

**SPECIAL PROJECT SERVICE AGREEMENT FOR  
RESIDENTIAL RECYCLING AND DROP OFF PROCESSING 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
<b>Town of Ashland (ASH)</b>	√
<b>County of Charles City (CCC)</b>	
<b>County of Chesterfield (CHE)</b>	
<b>City of Colonial Heights (COL)</b>	√
<b>County of Goochland (GOO)</b>	√
<b>County of Hanover (HAN)</b>	√
<b>County of Henrico (HEN)</b>	√
<b>City of Hopewell (HOP)</b>	√
<b>County of New Kent (NKT)</b>	√
<b>City of Petersburg (PET)</b>	√
<b>County of Powhatan (POW)</b>	√
<b>County of Prince George (PG)</b>	
<b>City of Richmond (RIC)</b>	√

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 Residential Recycling and Drop Off Processing 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 Residential Recycling and Drop Off Processing Services as reflected in a Contract for these services with TFC Recycling and approved and authorized by the CVWMA Board of Directors by Resolution 21-16 on June 22, 2021 and as described in RFP 21-02, issued November 16, 2020 (hereinafter “RFP”); and in accordance with a proposal offered by and negotiated with TFC Recycling.
- 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 the passageway between or behind EDUs.
2. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *Base Level of Service Fee* – shall include Bi-Weekly (every other week) collection of recyclables from 95-gallon carts from all households within the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the County of Henrico, the Town of Ashland and designated areas of the Counties of Goochland and Hanover, regardless of who owns the Carts, processing and marketing of Recyclable Material and ongoing maintenance, repairs, removals and delivery of new and existing Carts.
4. *Bi-weekly Residential Recycling Collection Service* – shall mean the every other week collection of all Recyclable Materials, by the Contractor, from Eligible Dwelling Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
5. *Comix or Commingled Containers* – metal food and beverage cans (aluminum, "tin", steel and bi-metal); aluminum foil, brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small household plastic containers.
6. *Comix Index* – refers to the aggregated index pricing based on the percentage mix of commingled containers using the Secondary Materials pricing section found in RecyclingMarkets.net, Market Region 2, using the last day of each month as the index updated. The average percentage mix of the recovered recyclables is to be updated at least once per year per the requirements in the Contract in Section 4.5.11, Auditing of Recyclable Materials, and shall include the percentage and cost of disposal of Residue as defined in this Section. An example of this index is included in Attachment A of the Contract.
7. *Contaminated Recyclable Materials* - shall mean foreign matter mixed with Recyclable Materials.
8. *Contract* – shall mean the written document and all amendments thereto between CVWMA and the Contractor governing the provision of Residential Recycling and Drop Off Processing Services.
9. *Contractor* - shall mean the individual, contractor, firm, partnership, joint venture, corporation, association or its subcontractor performing the Residential Recycling and Drop Off Processing Services under Contract with CVWMA and for the purposes of this Agreement shall mean TFC Recycling.
10. *Cardboard or Old Corrugated Containers* - (Cardboard or OCC) – post-consumer corrugated cardboard packaging material.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Curbside Index* – Calculated monthly using a matrix of the average percentage mix of single stream materials processed at the Materials Recovery Facility and the index pricing for the recovered fiber commodities from the Recovered Paper – Domestic Section of the Southeast Region monthly edition of the Fastmarkets Resource Information System Incorporated (RISI) periodical, plus the index pricing for the percentage mix of the comix or commingled containers from the Secondary Materials Pricing section found in RecyclingMarkets.net, Market Region 2, using the last day of each month as the index is updated. The average percentage mix of the recovered recyclables is to be updated at least once per year per the requirements in the Contract in Section 4.5.11, Auditing of Recyclable Materials, and shall include the percentage and cost of disposal of Residue as defined in this Section. An example of this Curbside Index is included in the Contract as Attachment B.
13. *Disposal Fee* – shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials that are not Recyclable Materials such as Contaminated Recyclable Materials at a lawful Disposal Site.
14. *Disposal Site* – shall mean a refuse depository for the processing or final disposal of Refuse and Contaminated Recyclable Materials including but not limited to sanitary landfills, transfer stations, mass composting facilities,

incinerators, and mixed waste processing separation centers, which are licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction.

