

**USER AGREEMENT
FOR
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the 17th day of January, 2024 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as "Users," and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as "Authority."

ARTICLE I – BASIC INTENT AND PURPOSE

1. This Agreement is entered into as authorized by the Virginia Water and Waste Authorities Act, Va. Code Ann. § 15.2-5100 *et seq.* (hereinafter the "Act").
2. The Authority has all the powers, rights and duties as described in the Act and as specified in its Articles of Incorporation and may exercise the same in the performance of its functions as set out in the Act.
3. The purposes for which the Authority was created are to acquire, purchase, lease as lessee, construct, reconstruct, improve, extend, operate, maintain and finance a Garbage and Refuse Collection and Disposal System, as that term is defined in the Act, within, without, or partly within and partly without the Counties of Buchanan, Dickenson and Russell, Virginia.
4. The Authority, subject to the terms and conditions hereinafter set out, desires to maintain a safe, sanitary and environmentally sound Disposal System (hereinafter defined) and for and by such Disposal System to accept and dispose of the Disposable Solid Waste (as the term is defined herein, and hereinafter referred to as DSW) of the Users.
5. The Users, subject to the terms and conditions hereinafter set out, desire to use the Authority's Disposal System for the disposal of DSW generated within, collected by, or otherwise under the control of the User.

6. The Disposal System shall be established, operated and maintained in accordance with the Authority's Plan of Operation, attached hereto and made a part hereof, which is intended to be effective upon the date of execution of this Agreement, and which may be amended by the Authority from time to time.

ARTICLES II – DEFINITIONS

1. Disposable Solid Waste (hereinafter DSW) – Any Solid Waste other than Hazardous Waste, specifically including Processible Solid Waste, Special Waste (approved, as set forth in the Plan of Operation) and Non-Processible Solid Waste (as such terms are defined in the Plan of Operation).
2. Disposal System – All those facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those designed to accomplish recycling and/or volume waste reduction by methods other than DSW; and the land, structures, vehicles and equipment for use in connection therewith.
3. Hazardous Waste – a Solid Waste or combination of 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 improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as “hazardous” by State or Federal agencies (including the United States Environmental Protection Agency) with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.
4. Non-Conforming Waste – (a) Any waste excluded from the definition of Solid Waste and (b) Special Waste (as defined in the Plan of Operation) which has not been approved by the Authority.
5. Plan of Operation – A plan adopted by the Authority, as amended or supplemented, setting forth the types of material acceptable to the Authority for

disposal, the times and places where material will be received by the Authority, the methods of collecting fees charged by the Authority for disposal service, and such other information as will describe operational procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System. The Plan of Operation shall be marked as Exhibit "A" and incorporated by reference into this User Agreement. Said Plan of Operation shall be subject to annual review at the same time this User Agreement is subject to annual review. If any changes are made to the Plan of Operation by the parties, such changes shall also be subject to the approval of the Department of Environmental Quality.

6. Solid Waste – Any garbage, trash, brush, refuse, sludge (as defined in the Plan of Operation) and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does not include: (i) solid and dissolved materials in domestic sewage; (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to permit from the State Water Control board; (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended; (iv) to the extent such Solid Waste is transported from the Transfer Stations to any landfill operated by an entity other than the Authority, and other materials not allowed under the permits, licenses and approvals relating to such landfill; or (v) asbestos.
7. Tipping Fee – The charge made by the Authority for the disposal of DSW (as set forth in the Plan of Operation). The Tipping Fee shall be calculated by determining the total of: (a) the disposal fee charged by any landfill operator with whom the Authority may contract for the ultimate disposal of any Solid Waste delivered hereunder; (b) the amount of principal premium, if any, and interest or any other amounts due, or to become due, with respect to any indebtedness of the Authority or required to avoid a default with respect to such indebtedness; and (c) all expenses of the Authority relating to the operation and maintenance of the Disposal System as per the line item budget approved annually by the Authority Board, excluding administrative costs defined below) including any reserves

