

AMELIA COUNTY MAPLEWOOD LANDFILL

SOLID WASTE AGREEMENT

The Agreement originally entered into on January 12, 1990 by and between WASTE MANAGEMENT OF VIRGINIA, INC., a Virginia corporation ("WM"), and THE COUNTY OF AMELIA, VIRGINIA (the "County"), is hereby amended by the Parties and replaced in its entirety by this Agreement dated the 19th day of June, 2013.

In consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1 - THE LANDFILL

1.1 Site Selection. The County and WM jointly selected a site for the Landfill on or about January 12, 1990. The address of the site is 20221 Maplewood Road, Jetersville, VA 23083.

1.2 Zoning. On July 13, 1990, WM obtained the necessary rezoning approval, and a Conditional Use Permit, from the County in order to use the site as a landfill, including accessory uses thereto.

1.3 RESERVED

1.4 The County, in pursuit of its governmental role of obtaining an environmentally and economically sound mechanism for disposal of its citizens' solid waste, provided information and cooperation, as permitted by law and as reasonably requested by WM in furtherance of the obtaining by WM of the necessary permits and approvals. The County agrees that its adopting zoning or land use ordinances or the taking of other statutory or regulatory actions, which materially modify any terms and conditions expressly set forth in this Agreement shall constitute a breach hereof; provided, however, that any conditions imposed in zoning and issuance of Special Exception Permits for the Landfill with regard to the use of a particular site shall not be a breach hereof, nor shall any other ordinance which does affect other businesses in the County and is applied equally. The parties specifically agree that the exclusivity of the Landfill as the only solid waste landfill located within the County and authorized to accept waste other than its owner generates, is a major consideration for this Agreement, and the County will use its best efforts, to the degree it may lawfully do so, to maintain this franchise exclusively with WM for so long as the Landfill is receiving waste in accordance with this Agreement and WM is complying with the terms hereof. Nothing herein shall be construed to constitute a joint venture between WM and the County or the formation of a partnership. No approval or review by the County shall constitute an endorsement of the safety or design of the Landfill.

SECTION 2 - RESERVED

SECTION 3 - ACCEPTABLE WASTES

3.1 WM's Obligations. WM shall not be obligated to accept for disposal any material not allowed for disposal by its permits from VDEQ or EPA; provided, however, WM's permits shall at a minimum allow acceptance of "municipal solid waste," "agricultural waste," "debris waste," "construction waste," "demolition waste," "inert waste," and "asbestos" as defined by the VDEQ regulations. WM shall use its best efforts to obtain the permit right to accept "industrial waste" as well.

3.2 Unacceptable Wastes. WM shall not accept for disposal in the Landfill any of the following ("Unacceptable Wastes"):

A. Any material which is toxic, infectious (human or animal), pathological, highly flammable, explosive, radioactive or otherwise reasonably determined by WM to be dangerous;

B. Any material the disposal of which would violate present or future federal or state laws, rules, regulations or permits;

C. Any "Hazardous Waste" which shall be deemed to be: (i) any waste defined as "hazardous waste" by Section C of the Resource Conservation and Recovery Act, (ii) any waste defined as "hazardous-waste" by VDEQ's Hazardous Waste Management Regulations, (iii) 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 Landfill or the environment when treated, stored, transported, disposed of or otherwise managed;

D. Any nonhazardous domestic, irrigation return flows or industrial wastewater sludges not approved for disposal by the VDEQ regulations, or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880);

E. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923);

F. Any material number of animal carcasses disposed of in a single day, without specific written approval by the County.

3.3 Removal of Unacceptable Wastes. In the event Unacceptable Wastes are deposited in the Landfill, WM shall promptly remove or cause to be removed the Unacceptable Waste from the Landfill and cause the same to be disposed of in accordance with the law.

SECTION 4 - DISPOSAL OF COUNTY SOLID WASTE

4.1 Disposal of Residential Waste. WM shall dispose, without charge or cost to the County or its residents, all residential solid waste generated within the County by residents of the County which is either (i) delivered to the Landfill by individuals, by contractors hired by the County for collection from green-boxes or by private haulers who certify that they have picked up only waste which is entitled to be disposed of without charge pursuant to this Agreement, or (ii) delivered from residents of the County to any of the seven (7) Convenience Centers described in §4.2 below.

4.2 Convenience Centers. The County will, at such times as it chooses, provide up to six (6) parcels of land and WM will provide one (1) site outside of the secured portion of the Landfill where there shall be established Convenience Centers for use by residents (but not commercial or industrial generators) within the County, without charge; each site being of a nature and design that it is reasonably acceptable to WM and the County and sufficient to accommodate the waste delivered to such site. WM will cause the construction of the Convenience Centers and their subsequent maintenance without cost to the County. WM shall provide the disposal service for these sites, including collection and transportation of the solid waste from the site to the Landfill, in order to provide the disposal of the County's residential, non-commercial, nonindustrial solid waste as set forth herein. WM shall obtain all permits and approvals necessary for the operation of such Convenience Centers and shall operate the same in accordance with the applicable federal, state and local statutes, ordinances and regulations.

4.3 Disposal of Commercial Waste. WM shall dispose, without charge or cost to the County or its businesses, all commercial solid waste generated within the County by businesses operating within the County on January 12, 1990 (and having all necessary local permits and licenses for the operation of such businesses), but not including Unacceptable Wastes or wastes WM is entitled to refuse pursuant to §3.1, which is delivered to the Landfill by individuals or by private haulers who certify that they have picked up only waste which is entitled to be disposed of without charge pursuant to this Agreement. "Commercial waste" means all solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants, and shopping centers. Commercial waste does not include land clearing debris or construction or demolition waste generated by establishments engaged in manufacturing or construction operations.

