[Signature]
NOTARY PUBLIC

Toby Franklin Edwards
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7342993
My Commission Expires 7/31/2024

Custom Ecology, Inc.

BY: [Signature]
TITLE: PRESIDENT / CEO

STATE OF Louisiana
COUNTY OF Winnston, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by [Signature], on this 15th day of August, 2023.

My commission expires: [Signature]

[Signature]


EXHIBIT A TO SOLID WASTE TRANSPORTATION AGREEMENT

Transportation Fee under Section 7.00 from the following Cumberland Plateau Transfer Station to the Eco-Safe Landfill

Base Price Per Ton for Year One is as follows:

Buchanan County Transfer Station: \$22.31 Ton

Dickenson County Transfer Station: \$22.04 Ton

Russell County Transfer Station: \$20.27 Ton

An annual three percent (3%) CPI increase shall be applied to the base rate after year one and each year thereafter.

Fuel Surcharge Per Ton Per County:

Buchanan County Transfer Station: Fuel surcharge will be \$3.13 for every \$0.10 Diesel Fuel increases above \$3.13 per gallon for each ton hauled from Buchanan County.

Dickenson County Transfer Station: Fuel surcharge will be \$3.13 for every \$0.10 Diesel Fuel increases above \$3.13 per gallon for each ton hauled from Dickenson County.

Russell County Transfer Station: Fuel surcharge will be \$1.86 for every \$0.10 Diesel Fuel increases above \$3.13 per gallon for each ton hauled from Russell County.

The above Transportation Fee shall be adjusted in accordance with the terms and provision of this Agreement. *(Please see exhibit B)*

ATTEST: CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY

By: *[Signature]*

Title: Chairman

By: *[Signature]*

Title: Vice-Chairman

ATTEST:

By: *[Signature]*

Title: CEO

CUSTOM ECOLOGY, INC

By: *[Signature]*

Title: PRESIDENT/CEO