required by Authority. This amount shall be divided by the tonnage projected to be received to derive a cost per ton to be charged for use of the Disposal System. The tipping fee is the same for all three member counties per the components of this paragraph. However, transportation costs for each member county is determined by mileage from the county's transfer station to the landfill. The cost per mile will be uniform for each county with only the actual mileage varying. The Authority will invoice each county separately for its transportation costs. The parties agree to annually review the component costs making up the tipping fee and transportation costs to make appropriate annual adjustment to said tipping fee and transportation costs (costs per mile). The annual adjusted tipping fee and transportation costs are subject to the approval of the Board of Supervisors of each of the Users and the Board of the Authority. Once the User Agreement is approved either initially or upon subsequent annual reviews, said approved User Agreement shall be binding on all the parties. It is acknowledged by all the parties that the landfill charge is based on a five year contract that is procured pursuant to 15.2-5136. The parties further acknowledge that the Authority is contractually bound by this five year contract in regard to the landfill charge and bound by another contract for transportation charges. The parties agree that such contracts are binding upon the Authority and **while in effect restrict the Authority's ability to make any adjustments to landfill contract costs and transportation contract costs.** However, the parties further agree that the contract for access to the landfill and the contract for transportation services to transport the solid waste from the transfer stations to the landfill are subject to review and approval of the Board of Supervisors of the three Users.

8. Administrative Fee—The Authority has administrative costs that include items in the current Authority fiscal line item budget as approved by the Authority Board. These costs include, but are not limited to, IT support, bookkeeping costs, salary and fringe benefits of Authority employees, legal costs, office rental, and VACO insurance. The Authority will present its proposed line item annual budget for the upcoming year to the member County Administrators annually on or before

March 15 to be included in each County Board of Supervisor's next monthly meeting agenda for review and approval .

The total monthly administrative costs of the Authority shall be divided equally among the Users and paid through monthly invoices submitted to the Users by the Authority.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on or about **July 1st, 2024**. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of one (1) year. Prior to the end of the one-year term, any further extensions must be approved by the Board of Supervisors of each of the User and the Authority Board annually.

ARTICLE IV – DELIVERY CONDITIONS

1. The Users hereby agree to deliver or cause to be delivered to the Disposal System in accordance with the Plan of Operation substantially all (at least 95 percent per year) of the DSW which is generated or collected by or within or under the control of each of the Users from the effective date of this Agreement. Each of the Users will also use best efforts to enter into contractual agreements with each locality, generator and commercial hauler of DSW in their respective counties for their use of the Disposal System.
2. Subject to the terms and conditions of this Agreement and the Plan of Operation, the Authority hereby agrees to receive and accept all DSW delivered to the Disposal System by each of the Users after the effective date of this Agreement and throughout the remaining term of this Agreement.
3. The Authority shall provide one or more Transfer Stations to each of the Users for the disposal of DSW. The location of all Transfer Stations shall be specified in the Plan of Operation. The Authority shall have the right to designate a separate point or points of delivery for any grades or categories of DSW which in its opinion require special handling or methods of disposal.
4. The Users hereby agree not to build or, to the extent of their legal authority, allow to be built any facilities that would compete with the Disposal System during the duration of the term of this Agreement.

**ARTICLE V – CHARGES AND FEES FOR USE OF
AUTHORITY DISPOSAL SYSTEM**

1. The Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. . Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.
2. The Authority shall invoice each User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset within Thirty (30) days of the date of the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of malfunction of the Authority's weighing scales or other measuring device, an estimate of the amount of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.
4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.
5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the

Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

ARTICLE VI – TITLE TO SOLID WASTE; LIABILITY FOR SOLID WASTE

1. Title to all DSW delivered to the Disposal System by each of the Users shall pass to the Authority when recorded by the Authority's weighing scales or other measuring devices at the Authority's facilities, **EXCEPT** that title to Hazardous Waste and Non-Conforming Waste shall not vest or pass to the Authority, even if Hazardous Waste and Non-Conforming Waste is delivered to and unknowingly accepted by the Authority. Inoperability or unavailability of the Authority's measuring devices shall not alter the transfer of title to DSW delivered to and accepted by the Authority.
2. In the event that Hazardous Waste is inadvertently or unknowingly delivered to and/or accepted by the Authority, it is understood and agreed between the parties that liability for any environmental contamination, adverse effects, penalties or damages resulting from, and necessary costs of correction, may be imposed upon the Users by any regulatory bodies with adequate jurisdiction.