4.4 Disposal of Waste from the County, Schools or Charitable Institutions. WM shall dispose, without charge or cost to the County or its schools or charitable institutions, all solid waste generated within the County by the County, its agencies or offices, its public schools or its charitable institutions (organizations or institutions qualifying as tax exempt charitable organizations under Federal Tax Regulations), but not including Unacceptable Wastes or wastes WM is entitled to refuse pursuant to §3.1, which is delivered to the Landfill by individuals or by private haulers who certify that they have picked up only waste which is entitled to be disposed of without charge pursuant to this Agreement.

4.5 Disposal of Waste from Illegal Dumps or Landfills. WM shall dispose, without charge or cost to the County, all solid waste generated by the County in the clean-up of illegal dumps or landfills within the County, but not including Unacceptable Wastes or wastes WM is entitled to refuse pursuant to §3.1 hereof or wastes from the County Landfill. WM shall not be obligated to accept more than 500 tons/year of such waste without charge. In the event the County recovers funds from any individual in connection with cleanup of illegal dumps or landfills and such funds exceed the County's cost incurred in connection with such cleanup, then the County shall pay WM an amount equal to WM's average tipping fee for solid waste within the southside Virginia region. Any tonnage for which WM is compensated shall be reccredited to the County's 500 tons/year of free disposal.

4.6 Period of Obligations. WM's obligations to provide the services described in §§4.1, 4.3, 4.4 and 4.5 shall commence on WM's obtaining all the necessary permits and approvals to operate the Landfill and dispose of solid waste and the opening of the Landfill. WM's obligations hereunder shall terminate upon the date the life of the Landfill has been exhausted.

4.7 Disposal Ordinances. The County Solid Waste Ordinance shall establish prohibitions and fines for depositing or maintaining accumulations of solid waste in an inappropriate manner, for mixing Unacceptable Waste or other prohibited waste with solid waste for delivery to the Landfill, for mixing wastes exempt from tipping fees pursuant to §§4.1, 4.3 or 4.4 with wastes not so exempt or for disposal of inappropriate or Unacceptable Waste at Convenience Centers.

SECTION 5 - RECYCLING AND HOUSEHOLD HAZARDOUS WASTES

5.1 Recycling Center. WM shall construct, permit, operate and maintain a recycling drop-off center at the Landfill ("Recycling Center") capable of managing the recycling, in accordance with the Code of Virginia §10.1-1411, of newspapers, mixed paper, magazines and catalogs, aluminum cans, steel and tin cans, glass, plastic bottles, metals and white goods, used oil, car batteries and cardboard and any other materials that become the standard for recycling. Additionally, WM shall construct recycling drop-off stations at each of the Convenience Centers to handle newspapers, mixed paper, magazines and catalogs, cardboard, aluminum, steel and tin cans, plastic bottles and glass and any other materials that become the standard for recycling. The plans for the Recycling Center and Convenience centers shall be submitted for approval by the County. The hours of the Recycling Center shall be twenty four (24) hours a day, seven (7) days a week. WM agrees to cooperate in good faith with the County to take such other steps as are necessary for the County to comply with §10.1-1411 of the Virginia Code. WM shall arrange for the recycling of such materials. WM shall keep separate books with regard to any recycling done at the Landfill, and the County shall be entitled to 25% of the net profits thereof (determined using reasonable accounting methods and not including land purchase).

5.2 Household Hazardous Waste. WM has established and agrees to continue a permanent household hazardous waste collection program for the County. The program shall be organized, promoted and policed by the County, directing the delivery of household hazardous waste to a central collection point. WM shall arrange the transportation and disposal of such wastes, subject to County approval, but the County shall be responsible for signing any manifests in connection with such transport and disposal. WM shall bear the cost of the transportation as well as the cost for disposal.

SECTION 6 - REPRESENTATIONS AND COVENANTS

6.1 County. The County represents (i) that it has approved the execution of this Agreement by the binding vote of its Board of Supervisors (ii) that it has obtained all necessary approvals to enter into this agreement and (iii) that it has no knowledge of any failure to comply with applicable law which would preclude it from entering into this Agreement.

6.2 WM. WM represents as follows:

- A. That it is a corporation in good standing under the laws of Virginia authorized to do business and enter into contracts in Virginia.
- B. That it has obtained all approvals from its officers, board of directors, stockholders, lenders or otherwise necessary to enter into and be bound by this Agreement.
- C. WM certifies that this proposal is made without collusion or fraud and that WM has not offered or received any kickbacks or inducements from any other offerer, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. WM certifies to the County that WM will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides that in every contract over \$10,000 the provisions in 1 and 2 below apply:

i During the performance of the Agreement, WM agrees as follows: WM will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of WM. WM agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discriminations clause.

WM, in all solicitations or advertisements for employees placed by or on behalf of WM, will state that WM is an equal employment employer

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this Section.

ii. WM shall include the provisions of Section VI, (B) (1) above in every subcontract or purchase over \$10,000 so that the provisions will be binding upon every subcontractor or vendor.

SECTION 7 - TERM OF AGREEMENT

7.1 Term. This Agreement shall commence on the date hereof and shall continue until the later of (i) the completion of all post-closure requirements set forth under federal or state law applicable to the Landfill, and (ii) the completion of WM's obligation to dispose of solid waste pursuant to §4 hereof. Notwithstanding the termination of this Agreement at any time for any reason, the indemnifications and remediation obligations of WM as set forth herein shall survive and remain applicable.

