

**PROJECT SERVICE AGREEMENT FOR
MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL SERVICES**

This SPECIAL PROJECT SERVICE AGREEMENT (hereinafter “Service Agreement” or “Agreement”) is made by and between the CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY (hereinafter “CVWMA” or “Authority”), its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227; and (if executed on the appropriate page 17 – signature – end page of this agreement).

MEMBER JURISDICTION	PARTICIPATING IN THIS AGREEMENT
Town of Ashland (ASH)	√
County of Charles City (CCC)	
County of Chesterfield (CHE)	
City of Colonial Heights (COL)	√
County of Goochland (GOO)	
County of Hanover (HAN)	
County of Henrico (HEN)	
City of Hopewell (HOP)	√
County of New Kent (NKT)	
City of Petersburg (PET)	√
County of Powhatan (POW)	
County of Prince George (PG)	
City of Richmond (RIC)	

Hereinafter, collectively, "Participating Local Jurisdictions."

ARTICLE I - PURPOSE

- A.** CVWMA and the Participating Local Jurisdictions enter into this Service Agreement pursuant to the authority of the Virginia Water and Waste Authorities Act (Title 15.2, Chapter 51 of the Code of Virginia, 1950 as amended), and the Articles of Incorporation of the CVWMA. The purpose of this Service Agreement is to establish a special project for MSW Collection and Disposal Services within the Participating Local Jurisdictions as authorized by Section 11 of the CVWMA Articles of Incorporation.
- B.** The CVWMA, subject to the terms and conditions of this Agreement, agrees to implement MSW Collection and Disposal Services as reflected in a Contract for these services with Waste Management of Virginia, Incorporated and approved and authorized by the CVWMA Board of Directors by Resolution 22-05 on November 19, 2021 and as described in RFP 22-02, issued July 15, 2021 (hereinafter “RFP”); and in accordance with a proposal offered by and negotiated with Waste Management of Virginia, Incorporated.
- C.** The Participating Local Jurisdictions agree to participate in the Special Project according to the terms and conditions of this Agreement.

ARTICLE II - DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless

otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Alley* – refers to passageway between or behind ERU's.
2. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings are considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum amount of waste to be collected. Bundled yard waste/brush shall be included in the calculation of the maximum amount of waste also.
5. *Bundle* - Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or sixty-five (65) lbs. in weight.
6. *Cart* - A receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* - (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract* – shall mean the written document and all amendments thereto between the CVWMA and the Contractor governing the provision of MSW Collection and Disposal Services.
10. *Contractor* - shall mean the individual, contractor, firm, partnership, joint venture, corporation, association or its subcontractor performing the MSW Collection Services under the Contract with CVWMA and for the purposes of this Agreement shall mean Waste Management of Virginia, Incorporated.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Customer Service Application* – Web-based system that contains a database of ERUs and service needs for each ERU in real time. Access will be granted to Contractor to provide real time service.
13. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

14. *Equivalent Residential Unit (ERU)* – A Residential Unit, a hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of MSW collection pursuant to this Contract.
15. *Front-End Load Container (FEL)* – container with a capacity of approximately 2, 4, 6, or 8 cubic yards with openings for use for collection of Refuse with access from the top and/or side, serviced by an FEL truck.
16. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
17. *Garbage*- readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
18. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
19. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
20. *Litter* - All waste material, disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
21. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
22. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
23. *Monthly Service Fee*- The amount charged by the Contractor to CVWMA per month for collection and disposal of MSW from a Residential or Equivalent Residential Unit, outlined in Section 5.
24. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
25. *Old Towne Area* - shall mean that section of the City of Petersburg bound on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
26. *Participating Local Jurisdictions or Participating Localities* - shall mean those Member Jurisdictions that execute the Special Project Service Agreement for Municipal Solid Waste Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
27. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which 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 as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.
28. *Refuse Collection Vehicles* – trucks designed to collect and contain MSW collected from the curb or alley of ERUs.

29. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
30. *Roll-off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of MSW to be transported by a special Roll-Off Truck/trailer or hook lift truck.
31. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day as the Container(s). The limits of *Routine Bulky Waste* generally should not exceed the quantity of material that could safely be placed in and transported by a full-size pick-up truck.
32. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
33. *Service Area* – shall mean that geographic area in which Municipal Solid Waste Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
34. *Special Bulky Waste Collection* - The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routine Bulky Waste*.
35. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program outlined in this Contract.
36. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
37. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or a Saturday in the event of a holiday week.
38. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

ARTICLE III. TERM OF AGREEMENT

- A. **Initial Term:** the initial term of the Service Agreement will be for a Seven (7) year period beginning on or about July 1, 2022 and ending on June 30, 2029 for the City of Colonial Heights. The initial term of the Contract for the Cities of Hopewell and Petersburg and the Town of Ashland will begin on or before July 1, 2024 and end on June 30, 2029 (the “Initial Term”). However, amendments consistent with the intent and scope of services outlined in this Contract and the RFP may be made pursuant to Section 25 of the Contract.
- B. **Option to Renew:** The Participating Local Jurisdiction and CVWMA may extend this Service Agreement under the same terms and conditions for up to one (1) additional five (5) year period, commencing on or about July 1, 2029. However, during the renewal process the Contractor may petition CVWMA to modify an existing term to reflect any market change to effectuate the intent and scope of services outlined in the Contract. An extension of this Agreement shall be made in writing not less than one hundred and eighty (180) days prior to the expiration of its term.

ARTICLE IV. SCOPE OF SERVICES

Contractor shall provide for the collection and disposal of MSW as defined herein.

A. MSW Residential Collection

The CVWMA shall through the Contract with the Contractor provide for the collection of MSW from each ERU specified by CVWMA weekly and deliver the MSW to a properly permitted Disposal Site identified by the Contractor.

Manner of Collection and Disposal - MSW Collection Services shall provide for the weekly collection of MSW, as defined in Article II, placed in Containers set out by the ERU curbside or in the alley as specified by routes approved by the CVWMA. All MSW and Bulky Waste placed on the curb or alley adjacent to a specified ERU shall be collected and delivered to the identified, properly permitted and compliant Disposal Site.

Bulky Waste Collection - Routine Bulky Waste Collections will be made from residents of the service area as part of the normal provision of services under the Contract. Customers will be required to notify CVWMA by 2:00 p.m. on the day prior to their regular scheduled collection day of any Routine Bulky Waste for collection. The list of addresses for the Routine Bulky Waste Collection will be provided and made available to the Contractor by the CVWMA via CVWMA's Customer Service Application. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection is defined in Article II. Contractor shall notify CVWMA when the amount of Bulky Waste set out for collection by a customer exceeds the maximum limit of Routine Bulky Waste set forth in Article II. Contractor shall not be required to collect Bulky Waste which exceeds the Routine Bulky Waste limit set forth in Article II during Routine Bulky Waste Collections.

If a Special Bulky Waste Collection is needed, CVWMA will notify the Contractor to schedule the Special Bulky Waste Collection. Should the frequency with which a customer sets out materials for Routine Bulky Waste Collection, at any time, suggest that a Special Bulky Waste Collection is required, the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and decide whether the customer requires a Special Bulky Waste Collection. If the CVWMA and the Participating Local Jurisdiction determine that the customer requires a Special Bulky Waste Collection, Contractor will schedule and bill CVWMA for a Special Bulky Waste Collection. The final determination regarding the designation of Special Bulky Waste Collections pursuant to this Section shall rest with the CVWMA.

The Contractor may decline to collect any Cart, Container, Bag, Bundle, or Bulky Waste improperly set out or not defined herein; any Cart, Container, Bag, Bundle or Bulky Waste containing material other than MSW; waste that does not meet the applicable definition in Article II; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle or meets the limits and definition of Bulky Waste. Where the Contractor has reason to leave waste materials uncollected at an ERU, the Contractor shall inform the customer and/or the CVWMA at the time of collection by written notice as to why the material was not collected. Once serviced, the Contractor shall return each Cart or Container to the place where it was set out unless specifically instructed to do otherwise by the Participating Local Jurisdiction and if applicable, replace its cover. The Contractor shall not be required to collect MSW from Containers, other than Bags, that the Contractor or CVWMA did not provide to the customer.

Hours and Days of Collection and Holidays - MSW collection shall begin no earlier than 7:00 a.m. and cease by 7:00 p.m. Contractor shall notify CVWMA as soon as the Contractor is aware MSW collection will extend beyond 7:00 p.m. or must begin earlier than 7:00 a.m. Contractor must notify CVWMA and CVWMA must approve any exception regarding the extension of hours of collection.