15. *Downstream Vendors* – entities where the Recyclable Material is marketed and delivered, after processing and sorting at the Material Recovery Facility to be used as feedstock in manufacturing and recycling process.
16. *Dwelling Unit* – shall mean a Residential Unit or an Equivalent Residential Unit.
17. *Eligible Dwelling Unit (EDU) or Household* - shall mean a Residential Unit or Equivalent Residential Unit that the Participating Local Jurisdiction has designated for residential recycling services.
18. *Equivalent Residential Unit* – shall mean a Dwelling Unit located in an approved structure or residential complex other than that included in the definition of a Residential Unit or Single Family Residential Unit.
19. *Fastmarkets RISI* – price reporting organization utilized as the source for monthly published market prices for various fiber recyclable commodities, such as Mixed Paper (54), OCC (11) and Sorted Residential and News (56).
20. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Agreement and the 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 the Contract or this Agreement 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.
21. *Limited Access Unit* – shall mean an Eligible Dwelling Unit located on a private road or in such other circumstances where ingress and/or egress requires evaluation in order to determine if curbside collection of Recyclable Materials can occur.
22. *Materials Recovery Facility (MRF)* – shall mean a facility licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, as required, that receives and processes Recyclable Materials and stores Recovered Materials prior to shipment to market.
23. *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.
24. *Monthly Dwelling Unit Count* – shall mean the total number of Dwelling Units eligible to receive Residential Recycling Collection, Processing and Marketing Services within the Service Area on the first Work Day of each month during the term of the Contract and any extensions thereto. The Monthly Dwelling Unit Count shall be presented separately for those Dwelling Units receiving Bi-weekly Residential Recycling Collection Service. Prior to the effective date of this Agreement, the Monthly Dwelling Unit Count shall be revised to reflect changes which occur between the date the Contract is executed by the parties and its effective date.
25. *Multi-Family Residential Units* – classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex. For purposes of the Contract, Multi-Family Residential Units that are logistically feasible to collect Recyclable Material curbside or in the alley from an approved Recycling Container located at each unit are considered an Equivalent Residential Unit.
26. *Net Proceeds* – shall mean the total revenue to Contractor from the sale of Recovered Materials less the reasonable cost of freight to ship said materials to market.
27. *Participating Local Jurisdictions or Participating Localities* – shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for Residential Recycling and Processing Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
28. *Processing Center* – shall mean the Materials Recovery Facility utilized by Contractor.
29. *Recovered Materials* – shall mean Recyclable Materials that have been collected, separated and processed into marketable form.

- 30. *Recyclable Materials*** – shall mean all Corrugated Cardboard, Newsprint and Residential Mixed Paper; metal food and beverage cans (aluminum, “tin”, steel and bi-metal); aluminum foil, brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small plastic household containers.
- 31. *Recycling Processing and Marketing Service*** – shall mean the processing of Recyclable Materials into Recovered Materials and the marketing of said Recovered Materials.
- 32. *Recycling Container or Cart*** – shall mean the receptacle used by Eligible Dwelling Units for the set-out of Recyclable Materials. Recycling Containers will be a 95-gallon receptacle, 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 Eligible Dwelling Units or such other receptacle as may be mutually approved by the CVWMA and Contractor. Personal containers may be used by residents, only as a second container. Personal containers must be a Cart in like size, have wheels, a lid and bar necessary for tipping by an automated side load vehicle and be marked with a CVWMA recycling sticker. Contractor not responsible for damage or loss of personal containers.
- 33. *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.
- 34. *Residential Mixed Paper*** - shall mean newspapers, chipboard, corrugated, brown and white Kraft bags, carrier stock, colored paper stock, "junk mail", magazines, computer paper, envelopes, writing paper, phone books, paperback books, and any other materials if they are so designated by mutual consent between the CVWMA and Contractor. Residential Mixed Paper does not include: wax coated material, carbon paper, foil backed paper, hardback books and any other material if they are so designated by mutual consent between the CVWMA and Contractor.
- 35. *Residential Recycling Collection Services*** – shall mean the provision of Bi-weekly Residential Recycling Collection Service as defined herein.
- 36. *Residential Unit or Single Family Residential Unit*** – shall mean a structure, containing from one (1) to four (4) dwelling units within the structure (or more as requested by the Participating Local Jurisdiction if such structure is determined by the Contractor to be serviceable), which forms an inhabitable unit (i.e. having facilities which are used or are intended to be used for living, sleeping, cooking and eating) for which the CVWMA directs Residential Recycling Collection Service to be provided.
- 37. *Residue*** – shall mean materials collected by Contractor pursuant to the Contract which are not suitable for recycling, which are collected from an Eligible Dwelling Unit along with Recyclable Material and that are remaining after Recyclable Materials are processed for market. Residue DOES NOT include Hazardous Material or any waste products that may originate or be produced at the Material Recovery Facility.
- 38. *Roll-Off Container*** – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of Recyclable Material to be transported by a special Roll-Off Truck/trailer or hooklift truck.
- 39. *Secondary Materials Pricing.com*** – price reporting organization utilized as the source for monthly published market prices for various comix or commingled recyclable commodities found at RecyclingMarkets.net.
- 40. *Service Area*** – shall mean that geographic area in which Residential Recycling and Drop Off Processing Services pursuant to the Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
- 41. *Single Stream*** – the system in which all Recyclable Materials are mixed during collection, with the Recyclable Materials being separated at the Material Recovery Facility and sorted by commodity into Recovered Materials for marketing.
- 42. *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 as outlined in the Contract between CVWMA and the Contractor.