7.2 Remaining Capacity. WM shall maintain a prepared disposal area in the Landfill sufficient to dispose of the County's solid waste required to be disposed of by WM hereunder for a period of five (5) years. WM shall notify the County when the remaining capacity of the Landfill reaches five (5) years or less.

SECTION 8 - FEES TO THE COUNTY

8.1 Initial Fees. Within 30 days of the execution of this Agreement, WM will pay to the County the sum of Forty Thousand Dollars (\$40,000.00) which sum represents a reimbursement to the County for its expenses in the negotiation and execution of this Agreement.

8.2 Additional Service Fees. WM will pay to the County Forty Thousand Dollars (\$40,000.00) upon final approval of its Part A to VDEQ for a permit to construct the Landfill to fund review of WM's subsequent design and construction of the Landfill. The County covenants to use good faith efforts to cause its engineers to promptly review any information submitted by WM and to participate in the formulation of acceptable design providing their

comments as soon as reasonably possible. As long as WM is operating the Landfill, WM shall pay One Hundred Twenty Thousand Dollars (\$120,000.00) annually to the County to cover its expenses for sampling and an on-site County-employed Landfill Inspector position. In addition to salaries, the County may use such payment to cover its expenses for any independent analysis or sampling the County chooses to undertake, which amount shall increase annually by an amount equal to the percentage increase from the prior year in the Consumer Price Index-Urban Wage Earners - Southeast Region. Inspector's positions may be filled by more than one individual if reasonably necessary because of WM's operating hours.

8.3 [Intentionally Omitted].

8.4 Host Fee. In consideration of the County's assistance in locating an acceptable site for the Landfill and its assistance in maintaining safe operations, WM shall pay a Host Fee as set forth below:

8.4.1 Base Fee. WM shall pay to the County for every ton of out-of-County solid waste, or in-County solid waste for which a tipping fee is charged, deposited in the Landfill as follows:

<u>Solid Waste (Other than Asbestos)</u>	
<u>Amount (Tons/Day)</u>	<u>Charge/Ton</u>
Up to 1,000	\$ 2.30
1,001 – 2,000	\$ 2.85
2,001 – 3,000	\$ 3.40
3,001 – 4,000	\$ 3.95
4,001 – 5,000	\$ 4.50
5,001 – 6,000	\$ 5.05
6,001 – 7,000	\$ 5.60
<u>Asbestos</u>	<u>\$10.10</u>

8.4.2 Increases. In the event the average annual tipping fee for an identified waste increases over the initial rate set by WM at the opening of the Landfill, the per ton fee paid to the County will increase by 80% of the percentage rate of the increase of the average annual 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 base level. The average annual tipping fee for a waste shall be the total tipping fee collected for such waste during the course of the year divided by the number of tons of such waste for which a tipping fee was charged. There shall be no adjustment in the tipping fee until the end of the first full calendar year following the opening of the Landfill. Subsequent adjustments shall occur at the beginning of each calendar year.

8.4.3 Payments and Directed Waste Streams. Payment of the host fee hereunder shall be made within twenty (20) days after the end of each month during which solid waste has been accepted for disposal at the Landfill.

The parties acknowledge that WM shall have the right to accept and dispose of solid waste at the Landfill which has been delivered by persons, municipalities, businesses and other entities located outside of the County in accordance with the terms and conditions of this Agreement.

During the term of this Agreement, the County shall not adopt any tax, fee or other charge upon the revenues, earnings or operation of the Landfill (other than taxes uniformly applicable to all businesses in the County); in the event that any such prohibited tax, fee or charge should be imposed upon the Landfill, and/or in the event, WM is required to pay any state

mandated host fee to Amelia or a municipality within Amelia, the amount paid thereunder by WM shall be credited to the host fee payments provided herein.

8.5 Facility Closure, Monitoring and Maintenance Fund. In accordance with VDEQ Regulations related to facility closure, monitoring and maintenance, WM shall either maintain the required financial test rations or shall pay to the Commonwealth of Virginia by either a trust fund, letter of credit or deposit of collateral as allowed by the VDEQ Financial Assurance Regulations 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 30 years following closure. These amounts shall be determined and maintained in accordance with VDEQ Regulations.

8.6 Mitigation and Remediation Fund

A. WM will pay to a joint account established by it and the County up to a maximum of \$1,000,000 at the rate of \$5,000 per acre for each acre of the Landfill used for disposal. The account shall receive a \$250,000 advance payment to be credited against the first fifty (50) acres of 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 WM. This fund will be held until fifteen (15) years after the approval of the final closure of the Landfill at which time 50 percent of the fund with interest earned thereon may be withdrawn by WM, 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 WM thirty (30) 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 WM upon resolution of all outstanding claims. This account shall be interest bearing and all interest produced by the fund shall be retained therein until the fund equals or exceeds \$2,000,000, whereupon subsequent interest produced by the fund will be paid when earned and requested by WM.

The purpose of this fund is to pay for mitigation and remediation as may be reasonably necessary hereunder or as a result of the operation of the Landfill upon WM's failure to promptly undertake the same (provided, however, the fund shall not be utilized in connection with claims based on diminished property value by virtue of proximity to the Landfill).

The Fund shall be used to pay claims as provided in the Mitigation Plan attached hereto as Exhibit A. The County will execute all such authorizations as WM may request to facilitate withdrawals from this fund in accordance with the Mitigation Plan. If there is a question of whether 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. Neither the County nor WM shall be entitled to withdraw funds from the account without the countersignature of the other except as indicated below.