MSW Collection operations shall occur on weekdays except for those weeks affected by a non-collection holiday when collections occur on a Saturday. The following holidays are designated as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on one of the regular collection days (ie. Monday – Friday) collection service will be delayed by one day

after the holiday for the remainder of the week. If additional federal or state holidays are designated during the Initial Term or any Extension Term, Contractor agrees to coordinate with CVWMA to determine whether or not to conduct collection services on the new holiday or delay by one day after the holiday. Contractor and CVWMA agree to make such determinations by October 1 following the designation of such additional holiday. Any changes to the collection schedule resulting from such designation will go into effect in the following year in order to provide notice of such changes to residents.

Collection Location and Alternate Location Service - Except as noted below, residents will place Carts, Containers, Bags, and/or Bundles with MSW and Routine Bulky Waste at the Curbside or in the Alley adjacent to their ERU on their scheduled collection days.

The Contractor shall provide MSW Collection Services to customers who are unable to place MSW Carts, Containers, Bags and/or Bundles Curbside or in Alleys on a case-by-case basis. Front porch or alternate location collection of MSW from an ERU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location services has been made to CVWMA. CVWMA shall notify the Contractor of any customers requiring such service. CVWMA and Contractor shall cooperate in making this determination. MSW collection services provided as a result of such a determination shall be made with no addition to the unit cost to the CVWMA or the resident. Alternate location service shall be limited to three (3) percent of the aggregate number of units in each Participating Locality. The Contractor will provide each collection crew with a list of addresses at which porch or alternate location collection shall occur, by route, to ensure driver awareness of the responsibility to provide alternate location service.

Routes, Collection Schedule and Household Counts - By April 1, 2022, the Contractor shall provide the CVWMA with route numbers and electronic versions of collection route maps that will be used for the residential collection of MSW in the City of Colonial Heights. Ninety (90) days prior to the start of residential collection, the Contractor shall provide the CVWMA with route numbers and maps that will be used for the residential collection of MSW in the Town of Ashland and the Cities of Hopewell and Petersburg. The days of collection must be specified by route. All routing is subject to CVWMA approval and shall be submitted electronically.

Once the Contractor establishes the collection routes, the Contractor shall not change collection days without prior approval of CVWMA. The Contractor shall submit any subsequent requests for permanent route changes in writing for approval by the CVWMA prior to implementation. All routing changes must be documented in the same level of detail as the original maps. The Contractor shall notify residents affected by the routing change.

The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the City of Colonial Heights by February 1, 2022. The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the Town of Ashland and the Cities of Hopewell and Petersburg by February 1, 2024 or 150 days prior to the commencement of MSW collection services in those jurisdictions.

The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction shall be involved in the conducting of unit counts and an updated address listing shall be provided. The Contractor may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

C. MSW Containers

MSW Container Purchase and Distribution - CVWMA, the Participating Jurisdiction, or the Contractor may purchase, assemble and distribute one Cart per ERU, on or about the start of the Contract for the City of Colonial Heights and on or about the implementation of this Contract

in the Town of Ashland and the Cities of Hopewell and Petersburg. If Contractor provided Carts are requested under this Contract, the request shall be made in writing by February 1, 2022 for Colonial Heights or 180 days prior to the start date in the Town of Ashland and the Cities of Hopewell and Petersburg. Contractor shall include inventory tracking technology in or on each Cart for tracking purposes. CVWMA shall have sole approval of color, information and artwork to be included on the Carts throughout the Contract. If Carts are provided by the Contractor for the collection of MSW under this Contract, Carts shall be hot stamped. CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design. The Contractor shall notify the CVWMA when any Cart deemed no longer serviceable is removed.

Cart delivery, replacement and repair - Regardless of who purchases and owns the Carts, the Contractor shall be responsible for providing storage, maintenance, repairs, removals, delivery and tracking of new and existing Carts in a timely manner during the Initial Term and any Extension Term as part of the Monthly Service Fee. Maintenance and repairs shall include repairing or replacing lids, wheels, lift bar, etc. as necessary. If CVWMA or the Participating Local Jurisdiction makes the initial purchase, it shall be responsible for the purchase of replacement Carts to keep inventory for replacements and new deliveries.

Where the Contractor causes damage to or the loss of a Cart, Contractor agrees to replace the Cart at no cost to the CVWMA, Participating Jurisdiction or the affected resident. If the Contractor purchases the initial Carts, the Contractor agrees to replace or repair any Cart which becomes defective during the manufacturer’s warranty period.