43. *Trash* – shall mean combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
44. *Workday* – shall mean any day Monday through Friday that is not a non-collection day, or Saturday in the event of a holiday week.

### ARTICLE III. TERM OF AGREEMENT

- A. Initial Term: the initial term of this Agreement shall be for a ten (10) year period beginning on or about July 1, 2023 and ending on June 30, 2033.
- B. Option to Renew: Should the Contractor and CVWMA extend the Contract per section 2 of the Contract, the CVWMA and a Participating Local Jurisdiction by written agreement, may extend this Agreement under the same terms and conditions for up to two (2) additional five (5) year periods, commencing on or about July 1, 2033. 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

#### A. Residential Recycling Services

The CVWMA shall through the Contract with the Contractor perform Residential Recycling Services. Residential Recycling Services shall consist of Residential Recycling Collection from Eligible Dwelling Units (EDU) and Processing and Marketing of Recyclable Materials collected.

***Manner of Collection, Processing and Marketing*** - Residential Recycling Services shall provide for the bi-weekly collection of Recyclable Materials, as defined in Article II, placed in Recycling Containers set out by the EDU curbside or in the alley as specified by routes approved by the CVWMA. Recyclable Materials collected shall be delivered to a Materials Recovery Facility for processing and marketing. All materials processed shall be marketed for use as a raw material or used in conformity with Virginia Solid Waste Planning and Recycling Regulations 9VAC20-130-10 et seq. Contractor shall dispose of Residue and non-Recyclable Material resulting from the processing of Recyclable Material. Contractor shall not intentionally dispose of Recyclable Material. Residue and material rejected at the MRF shall be disposed of at a lawfully permitted Disposal Site.

***Hours and Days of Collection and Holidays*** - Residential Recycling Collection shall begin no earlier than 7:00am and cease by 7:00pm. Residential Recycling Collection operations shall occur Monday through Friday except for those weeks affected by a non-collection holiday when collections may 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 (i.e. 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 term of the Contract, CVWMA and Contractor will coordinate with CVWMA on determination of whether or not to collect on the new holiday or delay collection by one day after the holiday. The aforementioned determination will be made by October 1 of the previous calendar year in order to provide collection schedule information to residents.

***Collection Location and Alternate Location*** – Except as noted below, residents will place Recycling Containers with Recyclable Material at the curbside or in the alley on their scheduled collection day. Curbside refers to the area adjacent to paved or traveled roadways. Alley refers to the passageway between or behind EDUs.

The provision of service to Limited Access Units shall be determined on a case-by-case basis. CVWMA and Contractor shall cooperate in making this determination. Residential Recycling 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.

Front porch or alternate location collection of Recyclable Materials from an EDU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location service has been made to and approved by the CVWMA. The CVWMA shall notify the Contractor of any porch customers requiring porch service. No additional monies shall be due the Contractor for the provision of porch or alternate location collection. Porch service shall be limited to three (3) percent of all eligible EDUs in the service area.