B. The County shall be entitled to draw upon the account without the countersignature of WM in the event of any material contamination of the Landfill site or release of contaminants therefrom in the event the same is not promptly remediated by WM in accordance with applicable state and federal statutes and regulations. The County shall use any funds withdrawn from such account (other than pursuant to §17 hereof) solely for remediation and/or mitigation of such contamination or release, and (other than pursuant to §17 hereof) the County shall only withdraw amounts sufficient to cover such remediation and/or mitigation. In order to make withdrawals pursuant to this subsection, the County shall first provide WM with not less than ten (10) days prior written notice and shall submit a certificate to the account manager of the fund indicating the amount and basis for such withdrawal.

C. In the event that any federal or state agency or authority shall require WM to maintain a similar fund for the Landfill during the term of this Agreement, WM shall be permitted to submit this fund for satisfaction of such requirements and the County shall agree to reasonable modifications of the fund, provided its rights are not materially reduced thereby.

SECTION 9 - BOOKS AND RECORDS

9.1 Reports. WM shall keep records of waste received and the 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 an annual basis and forwarded to the County.

9.2 RESERVED

9.3 Annual Certificate. WM shall prepare an annual certificate of its Landfill operations showing annual tonnages and receipts issued by an officer of WM with copies being furnished to the County. WM 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 express written approval of WM, unless the County is required to disclose such information pursuant to the Virginia Freedom of Information Act or other applicable law. WM shall identify any information it provides to County that it deems to be trade secret or proprietary information at the time it provides such information to the County.

SECTION 10 - DESIGN, CONSTRUCTION, OPERATION AND CLOSURE

10.1 Landfill Rules and Regulations. WM reserves the right to make, amend and enforce reasonable rules and regulations concerning the operation of the Landfill, the conduct of the drivers and others on the Landfill premises, and any other matters necessary or desirable for the safe, legal and efficient operation of the Landfill. WM may refuse to accept any waste which does not conform to any applicable law, regulation, rule or permit condition, or that is hazardous or toxic, even if only a part of the waste load is nonconforming.

10.2 Standards of Operation. WM shall construct and maintain the Landfill in a good and workmanlike manner and shall operate the same in accordance with the highest standards of the industry.

10.3 Inspection of Waste. WM's personnel will visually inspect all solid waste at the gate, or on the working face, of the Landfill, as WM deems necessary, before the vehicle is allowed to leave the Landfill. In the event that WM detects Unacceptable Waste at the Landfill, the party delivering such waste shall be responsible for its removal and all costs associated with its removal and disposal. WM shall have the right to refuse to accept waste delivered by parties who have knowingly or repeatedly violated the Landfill operating rules. WM shall refer to the proper authorities any person or company acting in violation of any laws, rules or regulations applicable to WM's operations.

10.4 Days and Hours of Operation. The Landfill shall be open on Monday through Saturday, with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Access to the Landfill working face shall be from dawn to dusk or twelve (12) hours per day, whichever is greater, subject to the Landfill's permit. Changes in said hours shall be made upon request by WM with the consent of the County Administrator, which consent shall not be unreasonably withheld.

10.5 Complaints. All complaints received by the Amelia County Board of Supervisors will be referred directly to WM and shall be given prompt and courteous attention.

10.6 Point of Contact. All formal communications between WM and the County shall be directed by WM to the Board of Supervisors and the County Administrator and by the County to WM's Landfill Manager and Regional Manager or designee.

10.7 Safety and Security

A. Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point, unless otherwise agreed to by the County. The access point(s) 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. WM shall be responsible for initial screening of solid wastes to determine the appropriate disposition within the Landfill; additional screening shall be used to assist this determination for commercial and private loads as deemed necessary by WM. WM shall maintain a record made of all entering vehicles; WM will also provide appropriate electronic security and surveillance.

(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.)

B. Trash and Debris Control. 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 either a fence, berm or wooded buffer, and appropriate steps will be taken to reduce or eliminate blowing trash. Loose debris will be picked up not less than daily.

C. 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 buildings on the site.

10.8 Operations

A. 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 of material to be deposited in particular areas.

B. Survey Control. On-site permanent survey benchmarks (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 the County by March 1 of each year.

C. Weighing-In. All trucks entering and leaving the Landfill to dispose of solid waste shall be weighed at the scale-house. Trucks owned by WM 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.

D. 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-acceptable 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 initial screening and is dumped on the Landfill shall be removed immediately by the driver of the vehicle or by WM 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.

E. Cell Construction. Cell construction shall be in accordance with WM's permit. Cell construction may include, but need not be limited to, a combination of the following: a bottom or secondary liner, a monitoring zone, a top or primary liner and a leachate collection system adequately designed to allow identification of the phase from which leachate is collected, all of which shall be in accordance with VDEQ Regulations. Both parties hereto recognize that the construction of the site is critical, and WM 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.

F. Road Cleaning. To the extent that any debris from the wheels of motor vehicles reaches the first state route from the Landfill, Chamber will sweep or wash such road 0.25 miles on either side of the entrance on that state route as needed, weather permitting.

G. Reporting. WM will supply to the 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 the County as requested.

H. Volumes. Except as provided herein, WM shall not accept for disposal any more than 7,000 tons of solid 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 provided: (i) no more than 250 trucks containing out of County solid waste shall enter the Landfill in any one day, (ii) in no calendar quarter will the tonnage of solid waste disposed of at the Landfill exceed 7,000 tons multiplied by the number of days in that quarter the Landfill was open and (iii) WM shall use reasonable efforts to keep volume at or below 100% of the allowed volume.