Contractor shall deliver Carts throughout the Initial Term and any Extension Term, upon request by CVWMA, on a schedule mutually agreed upon by CVWMA and Contractor, however, shall not occur less frequently than bi-weekly or 14 calendar days.

CVWMA or the Participating Local Jurisdiction shall retain ownership of all Carts they purchase, respectively. If Contractor provides Carts, the ownership of the Carts rests with the Contractor through the Initial Term of the Contract when at such time, ownership of the Carts conveys to the CVWMA or Participating Local Jurisdiction.

D. Litter Baskets and Specific Downtown Area MSW Collection

Litter Baskets - Contractor shall provide collection service to public litter receptacles (“Litter Baskets”) in accordance with the Contract, including the provision of liner bags. The number of Litter Baskets in each of the Participating Local Jurisdictions is as follows:

Jurisdiction	Litter Baskets	Collection Frequency
Colonial Heights	12	Weekly on Wednesdays
Town of Ashland	14	Weekly on Mondays
Hopewell Downtown	18	Twice per Week on Mondays and Thursdays
Petersburg – Old Towne	32	Three Times per Week on Mondays, Wednesdays and Fridays

Specific Downtown Area Collection

Contractor shall provide MSW Collection services from Carts for public buildings and in downtown areas as outlined in the Contract.

Town of Ashland -Contractor shall provide MSW collection services weekly on a regular collection day for the following public facilities located in the Town one time per week:

Location	Address	# of Carts
Police Dept	601 England St	3
Town Hall	121 Thompson St	4
Visitor Center	112 N Railroad Ave	1
N Ashland Railside Park	W Vaughn Road	1
Ashland Skate Park	Randolph St (between England and Myrtle)	2
Carter Park Pavilion	1112 Maple Street	3

City of Hopewell - Contractor shall provide MSW collection services from Carts in Downtown Hopewell twice per week on Mondays and Thursdays. Downtown Hopewell is bound on the west by West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

City of Petersburg Old Towne - Contractor shall provide MSW collection services to ERUs in the Old Towne area (bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River). Collection of MSW shall be made by the Contractor three (3) times per week in the Old Towne area on Mondays, Wednesdays and Fridays. There are approximately 200 ERUs located in the Old Towne area. Routine Bulky Waste collection is also included as part of this specified service.

E. Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities

Contractor shall provide collection and disposal services from FEL and Roll-Off containers from various public buildings and facilities, including convenience centers in each of the respective Participating Localities. The listing of sites, type and frequency of collection in each of the Participating Localities is included in Appendix B of the Contract between the CVWMA and the Contractor.

- 1.. Contractor shall provide, maintain and place the FEL and Roll-Off Containers at the sites identified in Appendix B of the Contract. The Contractor shall include appropriate signage, decals and identification of each FEL and Roll-Off Container. The Contractor shall be responsible for replacing and repairing damaged FEL and Roll-Off Containers as needed. The FEL and Roll-Off Containers shall be owned by the Contractor.
- 2.. Contractor shall collect MSW from the FEL containers in accordance with the schedule provided in Appendix B of the Contract, or as otherwise agreed upon by the parties in writing throughout the Initial Term and any Extension Term of the Contract, and shall dispose of the MSW at a properly permitted Disposal Site.
3. Contractor shall switch out Roll-Off Containers in accordance with the schedule provided in Appendix B of the Contract, which may be revised in writing upon mutual agreement of the parties during the Initial Term and any Extension Term. Contractor shall also switch out Roll-Off Containers within 24 hours of the submission of a request from CVWMA.

4. Contractor shall make available Roll-Off Containers (open top) for temporary or permanent use for the Participating Local Jurisdictions and/or their residents to utilize for self-disposal of MSW. Contractor shall deliver Roll-Off Containers to specified site(s) and remove and dispose of the MSW as requested.

F. Disposal Sites

The Contractor shall notify the CVWMA of each identified Disposal Site for each of the Participating Local Jurisdictions. Any change in Disposal Sites shall be communicated in writing to the CVWMA. The Disposal Sites shall be properly permitted and compliant during the Initial Term and any Extension Term in accordance with applicable Virginia Waste Management Regulations. Contractor shall be totally responsible for all equipment it operates on any Disposal Site, whether publicly or privately operated.