**Routes and Household Counts** – CVWMA in coordination with the Participating Local Jurisdictions shall provide the Contractor with a listing of addresses eligible for Residential Recycling Services by March 1, 2022. By September 1, 2022, the Contractor shall provide route numbers and route maps that will be used to collect Recyclable Materials and all routing shall be approved by CVWMA. The address listing as submitted by March 1, 2022 shall serve as the minimum house count billable for the term of the Contract. This is not applicable in Goochland and Hanover Counties as subdivisions may exit the program at any time.

**Expansion of Service** – During the term of the Contract and any extension periods, CVWMA may provide notification to the Contractor to add an area or areas to the existing Service Area within a Participating Local Jurisdiction. The CVWMA, in coordination with the Participating Local Jurisdiction shall provide the Contractor with the addresses of the EDUs to be added and the Contractor shall begin service to such areas within an agreed upon time frame. The addition of areas not contiguous to the existing Service Area and which contain 500 or more Dwelling Units shall be by mutual consent of the CVWMA, Contractor and Participating Local Jurisdiction.

**Contaminated Containers** - The Contractor may decline to collect any Recycling Container containing material other than Recyclable Material. If Recyclable Materials are contaminated through commingling with non-Recyclable Materials, the Contractor shall leave the Recycling Container unemptied and issue a written notice to the customer which contains instructions on the proper procedures for setting out Recyclable Materials. Said notification shall be designed or approved by the CVWMA and the cost of printing of said notices shall be borne by the Contractor. Upon leaving a notice, the Contractor will then log the rejected Recyclable Container and/or non-Recyclable Material into the CVWMA's web-based Customer Service application including the address and specific reasons for non-collection. Rejection notices shall be entered into the CVWMA Customer Service application on the same day of the rejection notice is given to the EDU. In special circumstances, CVWMA may request the Contractor empty contaminated container and/or remove the entire Recycling Container, at the fee established in Article V.

**EnviroPerks** – the Contractor shall provide recycling rewards/incentive program known as EnviroPerks. EnviroPerks can be activated by Participating Local Jurisdictions at any time during the term of the Contract. EnviroPerks is an incentive-based hauler loyalty program that rewards customers for their loyalty while helping them recycle better, reduce waste and live greener lives. EnviroPerks benefits residents and businesses. The benefit to residents is discounts at local and national business. The benefit to businesses is increased foot traffic and increased revenue through increased exposure the EnviroPerks provides.

Each EDU shall be eligible to receive 100 points each month and points never expire. Those points can be used to redeem rewards through the EnviroPerks website. Each EDU is also eligible for Loyalty+ program which could save residents more money per year via discounts on purchases and services from nationally known companies and cash back options.

**Recycling Containers Initial Purchase and Distribution** - CVWMA, the Participating Local Jurisdiction or the Contractor may purchase, assemble and distribute one Cart per EDU, on or about the start of the Contract, except as noted herein. If Contractor provided Carts are requested under this Contract, the request will be

made in writing by July 1, 2022. Contractor shall include inventory tracking technology in or on each Cart for tracking purposes. CVWMA shall have the sole approval of color and information included on the Recycling Containers throughout this Agreement and the Contract.

*Cart Delivery, Replacement and Repair* – regardless of who purchases and owns the Carts, Contractor shall be responsible for providing storage, maintenance, repairs, removals, delivery and tracking of new and existing Carts during the term of the Contract as part of the Base Level Service Fee. CVWMA shall purchase replacement Carts to keep inventory for replacements and new deliveries.

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

*Other Recycling Containers* - Contractor shall provide alternate size Recycling Containers or Bins in communities where large Recycling Carts are not feasible, such as townhome or condominium units that are approved for Residential Recycling Services. CVWMA and Contractor will mutually agree on the size and type of Recycling Container.

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

## **B. Drop Off Processing and Marketing Services**

The CVWMA shall, through the Contract with the Contractor, perform Drop Off Processing Services. Contractor shall accept Recyclable Material at the MRF collected through the CVWMA Drop-Off Recycling Program and/or delivered by a Participating Local Jurisdiction. Recyclable Material will be delivered in a Single Stream or source separated fiber (Mixed Paper and/or OCC) or Commingled Containers.