I. Buffers. All areas of the Landfill which are used for the disposal of waste shall have buffers in accordance with VDEQ Regulations. Additionally, the Landfill shall have a perimeter buffer of not less than 200 feet. Such buffer shall be

left undisturbed except for the minimum area required to be cleared for access roads and monitoring wells. Natural vegetation shall be maintained in such buffer and supplemented where necessary with a minimum 6-foot high screening consisting of evergreens, a fence, or a berm to insure four season screening of operations. Additionally, the operational areas of the Landfill shall be sited:

- i. not less than 500 feet from the nearest residence, church, school or recreational area as of the date of the purchase of the site by WM (the "Purchase Date");
- ii not less than 500 feet from any well or spring being used for drinking water as of the Purchase Date;
- iii. not less than 200 feet from any regularly flowing channel of water as of the Purchase Date, and
- iv. not less than 200 feet from any public road as of the Purchase Date.

J. Adjacent Homes. Any existing landowner within 3,000 feet of the proposed disposal site must be offered, at WM's expense, a deep well if that landowner is currently using a shallow well (less than 100 feet).

10.9 Maintenance

A. Litter Control. All solid waste shall be compacted as soon as practicable after it is unloaded on the site. Cover material shall be applied daily in accordance with the Landfill permit. 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, or as recommended by the County, with the trapped sediment being returned as cover material on the Landfill. No water contaminated with leachate shall be discharged from the site to the 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.

10.10 Inspections and Monitoring

A. 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 the County and a representative of the VDEQ or its successors, whenever practical.

B. Climate Records. A record of observed climatic conditions shall be maintained in the administration 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.

C. Gas Generation. WM shall establish and maintain a methane gas monitoring system 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 the County shall be notified thereof immediately. If the condition persists, site investigations shall be started to determine the source and develop corrective solutions. In the event of the sale of such methane gas, the County shall receive a royalty equal to 10% of the gross revenue of any sale, to be paid within twenty (20) days of the end of each month.

D. Leachate. Leachate characteristics shall be tested annually for parameters required by the disposal facility. Leachate shall be transferred to an appropriate above-grade holding tank of a capacity sufficient to contain 10 days of leachate generation. Leachate shall be handled and treated 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 the County.

E. 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 VDEQ prior to their construction. All drilling logs will be retained and made available at the County's 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 VDEQ. This information will be provided to the VDEQ and the County, thereby establishing the 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 the County. Those samples shall be sent to a State certified laboratory and analyzed for changes in parameters as compared to the background data previously reported. Statistically significant changes shall require that additional analyses 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, WM will take immediate action to correct the pollution by whatever means are necessary.

F. Surface Water Sampling and Testing. Natural surface water bodies which flow through or adjoin the Landfill site shall be sampled for flow and water quality up stream and down stream of the possible point of impact by the facility. Background samples shall be taken prior to operations and compared to subsequent quarterly samples. Samples shall be sent to a State certified laboratory for analysis with a copy of the results furnished to the County. Statistically significant changes shall require that additional analyses 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 pollutants. If the Landfill is found to be the cause of such changes in water quality, WM will take immediate action to correct the pollution by whatever means are necessary. All violating discharges shall be designated as leachate and disposed of as such.

10.11 Contingency Plans

A. Hazardous Waste. In the event that identifiable Hazardous Waste is disposed of at the Landfill, the VDEQ 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. WM shall, with the VDEQ as necessary and appropriate, remove and dispose of the waste and further assist the VDEQ in the prosecution of culpable parties.

B. Groundwater and Surface Water Quality. In the event that significant adverse changes to water quality parameters are noted in one or more of the monitoring wells or at one or more of the surface water sampling points, WM shall isolate and identify the source of the problem.

If the pollutant source is identified as the Landfill, WM, in cooperation with the VDEQ, shall take appropriate steps to prevent further pollution. In all cases, Landfill operation in any identified area of contamination shall be stopped until the problem is corrected unless WM can demonstrate to the reasonable satisfaction of the County that such action is unnecessary and continued operation will neither interfere with remediation nor risk increase of any contamination. 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.

C. Mitigation Plan. In the event that any well 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.

D. 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 Director of Emergency Management, 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 program. Assistance on the training program will be acquired from the appropriate federal, state or local agencies on a case by case basis.

10.12 Landfill Site Closure, Final Plan and Completion

A. Landfill Closure. Certain portions of the Landfill will be completed earlier than others. The following 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.

B. Final Plan. No less than 2 years prior to the anticipated cessation of the Landfill operations WM shall develop a final plan for use of the site after the life of the Landfill has expired. One (1) year before the anticipated cessation of the Landfill, the final development plan must be in a stage to be accepted and ready for implementation, to the VDEQ's reasonable satisfaction. The final plan shall be subject to the County's approval, not to be unreasonably withheld or delayed.

i. Methane Control. Vertical methane wells or other reasonable gas management systems shall be constructed by WM in sufficient number to prevent the collection of gas in explosive levels at 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 may be installed.

ii. 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, WM 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, WM may apply to the VDEQ for permission to suspend treatment on that leachate.

iii. Water Quality Monitoring. Both surface and groundwater monitoring shall be continued by WM 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 VDEQ the sampling frequency may be reduced.

iv. Final Cover. Final cover material shall be placed and compacted. The material to be used will have demonstrated characteristics in accordance with VDEQ Regulations to prevent the rapid absorption and percolation of rainfall. All side slopes shall be graded and terraced. Non-erodible drainage ways shall be constructed, dependent upon the final topography of the completed area.

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 approved by the VDEQ.

v. Completion. The sides of all borrow areas shall be graded to prevent sudden changes in slopes. All stockpiles of overburden will be graded to minimize erosion potential and to prepare the site for future uses in the final plan. All roads on the site will be left in a passable condition.