The Disposal Site for the MSW collected in the City of Petersburg shall be Meridian Waste's Tri City Regional Landfill and Transfer Station located at 390 Industrial Drive, Petersburg Virginia 23803. If during the Initial Term and any Extension Term of this Contract, the Contractor is unable to dispose of Petersburg's MSW at Meridian Waste's Landfill or Transfer Station, Contractor shall transport and dispose of Petersburg's MSW at a properly permitted and compliant Disposal Site under terms agreed upon between the CVWMA, Contractor and the City of Petersburg.

G. Customer Service

CVWMA will be responsible for communicating to the Contractor service issues and matters of concern received from residents and the Participating Local Jurisdictions concerning the MSW Collection Services program.

CVWMA will operate a Customer Contact Center whereby residents can contact CVWMA to report service issues and complaints and obtain program information. The CVWMA endeavors to provide a communication system that includes a balance of telephone, electronic mail and other technologies to engage with residents to provide the most-timely response to inquiries and complaints and to provide current information. CVWMA phone number, website and other information will be prominently displayed on all MSW Collection Containers and communications.

CVWMA will keep a record of all communications including name, address and phone number of resident, date of contact, nature of contact and requested disposition. All contact will be logged into a web-based system and any service requests and complaints will generate a work order for the Contractor to resolve. Access to CVWMA's work order system is provided to the Contractor on a real-time basis.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by noon by the CVWMA. When notified by the CVWMA after noon, the Contractor shall have until the end of the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after noon and by 5:00pm Friday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by the end of the day on the next Work Day. The Contractor shall make every effort to resolve the complaint on the day on which notification of the complaint is received.

The CVWMA shall make available to the Participating Local Jurisdictions upon request, information about inquires and complaints received including name, address and phone number of the customer, date of occurrence, nature of occurrence, disposition and date of disposition.

H. Delivery Conditions and Eligible Residential Units

The Participating Local Jurisdictions agree to cooperate with CVWMA and the Contractor in the implementation of MSW Collection and Disposal Services throughout this Special Project Service Agreement. The Participating Local Jurisdictions hereby grant the Contractor the exclusive right to engage in MSW Collection of MSW generated and set out by Eligible Residential Units for service under the Contract.

ARTICLE V. COMPENSATION FOR SERVICES

The services described in this Contract shall be provided by the Contractor for the fees specified herein.

A. Residential MSW Collection Rates:

Collection & Disposal:	
City of Colonial Heights	\$ 13.12/ERU/Month
Town of Ashland	\$ 13.21/ERU/Month
City of Hopewell	\$ 13.21/ERU/Month
City of Petersburg, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 9.89/ERU/Month
Cart Costs	
Carts provided by Contractor, initial roll-out Colonial Heights, Initial Term	\$1.65/ERU/Month
Carts provided by Contractor, initial roll-out Hopewell, Petersburg and Ashland , Initial Term	\$2.13/ERU/Month
Carts provided by CVWMA, initial roll-out City of Colonial Heights	\$0.65/ERU/Month
Carts provided by CVWMA, initial roll-out in PLJ, other than Colonial Heights	See (1) Below
Replacement and New Carts	\$0.10/ERU/Month
Cart	\$75/each
CVWMA Customer Service Assessment	\$ 0.15/ERU/Month
Special Bulky Waste Pick-Up, ERU in any Participating Local Jurisdiction	\$ 125.00/Pick Up

(1) Initial cart purchase and distribution shall be passed on to the PLJ's based on the actual net cost of the carts, assembly and delivery. This initial purchase and distribution can be paid in full by the PLJ upon distribution to ERUs, can be amortized over ten (10) years and charged to the PLJ monthly or other schedule of reimbursement as mutually agreed upon by the CVWMA and the PLJ.

The monthly MSW collection and disposal rates set forth above include the Contractor providing Cart maintenance to include, storage, delivery, removals, and repairs regardless of who makes the initial purchase and delivery of new Carts, regardless of who owns the Carts throughout the term of the Contract.

*MSW taken to the Tri-City Landfill and Transfer Station owned by Meridian Waste located at 390 Industrial Drive, Petersburg, Virginia 23803. Should the Contractor be unable to dispose of MSW at the Tri-City Landfill and Transfer Station at any point during the Initial Term and any Extension Term of the Contract, Contractor agrees to negotiate with CVWMA and the City of Petersburg for an alternative Disposal Site.