***Processing and Marketing*** - Contractor shall sort and process Recyclable Material in a manner sufficient to produce Recyclable Materials that meet market specification. Contractor shall process and market Recyclable Materials. All materials processed shall be marketed for use as a raw material or used in conformity with Virginia Solid Waste Planning and Recycling Regulations 9VAC20-130-10 et seq., as may be amended.

***Contamination and Residue***– if Recyclable Material Delivered to the MRF cannot be processed and marketed because of contamination, the Contractor shall be entitled to dispose of that material and any Residue at a properly permitted waste management facility. The Contractor shall document and notify CVWMA, indicating which site the contaminated load came from and provide pictures of the contaminated load. Contractor shall not intentionally dispose of Recyclable Material.

***Holidays*** – the observance of holidays for processing and marketing of Recyclable Materials delivered to the MRF shall be the same as for the Residential Recycling Services as noted in Article IV, paragraph A, herein.

## **C. 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 Residential Recycling 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 Recycling 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 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 12:00pm noon by the CVWMA. When notified by the CVWMA after 12:00pm, 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 12:00pm 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 Workday. The Contractor shall make every effort to resolve the complaint 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.

#### **D. Public Education and Outreach**

The CVWMA will provide a public awareness, promotion and education program to support and encourage participation in the regional Residential Recycling Services program provided by the Contractor. The Public Relations Program shall include, planning and implementation of strategies and best practices to communicate and engage residents in the recycling program. The Authority shall manage communications and serve as a consistent voice across all mediums.

The Public Relations program shall include adequate staffing to coordinate and implement strategies that best reach, inform and engage residents. CVWMA will endeavor to provide and expand educational services that span several different platforms.

CVWMA will design and distribute public education materials, as needed to support the program, which may include information regarding collection schedules, materials collected, preparation guidelines, customer service assistance and how to get involved.

CVWMA will provide a community outreach program to encourage participation and proper preparation of Recyclable Materials to increase diversion of Recyclable Materials within the Service Area. The CVWMA will provide information, materials, training and other assistance to representatives of Participating Local Jurisdictions as well as community, service, religious, school and other local organizations to promote Residential Recycling Services. CVWMA may provide a targeted awareness program to educate and increase participation in areas where participation is low. Programs and outreach can and will be tailored to varying audiences.

Partnerships and relationships will be established with Participating Local Jurisdictions, CVWMA Contractors, area businesses and other organizations to publicize and support Residential Recycling Services. This may include print, broadcast and other media promotions, design, production and distribution of promotional materials. A media relations program shall be developed and implemented to alert and educate citizens on important program changes, improvements and guidelines. Press releases, press kits and/or press conferences may be developed and disseminated as needed.



CVWMA shall develop a comprehensive social media presence and keep current an informative and interactive website. In addition, CVWMA will explore and implement other electronic means of communicating program information directly to/with residents.

CVWMA shall provide Participating Jurisdictions with statistics and reports on educational, promotional and outreach activities, as requested.

**E. Delivery Conditions and Eligible Dwelling Units**

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

**ARTICLE V. COMPENSATION AND REBATES FOR SERVICES AND RATE ADJUSTMENTS**

**A. Residential Recycling Services Billing and Payment** – The rates for Residential Recycling Services are as follows:

<b>Per Unit Monthly Residential Recycling Services</b>	
<b>Base Level of Service</b>	\$3.88 * per household per month
<b>Contractor provided Carts (first 7 years), initial</b>	\$1.18 * per household per month
<b>CVWMA provided Carts, initial distribution</b>	See (1) Below
<b>Cart Replacements, after initial distribution</b>	\$0.05 per household per month through the initial term OR \$70/Cart upon delivery (2)
<b>Cart Purchase, after initial distribution, if Carts provided by CVWMA (3)</b>	\$70/Cart (3)
<b>Cart Purchase and Delivery, after initial distribution, if Carts provided by Contractor (3)</b>	\$85/Cart (3)
<b>24 Gallon Bin</b>	\$14.10
<b>EnviroPerks Loyalty Program (optional)</b>	\$.20 per household per month
<b>One time empty of garbage from recycling Cart, as requested by CVWMA</b>	\$45.00/action
<b>CVWMA Public Education Assessment</b>	\$.085 per household per month
<b>CVWMA Customer Service Assessment</b>	\$.125 per household per month

\* Rate is subject to escalation clause effective July 1, 2023 per Article V. C.