ARTICLE VII – DEFAULT

1. In the event of default, 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 said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to any of the Users initiating legal action against the Authority, the User(s) must give the Authority written notice of the default and provide the Authority thirty (30) days to cure said default.

3. Upon the occurrence of a default by any User, the Authority, after giving notice of such default to all parties, may bring appropriate legal action to require the User to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to the Authority initiating legal action against a User, the Authority must give the User written notice of the default and provide the User thirty (30) days to cure said default.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing as provided by law.

ARTICLE VIII – NO PARTNERSHIP

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

ARTICLE IX – FORCE MAJEURE

1. Failure of any party to perform hereunder, including failure of any User to deliver or cause to be delivered DSW, or inability of the Authority to accept DSW, by reason of Force Majeure (as defined in the Plan of Operation) shall not constitute a default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other party of the failure, including reasons thereof, and shall make reasonable efforts to correct such failure to perform at the earliest possible date.
2. If, by reason of Force Majeure, the Authority cannot accept DSW at the Transfer Station located within the User's region, the Authority shall immediately provide for and notify the User of an alternate delivery points(s).
3. Solely in the event that no facilities of the Authority are available for disposal of DSW the User shall have the right, but not the obligation, to dispose of or cause to be disposed of DSW at locations other than the Transfer Station located within the User's region until the cause of the Authority's inability to accept the User's DSW is cured, but not thereafter.

ARTICLE X – EXTENT OF AGREEMENT

This Agreement, together with the Plan of Operation, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be modified, altered or amended unless in writing and signed by the parties.

ARTICLE XI – GENERAL

1. In the event that any provisions of this Agreement shall be held to be invalid, the remaining provisions shall be valid and binding upon the parties.
2. One or more waivers by either party hereto of performance of any obligation and/or covenant hereunder shall not be construed as a waiver of subsequent breach of any obligation and/or covenant.
3. Neither the Users nor the Authority shall delegate or assign duties under this Agreement without the written consent of the other.
4. The construction and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute between the Authority and a User, the venue for resolution of that dispute shall lie in the Circuit Court of the User. In the event a dispute between the Authority and two or more Users occurs or a dispute occurs between or among Users, the Chief Judge of the 29th Judicial Circuit shall determine the venue and appoint a judge to hear the case.
5. Any notices hereunder shall be in writing addressed to the party as set forth below or at such other address as may be designated in writing to the other parties hereto.
6. In the event the Authority has an administrative fee surplus at the end of any fiscal year and at the end of audit of said fiscal year, such surplus amounts shall be divided equally among the three (3) member counties, based on a review and vote of the Authority Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the 11 day of Nov, 2024.

Cumberland Plateau Regional Waste Management Authority

By *R. Peters* (SEAL)

CPRWMA Chairman, Ron Peters
135 Highland Drive, Suite C
Lebanon, Virginia 24266
Telephone: (276) 883-5403

ATTEST:

(SEAL)
CPRWMA Secretary

APPROVED AS TO FORM ONLY:

(SEAL)
R.J. Thornbury, Esq. Counsel for the CPRWMA

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Ron Peters, Chairman of the CPRWMA Board, of Directors, Secretary of the CPRWMA and R.J. Thornbury, Counsel for CPWRMA this the 26th day of January, 2024 in Dickenson County, Va.

Toby Franklin Edwards
NOTARY PUBLIC

My Commission expires: 7/31/24
My Registration # is 7342993.