SECTION 11 - COUNTY INSPECTOR'S AUTHORITY

The County Inspector shall be an employee of the County, and in no way answerable to WM other than for compliance with job site safety rules. The County Inspector shall be authorized to, among other things:

A. Be at the Landfill at any time; WM shall notify the inspector of all changes in operating hours;

- B. To have access to any and all portions of the Landfill and all buildings thereon; WM shall furnish the inspector access to a phone, any employee eating facilities, restrooms and an office to keep equipment and shall furnish an area for the inspector in inclement weather which allows observation of the Landfill;
- C. To review any books, records or logs kept at the Landfill and relating to operation of the Landfill (excepting financial records);
- D. To stop any vehicle bringing waste for on-site disposal entering the Landfill and inspect the same;
- E. To inspect any face of a cell and review all work undertaken at the Landfill;
- F. To participate in the taking of all samples required by applicable regulations or this Agreement; WM shall not take any sample of waste, surface water or ground water without first offering the inspector an opportunity to participate in such sampling;
- G. To take such independent tests of waste, surface water, ground water or otherwise as the inspector deems appropriate, and
- H. To review all test results and reports obtained in connection with the Landfill.

SECTION 12 - COMPLIANCE WITH LAWS

WM shall operate and close the Landfill in compliance with all current applicable federal, state and local laws, regulations and permit conditions.

In the event that WM is notified of any violation of applicable laws, regulations or permit conditions at the Landfill, WM shall notify the County and shall promptly and diligently cooperate with the applicable regulatory agency and take other reasonable actions in an attempt to cure the violation. WM shall be subject to compliance with all other applicable laws, regulations, rules and ordinances which govern the operation of all businesses generally in the County.

SECTION 13 - LANDFILL ADVISORY COMMITTEE

There will be appointed by the County a Landfill Advisory Committee of five citizens (one from each voting district), one member of the County Board of Supervisors or a designee thereof and an employee of WM to review and comment on the operation of the Landfill. The manager of the Landfill, or his designee, will be the WM employee who serves as member of that Board, and WM will use its best efforts to meet all such reasonable concerns or suggestions that this Board shall voice.

SECTION 14 - INSURANCE

WM shall at all times during this Agreement maintain in full force and effect adequate insurance and financial assurances required by VDEQ Regulations, and the insurance coverages listed below in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each person
Property Damage Liability	\$1,000,000 each occurrence

Automobile Bodily Injury Liability \$1,000,000 each person

Umbrella \$5,000,000

Such insurance shall be furnished by insurers reasonably acceptable to County and shall contain a provision prohibiting cancellation without at least 30 days advance notice to the County.

SECTION 15 – INDEMNIFICATION

WM hereby agrees to indemnify and hold harmless the County from all claims, demands and actions, legal or equitable, costs, liabilities and expenses (including court costs and reasonable attorney's fees) [the Costs] arising from or in connection with the Landfill or WM's design, construction, operation, maintenance, monitoring and closure thereof, or otherwise in connection with this Agreement or the County's enforcement thereof. However, WM shall not be liable for Costs arising out of willful or negligent acts or omissions of the County, its officers, agents, servants, employees and residents.

SECTION 16 - TRANSFERABILITY OF AGREEMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by WM other than to a wholly-owned subsidiary of WM, having a financial condition comparable to WM, without the express written consent of the County, which consent may be withheld at the sole discretion of County. In the event of any consented assignment, the assignee shall assume the liabilities of WM. Such assignment will not release WM from its obligations under the terms of this Agreement. Any assignment, other than to a permitted subsidiary, without the consent of the County shall be void. WM shall submit to the County proof of the financial condition of a subsidiary before assignment thereto.

SECTION 17 - 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 may be terminated by the County in the event of a material breach that has not been cured within ninety (90) days of written notice thereof being sent to WM by the County. Breach shall mean a 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. Breach will also include the insolvency of WM, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing WM 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 WM by the County, the 90-day cure period shall be extended so long as WM is diligently and continuously using its best efforts which will reasonably lead to cure of the breach within a reasonable period of time; provided, however, that there shall be no such extension with regard to any failure to pay an amount due hereunder nor shall there be any extension for a breach which endangers the health or safety of the public or threatens to cause material environmental damage unless sufficient actions have been taken to protect the public and the environment within such 90 days.

In addition to any other remedies which may be available to the County at law or equity (including, without limitation, specific performance and injunction) any nonmaterial breach of this Agreement not cured within the applicable cure period shall be subject to a liquidated damages payment of \$1,000 for each day such breach remains uncured following the expiration of the cure period, provided, however, that the County shall provide WM with a second notice not less than five (5) business days before such fine shall apply.

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

- A. Prompt leachate disposal in accordance herewith;

B. Disposal in the Landfill of only wastes allowed by this Agreement; and

C. Construction and closure of any segment of the disposal area of the Landfill according to design criteria.

If WM, 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, the County shall notify WM in writing of such intentional violation and the same shall be cured within 30 days, provided that such cure period shall be extended so long as WM is diligently and continuously using its best efforts which will reasonably lead to cure of the breach within a reasonable period of time; provided that there shall be no such extension for a breach which endangered the health or safety of the public or threatens to cause material environmental damage unless sufficient actions have been taken to protect the public and the environment within such 30 days. The occurrence of a third "30 day" breach within a twelve-month period shall entitle the County to terminate this Contract upon discovery of such breach.

In the event of termination of this Agreement for any reason other than the default of the County or the end of the term, the County shall be entitled to withdraw from the Mitigation and Remediation Fund an amount reasonably sufficient to provide for the County's costs of disposal for County solid waste which is described in §§4.1, 4.3 and 4.4 for the subsequent three (3) years. In the event the County sues for any damages resulting from the termination, the amount of the award from such suit, if any, shall be reduced by the amount of the withdrawal from the Mitigation and Remediation Fund.