(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 EDUs, 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.

- (2) Each PLJ must decide prior to the start of the Initial Term of the Service Agreement how it prefers to compensate CVWMA for replacement carts and carts for new homes becoming eligible Residential Recycling Services. Option 1: the PLJ shall pay CVWMA the rate included above per household per month and CVWMA will use those funds collected to purchase replacement carts and carts for new EDUs. Option 2: the PLJ shall pay CVWMA per Cart in accordance with the rate included herein upon delivery of the replacement Carts and Carts to new EDUs.
- (3) Cart Purchase and Delivery cost will be evaluated every 6 months and adjusted based on the cost to purchase. Contractor or CVWMA shall provide invoices indicating cost of purchase. This cost includes delivery to the EDU.

**B. Eligible Dwelling Units** – The Participating Local Jurisdictions agree to update and maintain address information on all Eligible Dwelling Units. On or about March 1, 2022, Participating Local Jurisdictions shall provide CVWMA with a listing of addresses eligible for Residential Recycling Services. This initial address listing shall serve as the minimum house count billable for the term of this Agreement. This is not applicable in Goochland and Hanover as subdivisions may exit the program at any time. Participating Local Jurisdictions agree to provide CVWMA with new addresses eligible for Residential Recycling Services at least semi-annually.

**C. Compensation for Services and Escalation Clause:** The Contractor will be eligible for an annual adjustment of rates, which if appropriate shall be made on the anniversary date of the Contract each year beginning July 1, 2023. The Contractor's annual adjustment shall be based on the increase in the US Consumer Price Index for "Garbage and Trash Collection" CUUR0000SEHG02 category on the Consumer Price Index of the United States Bureau of Labor Statistics for the most recent twelve-months ending March 31 prior to the Contract anniversary date, but the increase shall not exceed five (5) percent per year. The initial increase in rates on July 1, 2023 shall be the lesser of 5% or the twenty-four (24) month increase from March 2021 to March 2023 of "Garbage and Trash Collection" category of the Consumer Price Index of the United States Bureau of Labor Statistics.

Any more beneficial pricing structure proffered to a Member Jurisdiction or within a Member Jurisdiction and located within the geographic boundaries of CVWMA compared to that extended under the terms of the Contract during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract.

The CVWMA shall be eligible for an annual adjustment of its fees for Public Education Assessment and Customer Service Assessment on the anniversary date of the Special Project Service Agreement each year beginning 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. Cart Replacement fee shall remain the same for the first five years of this Agreement, at which time the CVWMA and Participating Local Jurisdictions will determine any adjustment to this rate based on costs of Carts. Any increase in cost will subject annual budget approval by the CVWMA Board of Directors.

**D. 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 or federal legislation, 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, it is negotiable. "Cost of Operation" means the cost of 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 new State or federal legislation and justifying the selected method of compliance as the most appropriate alternative.

**E. Drop Off Processing Revenue** – the following rebates shall be calculated monthly and provided by the Contractor to CVWMA for all Recyclable Material received, processed and marketed at the Processing Facility from the CVWMA Drop Off Recycling Program:

Processing & Marketing of:	Revenue provided to CVWMA per ton
<b>Source Separated OCC</b>	80% of the highest price quoted by <i>Fastmarkets RISI</i> for #11 OCC in the Southeast Region
<b>Source Separated Mixed Paper</b>	80% of the highest price quoted by <i>Fastmarkets RISI</i> for #54 Mixed Paper in the Southeast Region
<b>Single Stream</b>	<p>a. 65% of total weight received, shall constitute fiber and CVWMA shall receive a rebate on Fiber calculated monthly based on 80% of the highest price quoted by <i>Fastmarkets RISI</i> for Mixed Paper (54) in the Southeast Region +</p> <p>b. 25% of total weight received shall constitute Commingled Containers (Comix) and CVWMA shall receive a minimum rebate of \$20/ton on Comix and an additional rebate known as the Comix Index calculated monthly (Attachment A) and compared to the Base Line Commodity Revenue of \$100. If the Commodity Revenue is higher than \$100, CVWMA will receive half of the difference, not to exceed \$5/ton. The rebate shall be no less than \$20/ton and not exceed \$25/ton.</p> <p>c. 10% of the total weight received shall be considered Residue and CVWMA shall not receive a rebate nor owe the Contractor.</p>
<b>Comingled Containers (Comix) Only</b>	CVWMA shall receive a minimum rebate of \$20/ton on Comix and an additional rebate known as the Comix Index calculated monthly (Attachment A of the Contract) and compared to the Base Line Commodity Revenue of \$100. If the Commodity Revenue is higher than \$100, CVWMA will receive half of the difference, not to exceed \$5/ton. The rebate shall be no less than \$20/ton and not exceed \$25/ton.

