

WASTE DELIVERY/DISPOSAL AGREEMENT

Rev 5-14

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JUN 24 2014
SOLID WASTE
MANAGEMENT PROGRAM

KEY AGREEMENT PROVISIONS SUMMARY

Municipality: Town of Vienna 982702

Municipality Address: 127 Center Street S, Vienna, VA 22180

Effective Dates: July 1, 2014 through January 31, 2021

Contract Disposal Rate: Fairfax County's contract rate

Materials that can be disposed under this Agreement:

Municipal Solid Waste

This Waste Delivery/Disposal Agreement (the "Agreement") is effective as of the date shown in the Key Agreement Provisions Summary above, by and between Fairfax County, Virginia (the "County") and the Municipality named above (together, the "Parties"). The County designates its solid waste disposal facilities as those located at 9850/9898 Furnace Road, Lorton, VA and at 4618 West Ox Road, Fairfax, VA (together the "Facilities"). Other sites may be designated on an emergency basis.

Subject to the terms of this agreement, the Municipality agrees to deliver its municipal solid waste (MSW) to the Facilities, and the County agrees to provide for disposal of such MSW. In consideration of the mutual obligations undertaken, the County and the Municipality agree as follows:

1. Deliveries. The Municipality agrees to deliver to the Facilities all of the MSW it collects or generates. For purposes of this Agreement, MSW shall include putrescible waste from commercial and residential properties, but shall not include: materials required for recycling; waste that may be acceptable at the Facilities but which requires special handling, including but not limited to, tires, ("Special Waste"); and construction/demolition waste that cannot be processed at the Facilities. MSW,

Municipality Waste Delivery/Disposal Agreement
Through January 31, 2021

delivered in the Municipality's or its contractor's vehicles which have Fairfax County permits, will be accepted at the Facilities at the rates set forth in this Agreement.

Special Waste shall only be delivered to the Facilities with prior written authorization from the County. Such authorization will contain any delivery restrictions and the applicable disposal rates.

2. Force Majeure. The delivery commitments set forth in Condition 1 shall be adjusted by mutual agreement of both Parties due to an event of *force majeure*. For the purposes of this Agreement, *force majeure* means an event or condition that has, or may reasonably be expected to have, a material adverse effect on the ability of a party to perform its obligations under this Agreement, if such event or condition is beyond reasonable control, and is not the result of willful or negligent action, or a lack of reasonable diligence on the party relying on the event or condition as justification for not performing or delaying performance of an obligation under this Agreement. The following events constitute *force majeure* events if they meet the requirements of the preceding sentence: an act of terrorism that affects MSW delivery or processing, an act of God, storm, flood, tornado, lightning, landslide; the revocation of any permit or license necessary to perform the obligations hereunder, but not including collection or disposal permits issued by Fairfax County; the inability of the I-95 Energy Resource Recovery Facility to process MSW at its design capacity; or any change in law that materially and adversely affects the operations of the Parties.

3. Pricing/Payment. Except as otherwise provided in this Agreement, the County shall charge and the Municipality agrees to pay the Contract Disposal Rate shown in

Municipality Waste Delivery/Disposal Agreement
Through January 31, 2021

the Key Agreement Provisions Summary. This Contract Disposal Rate shall apply at the beginning of the County fiscal year (July 1). The County will invoice the Municipality, and the Municipality agrees to pay, on a monthly basis by the due date, for the actual tonnage of MSW delivered by the Municipality to the Facilities.

If the Commonwealth of Virginia, or any regulatory agency of the Commonwealth, adds a fee, tax, or any charge for the acceptance or processing of MSW at the Facilities, the additional charge will be added to all MSW delivered to the Facilities under this Agreement. Such charge will begin on the date required by the regulatory authority and continue as required by such authority.

4. Identification of Waste Origin and Material Type. The Municipality agrees that the driver of each truck delivering MSW to the Facilities on its behalf shall inform the scalehouse personnel of the municipality from which the waste originates and the type of material.

5. Inspection. All MSW delivered to the Facilities is subject to inspection.

6. Compliance with Facilities' Rules and Regulations. In the event of a violation of the Facilities' Rules and Regulations, the County reserves the right to ban a driver, vehicle or the Municipality from disposing at all County disposal facilities for a specified period of time determined by the facility manager.

7. Compliance with Covanta Fairfax Rules. If the Municipality or its drivers receive notice of noncompliance with Covanta Fairfax's rules for the facility, the Municipality will notify the County of such, since non-compliance could impact the County's Waste Disposal Agreement with Covanta Fairfax, Inc.

Municipality Waste Delivery/Disposal Agreement
Through January 31, 2021

8. **Term.** This Agreement shall commence upon signature and continue in effect until January 31, 2021, unless terminated or amended as provided herein. Annually, the County will send Exhibit 1 to the Municipality stating the contract and penalty rates for the upcoming fiscal year. The Municipality will sign and return the Exhibit to the County acknowledging the new rates.

9. **Assignment.** This Agreement shall not be assigned by the Municipality without the prior express written consent of the County. A permitted assignment shall not relieve the Municipality of its obligations under this Agreement unless the obligations have been assumed by the assignee.

10. **Termination/Amendment.** This Agreement may be amended by a written mutual Agreement of the Parties. Any duty or obligation of the Municipality under this Agreement which has not been fully performed or discharged shall survive the assignment or termination of this Agreement.

11. **Renewal of Agreement.** Two years prior to the end of this Agreement, the Parties will determine whether each plan to continue the Agreement and a new Waste Delivery/Disposal Agreement will be negotiated, if needed.

Municipality: Town of Vienna

By: Laurie A. DiRocco
Laurie A. DiRocco, Mayor
PRINTED OR TYPED NAME AND TITLE

Date: 6/18/14

FAIRFAX COUNTY, VIRGINIA

By: Paul F. Allen
Director, Solid Waste Management Program

Date: 6/30/14

Municipality Waste Delivery/Disposal Agreement
Through January 31, 2021

**WASTE DELIVERY/DISPOSAL AGREEMENT
EXHIBIT 1**

Rev. 5-14


This exhibit updates the basic Waste Delivery/Disposal Agreement that was previously signed.

Contract Disposal Rate: \$54 per ton

Penalty Rate \$ 75.00 per ton

Municipality: Town of Vienna

Municipality agrees to be bound by the terms of the basic WD/DA for the period ending January 31, 2021 and this Exhibit 1.



Signature

6/19/14

Date

Mayor

Title

FAIRFAX COUNTY, VIRGINIA

By:



Director

Solid Waste Management Program

6/30/14

Date