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

Dickenson County Board of Supervisors

By Shelby Willis (SEAL)

Shelby Willis, Chairman
P.O. Box 1098
Clintwood, Virginia 24228
Telephone: (276) 926-1676
Fax: (276) 926-1649

ATTEST:

Larry Barton (SEAL)
Larry Barton, County Administrator

APPROVED AS TO FORM:

William Sturgill (SEAL)
William Sturgill, Esq.
County Attorney of Dickenson County, Va.

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Shelby Willis, Chairman of the Dickenson County Board of Supervisors, Larry Barton, County Administrator the Dickenson County, Va. and William Sturgill, County Attorney of Dickenson County, Va., this the 27 day of February 2024 in Dickenson County, Va.

Teresa Lyall
NOTARY PUBLIC

My Commission expires: 07-31-2024
My Registration # is 241402



Buchanan County Board of Supervisors

By Roger Rife (SEAL)
Roger Rife, Chairman
P.O. Drawer 950
Grundy, Va. 24614
Telephone: 276-935-6503
Fax: 276-935-4479

ATTEST:

Robert Craig Horn (SEAL)
Robert Craig Horn
County Administrator

APPROVED AS TO FORM:

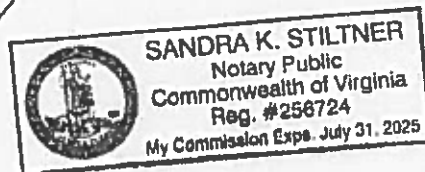
Lawrence L. Moise III (SEAL)
Lawrence L. Moise III, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Roger Rife, Chairman of the Buchanan County Board of Supervisors, Robert Craig Horn, County Administrator and Lawrence L. Moise III, County Attorney this the 13 day of March 2024 in Buchanan County, Va.

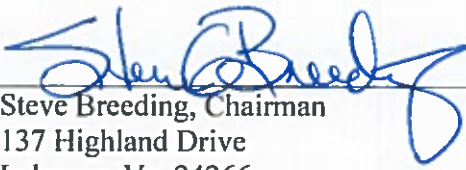
My Commission expires: 7/31/2025
My Registration # is 256724

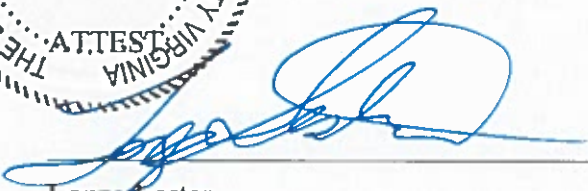
Sandra K. Stiltner
NOTARY PUBLIC



Russell County Board of Supervisors



By  (SEAL)
Steve Breeding, Chairman
137 Highland Drive
Lebanon, Va. 24266
Telephone: 276-889-8000
Fax: 276-889-8011


 (SEAL)
Lonzo Lester
County Administrator

APPROVED AS TO FORM:

(SEAL)
Terry Kilgore, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Steve Breeding, Chairman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Terry Kilgore, Esq. County Attorney, this the 1st day of May 2024 in Russell County, Va.


NOTARY PUBLIC

My Commission expires: Sept 30, 2027
My Registration # is 7504389.



Fee Schedule

Schedule II

Disposal for all Three Counties

Oct 27, 2023 to Oct 26, 2024	\$27.00 per ton
Oct 27, 2024 to Oct 26, 2025	\$28.08 per ton
Oct 27, 2025 to Oct 26, 2026	\$29.20 per ton
Oct 27, 2026 to Oct 26, 2027	\$30.36 per ton
Oct 27, 2027 to Oct 27, 2028	\$31.57 per ton

Transportation Rate (Different for each County-Milage)

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
BC	\$22.31	\$22.98	\$23.67	\$24.38	\$25.11
DC	\$22.04	\$22.70	\$23.38	\$24.08	\$24.80
RC	\$20.27	\$20.88	\$21.51	\$22.16	\$22.82