B. Roll-Off Hauling and Disposal Rates:

Roll-Off Hauling and Disposal	
City of Hopewell	
Roll-Off Container Hauling, including Container rental	\$ 390.00/haul
Disposal Cost	\$ 35.00/ton
Cities of Colonial Heights & Petersburg and Town of Ashland	
Roll-Off Container Hauling, including Container rental	\$ 425.00/haul
Disposal Cost	\$ 43.00/ton

C. Front-End Load (FEL) Monthly Collection Fees:

Frequency of Collection	2 cubic yard	4 cubic yard	6 cubic yard	8 cubic yard
1 time per week	\$59.50	\$70.75	\$82.15	\$93.20
2 times per week	\$113.25	\$133.70	\$154.35	\$174.65
3 times per week	\$167.00	\$196.70	\$226.55	\$256.00
4 times per week	\$220.80	\$259.70	\$298.80	\$337.50
5 times per week	\$274.55	\$322.70	\$371.00	\$418.90

D. Annual Adjustment

The Contractor will be eligible for an annual adjustment of rates which shall be made on July 1 of each Contract year beginning July 1, 2023 based on the increase in the U.S. Consumer Price Index, Water and Sewer and Trash collection services in U.S. city average, all urban consumers, not seasonally adjusted (Series ID CUUR0000SEHG), for the most recent twelve (12) months ending March 31 prior to the Contractor’s anniversary date. In order to receive a fee increase pursuant to this Section, Contractor must submit a written request to CVWMA on or before June 1 of each Contract year. Annual increases shall not exceed three (3) percent of the previous year’s Contract price for services.

The CVWMA shall be eligible for an annual adjustment of its fees (Replacement and New Carts, Cart and Customer Service Assessment) on the anniversary date of the Special Project Service Agreement each year beginning on July 1, 2024. The CVWMA’s annual adjustment shall be based on the greater of the US Consumer Price Index for All Items in All Cities or \$.005.

E. Eligible Residential Units

The Participating Local Jurisdictions agree to update and maintain address information on all eligible ERUs. The CVWMA shall pay the Contractor for MSW collection services in accordance with the rates and monthly ERU counts set forth herein. Prior to the effective date of this Contract, monthly Unit counts shall be revised by CVWMA and communicated to Contractor to reflect the true addresses eligible for MSW collection services for the City of Colonial Heights. The monthly Unit counts will be established by CVWMA and communicated to Contractor for the Town of Ashland and the Cities of Hopewell and Petersburg prior to the commencement of MSW

collection services in each of the respective Participating Local Jurisdictions. It is anticipated the monthly Unit count will fluctuate during the Initial Term and any Extension of this Contract and will be updated by CVWMA on a semi-annual basis.

F. Change of Law

If at any time during the term of the Contract the “Cost of Operation” (as defined herein) increases over the “Base Period” (as defined herein) as a direct result of changes in State, federal, or local legislation or regulations, excluding changes in tax laws, which affect permit status or availability of the Contractor, the Contractor bears the increase in costs up to five percent (5%) per year, beyond that, fee increases are negotiable. “Cost of Operation” means the cost of providing the collection and disposal services under the Contract during the Base Period. “Base Period” means the six-month (6) period immediately preceding the onset of the financial impact of the new state or federal legislation. Before entering into price negotiations provided by this paragraph, and before selecting a method of compliance that results in the increased Cost of Operation, the Contractor shall consult with and receive approval from the CVWMA of a plan and cost impact statement describing various alternative methods of compliance with the new State, federal, or local legislation or regulation and justifying the selected method of compliance as the most appropriate alternative.

ARTICLE VI. PAYMENT TERMS

- A.** The Participating Local Jurisdictions shall pay CVWMA for services provided pursuant to this Agreement as summarized in Article V above. After having an opportunity to discuss with CVWMA any service fee adjustments, the Participating Local Jurisdictions agree to pay any service fee adjustments approved by the CVWMA that are required under the Contract implementing this Agreement. Participating Local Jurisdictions agree to pay any service fee adjustments approved by the CVWMA that result from changes in service implemented in Participating Local Jurisdictions.
- B.** The CVWMA shall prepare and submit to the Participating Local Jurisdictions in June for July, of each year, an advanced monthly billing invoice for estimated service to be performed. The CVWMA will retain these funds and apply them to the following June invoice.
- C.** The CVWMA shall prepare and submit to the Participating Local Jurisdictions a monthly billing invoice upon receipt of a complete and satisfactory invoice from the Contractor in compliance with Section 5 of the Contract. Participating Local Jurisdictions agree to pay invoices within thirty (30) days from the date of receipt by the Participating Local Jurisdiction.

