

RUSSELL COUNTY SANITARY LANDFILL HOST AGREEMENT

This Russell County Sanitary Landfill Host Agreement (“Agreement”) dated _____, 2023, between, Russell County, Virginia, a body politic and political subdivision of the Commonwealth of Virginia (“Russell” or “County”), and The NOVA Company of VA, Inc., a Virginia (“Company”) (singularly, a “Party” and, collectively, the “Parties”).

RECITALS

R-1. Company owns or has acquired certain real property located in the County on which Company intends to construct a Sanitary Landfill (the “Landfill”). The said property comprises a total of approximately 1,250 acres, more or less, and is more fully described on a plat which is attached hereto as **Exhibit A**, and to which plat reference is hereby made for a more complete and accurate description of the Landfill real property.

R-2. Company will apply to the Virginia Department of Environmental Quality (“VDEQ”) for, and will seek to obtain, a Virginia Solid Waste Management Facility Permit (the “Permit”) for the construction and operation of the Landfill.

R-3. After the Permit is issued to Company, the Company will commence operations of the Landfill under the Permit and in accordance with the terms of this Agreement and applicable zoning regulations.

R-4. Virginia Code §10.1-1408.1.B.7 requires that any application for a new solid waste management facility permit must be accompanied by certification from the local governing body that a host agreement has been reached between the applicant and the governing body. While the Landfill is referred to as a “sanitary landfill” in this Agreement, it is a “municipal solid waste landfill” within the meaning of Virginia Code §10.1-1408.1(B)(7). Russell and the Company intend to, and do, enter into this Agreement for the purpose of complying with Virginia Code §10.1-1408.1(B)(7) and to set forth their respective rights, duties, and obligations.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

DEFINITIONS

"The "Act" shall mean the Virginia Waste Management Act, 10 Va. Code §§10.1-1400 et. seq.

"Agricultural Waste" means all solid waste produced from farming operations, including farm-related Construction Waste.

"Company" shall have the meaning set forth in preamble hereto.

"Compensable Solid Waste" means all Solid Waste received at the Landfill except: (1) Solid Waste from County residents accepted; (2) Solid Waste received from County Government facilities; (3) daily cover materials and beneficially reused materials; (4) other material for which Company does not receive payment for acceptance at the Landfill from County residents or organizations located in the County; and (5) other material for which Company does not receive payment for accepting at the Landfill,

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

"Container" means any portable device in which a material is stored, transported, treated, or otherwise handled and includes transport vehicles that are containers themselves (e.g., tank trucks) and containers placed on or in a transport vehicle.

"Costs" shall have the meaning set forth in Section 6.6 hereof.

"County" shall have the meaning set forth in preamble hereto.

"County Government" means agencies, departments, and other entities staffed primarily by County employees; public schools located in the County; and institutions administered and funded by the County, including jails, parks, and playgrounds, but excluding agencies and

departments of the Commonwealth of Virginia or the federal government. Notwithstanding the foregoing, for purposes of this Agreement, County Government shall include all governmental or quasi-governmental offices in the County for which the Solid Waste is collected by County employees, including, but not limited to, the Virginia Cooperative Extension Office and the local office of the Virginia Department of Social Services.

“Debris Waste” means Solid Waste resulting from land-clearing operations. Debris Waste includes, but is not limited to, stumps, wood, brush, leaves, soil, and road spoils.

“Demolition Waste” means Solid Waste that is produced by the destruction of structures and their foundations and includes the same materials as Construction Waste.

“Disaster Waste” means any Solid Waste and debris that is generated as a result of, or in connection with, any significant storm or other severe weather occurrence, natural or man-made disaster, war, act of terrorism, or other similar occurrence or event, and such similar Solid Waste generated in connection with clean-up and/or reconstruction activities resulting from any such occurrences or events.

“Hazardous Waste” shall have the meaning set forth in Section 1.2.b hereof.

“Household Waste” means any Solid Waste material, including garbage, trash, and refuse, derived from households. Households include single residences, individual apartment units, and duplexes. Household Waste does not include sanitary waste in septic tanks (septage) that is regulated by other state agencies, and does not include containers utilized by commercial landlords or other businesses.

“Landfill” shall have the meaning set forth in the Recitals hereof.

“Landfill Liaison” mean one employee of the County whose responsibility is as required pursuant to Va. Code §10.1-1408.1(B)(7).

“Municipal Solid Waste” means that Solid Waste that is normally composed of residential, commercial, institutional, approved industrial, or approved special Solid Waste, and residues derived from combustion of these wastes.