CVWMA shall retain twenty-five (25) percent of the rebates from Contractor and seventy-five (75) percent of such rebates will be passed on to the appropriate Participating Local Jurisdiction based upon tons collected in each respective Participating Local Jurisdiction.

**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 Residential Recycling and Drop Off Processing Services Contract.

**ARTICLE VIII. - TITLE TO MATERIALS**

Title to, control of and responsibility for the Recyclable Material collected pursuant to this Agreement and the Contract shall vest to the Contractor at the time of collection from the EDU. Title to, control and responsibility of the Recyclable Material prior to collection shall remain with the resident as long as it remains at the EDU. Title to, control and responsibility of the Recyclable Materials delivered to the Contractor from the CVWMA Drop Off Recycling Program shall vest to the Contractor upon receipt of the Recyclable Material. CVWMA shall not at any time obtain or retain title to any materials collected or received 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 Participating Local 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 Participating Local 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 and are the result of the acts of negligence or omission of the Contractor. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local 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 Section 14 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, Contractor shall provide evidence thereof upon request by CVWMA or the Participating Local Jurisdiction.

## **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 with respect to residential recycling and drop off processing services. 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 Residential Recycling and Drop Off Processing Services Contract 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: \_\_\_\_\_

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**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: \_\_\_\_\_

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**CENTRAL VIRGINIA  
WASTE MANAGEMENT AUTHORITY**

\_\_\_\_\_  
McCandlish Holton, P.C.

By: \_\_\_\_\_  
Kimberly A. Hynes  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COUNTY OF GOOCHLAND**

\_\_\_\_\_  
Locality Attorney or designee

By: \_\_\_\_\_  
County Administrator or designee

Date: \_\_\_\_\_

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WASTE MANAGEMENT AUTHORITY**

\_\_\_\_\_  
McCandlish Holton, P.C.

By: \_\_\_\_\_  
Kimberly A. Hynes  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COUNTY OF HANOVER**

\_\_\_\_\_  
Locality Attorney or designee

By: \_\_\_\_\_  
County Administrator or designee

Date: \_\_\_\_\_

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WASTE MANAGEMENT AUTHORITY**

\_\_\_\_\_  
McCandlish Holton, P.C.

By: \_\_\_\_\_  
Kimberly A. Hynes  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COUNTY OF HENRICO**

\_\_\_\_\_  
Locality Attorney or designee

By: \_\_\_\_\_  
County Manager or designee

Date: \_\_\_\_\_

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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 HOPEWELL**

By: \_\_\_\_\_  
City Manager or designee

Date: \_\_\_\_\_

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McCandlish Holton, P.C.

**CENTRAL VIRGINIA  
WASTE MANAGEMENT AUTHORITY**

By: \_\_\_\_\_  
Kimberly A. Hynes  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Locality Attorney or designee

**COUNTY OF NEW KENT**

By: \_\_\_\_\_  
County Administrator or designee

Date: \_\_\_\_\_

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**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: \_\_\_\_\_



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**APPROVED AS TO FORM:**

**CENTRAL VIRGINIA  
WASTE MANAGEMENT AUTHORITY**

\_\_\_\_\_  
McCandlish Holton, P.C.

By: \_\_\_\_\_  
Kimberly A. Hynes  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COUNTY OF POWHATAN**

\_\_\_\_\_  
Locality Attorney or designee

By: \_\_\_\_\_  
County Administrator or designee

Date: \_\_\_\_\_

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**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 RICHMOND**

By: \_\_\_\_\_  
Chief Administrative Officer or designee

Date: \_\_\_\_\_