ARTICLE VII. SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from the Participating Local Jurisdictions and residents served by the Municipal Solid Waste (MSW) Collection and Disposal Services.

ARTICLE VIII. - TITLE TO MATERIALS

Title to, control of and responsibility for MSW collected pursuant to this Agreement and the Contract shall vest to the Contractor at the time of collection from the ERU. Title to, control of and responsibility of MSW prior to collection shall remain with the resident as long as it remains at the ERU. Title to, control of and responsibility of the MSW collected from a Participating Locality site via FEL or Roll-Off shall vest to the Contractor upon collection of the MSW. CVWMA shall not at any time obtain or retain title to any MSW collected or disposed of pursuant to this Agreement.

ARTICLE IX. INSURANCE, PERFORMANCE BONDS/LETTERS OF CREDIT, AND INDEMNIFICATIONS

Insurance: The Contractor shall be required to carry for the life of the Contract with the CVWMA Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia in the amount and coverage specified below. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the CVWMA specifying such limits, with the CVWMA and the individual Member Jurisdictions named as additional insured parties on such policies. In addition, the Contractor shall require the insurer to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond its initial term.

A. Worker's Compensation and Employer's Liability

Statutory Requirements

Additional Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under the Contract is not protected under the Workers' Compensation Statute.

B. Automotive Liability, Including Owned, Non Owned and Hired Car Coverage

Limits of Liability:

Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence

Property Damage \$1,000,000 each occurrence

C. Comprehensive General Liability

Limits of Liability:

Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence

Property Damage \$1,000,000 each occurrence, Including:

- i. Completed Operations/Products
- ii. Contractual Liability for Specified Agreements
- iii. Personal Injury
- iv. Broad Form Property Damage

NOTE: The levels of coverage required in "B." and "C." can be met by the primary policy alone, or in concert with an excess liability policy.

The Contract shall be subject to termination by the CVWMA at any time if said insurance is canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

For the benefit of CVWMA and the Participating Local Jurisdictions, CVWMA will require Contractor to provide notice annually that the insurance policies listed above are current and have not lapsed. Contractor's notice shall include evidence from the insurance company(ies) that the policies have been renewed. In the event that a claim is made against the CVWMA for the Contractor's, or its subcontractor's, act or failure to act, CVWMA will evaluate whether such a claim may be covered by

one or more of the insurance policies above and will promptly provide notice of claim to the appropriate insurance company(ies). For purposes of this section, "claim" is not limited to the filing of a lawsuit against CVWMA and/or the Participating Local Jurisdiction(s) and may include any request for specific performance or payment of damages.

Performance Bond/Letter of Credit: The Contractor shall be required to furnish to the CVWMA, and keep current during the term of the Agreement, including all renewal time frames if applicable, a performance bond for the performance of the Contract and all obligations arising thereunder in an amount stipulated in the Contract. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia having an "A-" or better rating by A. M. Best or Standard and Poor's and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor(s) shall be notified in writing of that unacceptability, with a copy to the Participating Local Jurisdictions. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract(s) period. CVWMA will forward a copy of Contractor's notice of cancellation to Participating Local Jurisdictions within ten (10) business days of receipt.

Indemnification: The Contractor shall indemnify and hold the CVWMA, its individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the CVWMA, and its Member Jurisdictions, and their elected officials, officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Agreement and the Contract or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract.

This Article shall survive the expiration or termination of this Agreement.

ARTICLE X. FORCE MAJEURE

A. Failure of any party to this Agreement to perform under this Agreement by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other party in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

- B.** Should the Participating Local Jurisdictions be unable to receive the benefit of the services contemplated under the Contract due to the Contractor's failure to perform by reason of Force Majeure, the CVWMA shall, where practicable, take all reasonable steps to secure another vendor to perform the work as described in the Contract according to the already established schedule of rates, fees and charges in this Agreement. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, the parties may agree to a new schedule by written amendment to this Agreement. If the parties are unable to agree on a new schedule, this Agreement shall terminate.