“Operation” means all waste management activities at a Solid Waste Management Facility beginning with the initial receipt of Solid Waste for treatment, storage, disposal, or transfer and ceasing with the initiation of final closure activities at the Solid Waste Management Facility subsequent to the final receipt of Solid Waste.

“Party” or “Parties” shall have the meaning set forth in preamble hereto.

“Permit” means the written permission of the Virginia Department of Environmental Quality (“VDEQ”) to own, operate, or construct a Solid Waste Management Facility.

“Post-closure” means the requirements placed upon Solid Waste Disposal Facilities after closure to ensure environmental and public health safety for a specified number of years after closure.

“Reclaimed Material” means material that is processed to recover a usable product or is regenerated to a usable form.

“Refuse” means all Solid Waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from cleanup of spills or contamination, or other discarded materials.

“Regulations” or “VDEQ Regulations” means VDEQ regulations pertaining to the permitting, operation, monitoring, and closure of a Solid Waste Management Facility.

“Sanitary Landfill” means an engineered land burial facility for the disposal of Municipal Solid Waste that is so located, designed, constructed, and operated to contain and isolate the waste so that it does not pose a substantial present or potential hazard to human health or the environment.

“Sludge” means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of treated effluent from a wastewater treatment plant.

“Solid Waste” means any garbage, Refuse, Sludge, and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, commercial, mining, agricultural operations, or community activities, but does not include, special nuclear,

or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended. Solid Waste also includes approved special waste.

“Solid Waste Disposal Facility” means a Solid Waste Management Facility at which Solid Waste will remain after closure.

“Solid Waste Management Facility” or “SWMF” means a site used for planned treating, storing, or disposing of solid waste. A facility may consist of several treatment, storage, or disposal units. The Sanitary Landfill, or Landfill, which is the subject of this Agreement is a Solid Waste Management Facility.

“Transfer Station” means a collection point operated by the County for the temporary storage of solid waste provided for individual solid waste generators who choose to transport solid waste generated on their own premises to an established centralized point, rather than directly to a disposal facility.

“Unacceptable Waste” shall have the meaning set forth in Section 1.2 hereof.

SECTION 1. OPERATIONS

1.1 Acceptable Waste

The Landfill shall be permitted and operated, and will continue at all times to operate, as authorized to accept Municipal Solid Waste, Construction Waste, Debris Waste, Demolition Waste, and Disaster Waste so long as the said Disaster Waste is not of any type identified herein as Unacceptable Waste, as defined in Section 1.2 below (hereinafter such authorized waste is referred to a "Acceptable Waste"). Company will operate the Landfill as a and will accept only those wastes authorized by the Act and Regulations as they may from time to time be amended by the Permit, including subsequent Permit(s) and Permit modifications that may be issued from time to time; and authorized by this Agreement.

1.2 Unacceptable Waste. The Company shall not accept for disposal in the Landfill any of the following (“Unacceptable Waste”):

- a. Any material the disposal of which at the time of acceptance would violate the then-existing Permit or any then-current federal, or state, laws, rules or regulations pertaining to a Landfill;

b. Any "Hazardous Waste" which shall be deemed to be: (i) any waste defined as "hazardous waste" by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as "hazardous material" or identified as hazardous waste and described and regulated by VDEQ's Hazardous Waste Management Regulations; (iii) Solid Waste, which because of its quantity, concentration or physical, chemical or infectious characteristics may: (A) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (B) pose a substantial present or potential hazard to human health, the Landfill, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. §2011, et seq., or the Southeast Interstate Low-Level Radioactive Waste Management Compact, or the implementing regulations of either;

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

1.3 Removal of Unacceptable Wastes. In the event Unacceptable Waste is deposited in the Landfill, the Company shall promptly cause the same to be disposed of in accordance with all applicable laws and regulations.

1.4 Service Area. The Company may apply to VDEQ for a landfill permit covering the maximum allowable service area. Provided, further, the Landfill may accept Disaster Waste for disposal from within the continental United States upon the written approval of VDEQ.

1.5 Period of Obligations; Fees; Termination. The Company's obligations to provide the disposal services described herein shall be at coterminous with the Operation of the Landfill. The Company shall use its best efforts to cause the Landfill to be permitted to operate as soon as reasonably practicable. The Company shall comply with all applicable Landfill post-closure requirements imposed by federal, state, and local laws, regulations, and permits.