SECTION 18 - FORCE MAJEURE

Any delay or failure of performance by either party shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is primarily caused by any act, event or condition beyond that party's reasonable control and adversely affecting its ability to perform its obligations hereunder, including but not limited to:

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

B. (i) condemnation or other taking by any governmental body, change in any applicable law, regulation, rule, ordinance or permit condition, or the interpretation or enforcement thereof, limiting acceptance of waste at landfills or imposing requirements upon the operation of landfills not in effect as of the date hereof,

(ii) any order, judgment, action or determination of any federal, state or local court, administrative agency or government body affecting the construction or operation of the Landfill or the right or the ability of WM to receive waste at or of the County to deliver waste to the Landfill or,

(iii) 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 it is reasonably practicable and further shall attempt diligently to remove such condition. A party not performing its obligations hereunder because of a force majeure condition shall not be entitled to the benefits of this Agreement (such as the right to receive solid waste or the right to receive the host fee) hereof until such obligations are performed or some reasonable substitution is arranged.

SECTION 19 - NOTICES

Any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or upon receipt. Notices shall be given to the

parties at the following addresses:

To WM: Waste Management of Virginia, Inc.
20221 Maplewood Road
Jetersville, VA 23083
Attn: Brian McClung, District Manager

To the County: Amelia County Board of Supervisors
P. O. Box A
Amelia, Virginia 23002
Attn: Chairman

Either party may change the location or individuals for receipt of notices hereunder by providing written notice to the other party as aforesaid.

SECTION 20 - GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its principles relating to conflict of laws.

SECTION 21 - WAIVER

No waiver or breach of any of the covenants contained in this Agreement shall be construed as a waiver of any prior or succeeding breach of the same covenant or any other covenant of this Agreement.

SECTION 22 - MODIFICATION

No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing signed by both parties hereto.

SECTION 23 - SEVERABILITY

If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

SECTION 24 - BINDING EFFECT

This Agreement constitutes the entire understanding between the parties and shall be binding upon both parties hereto, their successors, representatives and assigns.

SECTION 25 - GOOD FAITH

The County and WM shall use good faith in all actions governed or imposed by this Agreement. The County agrees to not attempt to take the Landfill by condemnation or similar action, and neither party shall take any actions during the term of this Agreement that would adversely affect either party's rights or ability to perform hereunder.

SECTION 26 - HEADINGS

The headings used herein are for the convenience of the reader and shall not be deemed to modify or in any way affect any of the covenants, terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth hereinabove.

WASTE MANAGEMENT OF
VIRGINIA, INC.

By: Brian J. Gray

Title: Sr. District Manager

ATTEST:

Cassandra Wilgus
Title: operations specialist

Adopted: June 19, 2013

Franklin D. Harris

Franklin D. Harris, Chairman
Amelia County Board of Supervisors

ATTEST:

A. Taylor Harvie, III
A. Taylor Harvie, III
County Administrator

MITIGATION PLAN

There is hereby established a fund for the purpose of resolving claims for damage which may be directly caused to any property owner of Amelia County, Virginia ("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, WM and the County will attempt to determine if such damage exists.

If WM and the County are unable to agree that it is necessary to implement any measures required under this plan or which measures shall be implemented, WM 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. WM agrees to bear the costs for any of the above steps necessary to alleviate adverse impact to affected property owners. If WM and the County are unable to determine in advance that a property owner's well(s) will be adversely affected, then WM 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 forty-eight (48) 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 written notice to WM and failure by WM 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 WM.

Any claim made or payment required under this Plan shall be submitted for payment under those policies of insurance maintained by WM 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 Fund established under this Agreement; providing, however, that WM shall reimburse the Fund for any amounts so disbursed within 12 months of the date of actual disbursement.

GLOSSARY

The following words and terms when used in this document shall have the following meanings unless the context clearly indicates otherwise:

"Agricultural waste" means all solid waste produced from farming operations.

"Ash" means the fly ash or bottom ash residual waste material produced from incineration or burning of solid waste or from any fuel combustion.

"Capacity" means the maximum permitted volume of solid waste, inclusive of daily and intermediate cover, that can be disposed in a landfill. This volume is measured in cubic yards.

"Closure" means that point in time when a permitted landfill has been capped, certified as properly closed by a professional engineer, inspected by the Virginia Department of Environmental Quality (VDEQ), and closure notification is performed by the VDEQ in accordance with 9VAC20-81-160D.

"Commercial waste" means all solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants, and shopping centers. Commercial waste does not include land clearing debris or construction or demolition waste generated by establishments engaged in manufacturing or construction operations.

"Construction waste" means solid waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction wastes include, but are not limited to lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

"Contaminated soil" means, for the purposes of this document, a soil that, as a result of a release or human usage, has absorbed or adsorbed physical, chemical, or radiological substances at concentrations above those consistent with nearby undisturbed soil or natural earth materials.

"Convenience center" means a collection point for the temporary storage of solid waste provided for individual solid waste generators who choose to transport solid waste generated on their own premises to an established centralized point, rather than directly to a disposal facility. To be classified as a convenience center, the collection point may not receive waste from collection vehicles that have collected waste from more than one real property owner. A convenience center shall be on a system of regularly scheduled collections.

"Cover material" means compactable soil or other approved material that is used to blanket solid waste in a landfill.

"Debris waste" means wastes resulting from land-clearing operations. Debris wastes include, but are not limited to stumps, wood, brush, leaves, soil, and road spoils.