ARTICLE XI. AUDITS, INSPECTIONS AND EXAMINATIONS

- A.** CVWMA's records, which shall include but not be limited to all documents, accounting records, written policies and procedures, contract files (including proposals of successful and unsuccessful Offerors), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement, shall be open to inspection by the Participating Local Jurisdiction and subject to audit and/or reproduction, during normal working hours or at such other times as are mutually agreed upon by the parties, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by CVWMA or any of its agents or vendors pursuant to this Agreement.
- B.** For the purpose of such audits, inspections, examinations and evaluations, the Participating Local Jurisdiction's agent or authorized representative shall have access to records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by the Participating Local Jurisdiction to CVWMA for each fiscal year of service pursuant to this Agreement.
- C.** The Participating Local Jurisdiction's agent or authorized representative shall have reasonable access to CVWMA's facilities, shall have reasonable access to all necessary records, and shall be provided reasonable access to adequate and appropriate work space in order to conduct audits in compliance with this Article. The Participating Local Jurisdiction's agent or authorized representative shall give the CVWMA reasonable advance notice of intended audits.
- D.** When necessary, CVWMA will assist the Participating Local Jurisdiction in effectuating an inspection by the Participating Local Jurisdiction of records of the Contractor and any subcontractor related to the Contract, pursuant to the agreement of CVWMA and the Contractor in Sections 14 and 15 of the Contract.

ARTICLE XII. LICENSES, PERMITS AND CERTIFICATES

The responsibility for ensuring that all licenses, permits and certificates required in connection with any and all parts of the Special Project implemented by the Contract rests with the Contractor. For the benefit of CVWMA and the Participating Local Jurisdictions, CVWMA may require Contractor to provide notice annually that all required licenses, permits, and certificates are current and have not lapsed.

ARTICLE XIII. TERMINATION

- A.** In the event the Participating Local Jurisdiction lawfully fails to appropriate funds to pay for services received under this Agreement, this Agreement shall terminate within the Participating Local Jurisdiction. The Participating Local Jurisdiction shall make every effort to notify the CVWMA of its inability to appropriate funds at least ninety (90) days prior to its effective date.
- B.** If the CVWMA's Contractor fails to perform in a satisfactory manner, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the Participating Local Jurisdiction shall have the right to demand, in writing, adequate assurance from the CVWMA and the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the CVWMA shall obtain a response from the Contractor and said response will be immediately forwarded to the Participating Local Jurisdiction. The CVWMA will determine, in consultation with the Participating Local Jurisdiction, if the situation has been rectified. However, final decision on whether a situation has been rectified shall rest in the discretion of the CVWMA after investigation. CVWMA shall provide written notice of its decision in this regard to the Participating Local Jurisdiction and Contractor within 15 days of receipt if demanded from Participating Local Jurisdiction. In the event that the Contractor has not corrected the situation in accordance with the terms of the Contract with the CVWMA, the Participating Local Jurisdiction may render notice of termination or participation under the terms of the Agreement.

ARTICLE XIV. TITLES OF SECTIONS

Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

ARTICLE XV. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Agreement. A signed original is to be fastened to the original Agreement with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Agreement.

ARTICLE XVI. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Agreement shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Agreement.

ARTICLE XVII. - DELEGATION

Neither the Participating Local Jurisdiction, nor the Contractor nor the CVWMA shall delegate its duties under this Agreement without the written consent of the other. Further, as also referenced in Section 29 of the Contract, no assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA and the Participating Local Jurisdiction.

ARTICLE XVIII. NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Contractor, the CVWMA and the Participating Local Jurisdiction or the formation of a partnership.

ARTICLE XIX. - SEVERABILITY AND WAIVER

Should any term, provision or other part of this Agreement be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

ARTICLE XX. NON-APPROPRIATION

The MSW Collection and Disposal Services implemented and governed by this Agreement are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdiction. The continuation of the terms, conditions and provisions of this Agreement beyond the end of any government fiscal year is subject to the approval and ratification by the governing body of the Participating Local Jurisdiction and appropriation of the necessary money to fund this Agreement for the succeeding fiscal year by the Participating Local Jurisdiction.

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IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

McCandlish Holton, P.C.

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

TOWN OF ASHLAND

Locality Attorney or designee

By: _____
Town Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

Locality Attorney or designee

CITY OF COLONIAL HEIGHTS

By: _____
City Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

McCandlish Holton, P.C.

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

CITY OF PETERSBURG

Locality Attorney or designee

By: _____
City Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

McCandlish Holton, P.C.

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

CITY OF HOPEWELL

Locality Attorney or designee

By: _____
City Manager or designee

Date: _____