"Demolition waste" means that solid waste that is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

"Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that such solid waste or any constituent of it may enter the environment or be emitted into the air or discharged into any waters.

"Floodplain" means the lowland and relatively flat areas adjoining inland and coastal waters, including low-lying areas of offshore islands where flooding occurs.

"Groundwater" means water below the land surface in a zone of saturation.

"Household hazardous waste" means any waste material derived from households (including single and multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas) which, except for the fact that it is derived from a household, would otherwise be classified as a hazardous waste in accordance with 9VAC20-60.

"Household waste" means any waste material, including garbage, trash, and refuse, derived from households. Households include single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas. Household wastes do not include sanitary waste in septic tanks (septage) that is regulated by other state agencies.

"Industrial waste" means any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

"Institutional waste" means all solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include regulated medical waste from health care facilities and research facilities that must be managed as a regulated medical waste.

"Land-clearing activities" means the removal of flora from a parcel of land.

"Land-clearing debris" means vegetative waste resulting from land-clearing activities.

"Landfill" means a sanitary landfill, an industrial waste landfill, or a construction/demolition/debris landfill.

"Landfill gas" means gas generated as a byproduct of the decomposition of organic materials in a landfill. Landfill gas consists primarily of methane and carbon dioxide.

"Leachate" means a liquid that has passed through or emerged from solid waste and contains soluble, suspended, or miscible materials from such waste. Leachate and any material with which it is mixed is solid waste; except that leachate that is pumped from a collection tank for transportation to disposal in an off-site facility is regulated as septage, leachate discharged into a waste water collection system is regulated as industrial waste water and leachate that has contaminated groundwater is regulated as contaminated groundwater.

"Litter" means, for purposes of this document, any solid waste that is discarded or scattered about a solid waste management facility outside the immediate working area.

"Monitoring" means all methods, procedures, and techniques used to systematically analyze, inspect, and collect data on operational parameters of the facility or on the quality of air, groundwater, surface water, and soils.

"Monitoring well" means a well point below the ground surface for the purpose of obtaining periodic water samples from groundwater for quantitative and qualitative analysis.

"Municipal solid waste" means that waste that is normally composed of residential, commercial, and institutional solid waste and residues derived from combustion of these wastes.

"Nuisance" means an activity that unreasonably interferes with an individual's or the public's comfort, convenience or enjoyment such that it interferes with the rights of others by causing damage, annoyance, or inconvenience.

"Offsite" means any site that does not meet the definition of onsite as defined in this part.

"Onsite" means the same or geographically contiguous property, which may be divided by public or private right-of-way, provided the entrance and exit to the facility are controlled by the owner or the operator of the facility. Noncontiguous properties owned by the same person, but connected by a right-of-way that he controls and to which the public does not have access, are also considered onsite property.

"Operation" means all waste management activities at a solid waste management facility beginning with the initial receipt of solid waste for treatment, storage, disposal, or transfer and ceasing with the initiation of final closure activities at the solid waste management facility subsequent to the final receipt of waste.

"Permit" means the written permission of the Director of the VDEQ to own, operate, or construct a solid waste management facility.

"Pollutant" means any substance that causes or contributes to, or may cause or contribute to, environmental degradation when discharged into the environment.

"Postclosure" means the requirements placed upon solid waste disposal facilities after closure to ensure environmental and public health safety for a specified number of years after closure.

"Putrescible waste" means solid waste that contains organic material capable of being decomposed by micro-organisms and cause odors.

"Refuse" means all solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean up of spills or contamination, or other discarded materials.

"Release" means, for the purpose of this chapter, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, dumping, or disposing into the environment solid wastes or hazardous constituents of solid wastes (including the abandonment or discarding of barrels, containers, and other closed receptacles containing solid waste). This definition does not include any release that results in

exposure to persons solely within a workplace; release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (68 Stat. 923); and the normal application of fertilizer. For the purpose of this document, release also means substantial threat of release.

"Residential Waste" means solid waste derived from normal residential activities at a household, including single and multiple residences.

"Runoff" means any rainwater, leachate, or other liquid that drains over land from any part of a solid waste management facility.

"Sanitary landfill" means an engineered land burial facility for the disposal of household waste that is so located, designed, constructed, and operated to contain and isolate the waste so that it does not pose a substantial present or potential hazard to human health or the environment. A sanitary landfill also may receive other types of solid wastes, such as commercial solid waste, nonhazardous sludge, hazardous waste from conditionally exempt small quantity generators, construction demolition debris, and nonhazardous industrial solid waste.

"Site" means all land and structures, other appurtenances, and improvements on them used for treating, storing, and disposing of solid waste. This term includes adjacent land within the facility boundary used for the utility systems such as repair, storage, shipping or processing areas, or other areas incident to the management of solid waste.

"Solid waste" means any of those materials defined as "solid waste" in 9VAC20-81-95.

"Solid waste disposal facility" means a solid waste management facility at which solid waste will remain after closure.

"Solid waste management facility" or "SWMF" means a site used for planned treating, storing, or disposing of solid waste. A facility may consist of several treatment, storage, or disposal units.

"Special wastes" means solid wastes that are difficult to handle, require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations.

"Surface waters" means all state waters that are not groundwater as defined in § 62.1-255 of the Code of Virginia.

"Vector" means a living animal, insect, or other arthropod that transmits an infectious disease from one organism to another.

"Wetlands" means those areas that are defined by the federal regulations under 33 CFR Part 328, as amended.

"White goods" means any stoves, washers, hot water heaters, and other large appliances.

"Working face" means that area within a landfill that is actively receiving solid waste for compaction and cover.