1.6 Operating Hours. Access to the Landfill shall be controlled by a gate and/or scale house. A gate/scale house attendant shall be present during operating hours at the entrance road to screen incoming waste. The attendant shall prohibit the entrance of unauthorized vehicles and vehicles with unauthorized cargo. Those vehicles not permitted into the Landfill will be turned away at the gate-/scale house. Access after operating hours will be allowed only to employees of Company and to Landfill personnel. The regular Landfill operating hours may be twenty-four (24) hours per day, seven (7) days per week or such lesser period as established by the Company.

1.7 Scales. The Company shall operate scales or use railroad weights from the rail carriers. Truck scales may be used at the Landfill entrance or at such other location as may be determined by the Company to ensure the proper weighing of vehicles entering the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated.

1.8 Liabilities and Duties.

The Company shall assume all liabilities and duties for compliance with all applicable laws and regulations, with the Permit and with all subsequent amendments thereto, and with other permits and authorizations applicable to the Landfill. The Company will operate the Landfill in compliance with all applicable laws, regulations and permit requirements.

1.10 Safety and Security.

a. Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point, the Company may use private roads as needed. The access points will be equipped with a gate which shall be closed and locked during non-operating hours. The Company shall be responsible for initial screening of Solid Waste to determine the appropriate disposition within the Landfill. Sensors shall be used to assist this determination for commercial and private loads as deemed necessary by the Company. There will be a record made of all entering vehicles, and the Company will provide appropriate security throughout the Landfill. Traffic flow shall be regulated by adequate signage. Private cars and pickup trucks shall be directed away from the active Landfill.

b. Weighing-In. All trucks entering and leaving the Landfill for the purpose of disposing of Solid Waste may be weighed at the entrance. Trucks owned by the Company and other regular users do not need to be weighed upon leaving if the vehicle tare weights are known. Such trucks must be weighed at least annually to check such weights. Trucks hauling waste from rail carriers are not required to be weighed.

c. Non-Approved Waste. The scale attendant shall request from the driver of each vehicle entering the Landfill a description of the waste it is carrying to assure that Unacceptable Wastes are not allowed into the Landfill. Signs shall be conspicuously posted informing users of acceptable waste and Unacceptable Waste.

1.11 Road Cleaning. In order to minimize the transfer of dirt or debris from the Landfill onto state-maintained roads, the Company will sweep, as needed and as permitted by weather conditions, the entrance road to the Landfill.

1.12 Litter Control. All Solid Waste shall be compacted as soon as practicable or after it is unloaded on the site. Cover material shall be applied daily in accordance with the Permit. The working area of the Landfill will be kept as small as practicable to minimize the potential for blowing debris. Litter control will be provided by temporary fencing or cover, if necessary.

1.13 Disaster Support. Company will provide disaster support to the County in the event that the Landfill is needed to accept approved Disaster Waste from an event affecting the County or its residents.

1.14 Combustibles. Company will reimburse any approved expense incurred by local fire and rescue personnel in the event that a fire or similar event may occur at the Landfill.

1.15 Inspections and Monitoring.

a. Site Inspection Checklist. The site inspection checklist shall be maintained in the administrative offices at the Landfill. Results of previous inspections are to be maintained for three (3) years. Inspections shall be made by the Landfill Supervisor, and may include a representative of the County, and a representative of VDEQ.

b. Gas Generation. Company shall establish a methane gas monitoring system at the Landfill. In the event of the sale of such methane gas [or other energy resources], the County shall receive a royalty of 5% on any sale by the company or any of its affiliates, to be paid within thirty (30) days of the end of each calendar quarter.

c. Groundwater Sampling and Testing. Monitoring wells shall be constructed with the locations of said wells to be approved by VDEQ prior to their construction. All drilling logs will be retained and made available at the County's request. Upon approval of the Permit, background water samples shall be taken per the parameters as established by the VDEQ. Upon request, this information will be provided to the VDEQ and the County, thereby establishing the basis for future and on-going monitoring efforts.

d. Surface Water Sampling – as required by DEQ

e. Residential Water – as required by DEQ

SECTION 2. FEES, PAYMENTS, AND CONTRIBUTIONS

2.1 Host Fee.

a. Upon commencing Operation of the Landfill, Company will pay to the County a Host Fee of one dollar (\$1.00) per ton for each ton of Compensable Solid Waste accepted for disposal in the Landfill. The Host Fee shall be calculated and paid on a calendar month basis and payment shall be made to the County on or before the twentieth (20th) day of the month immediately following the month for which the fee is calculated. The Host Fee shall be adjusted annually, beginning on the fifth (5th) anniversary of the beginning of Operation of the Landfill, and on each anniversary thereafter, to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%) on each anniversary.

2.2 Additional Initial Fees. After receiving unappealable and final approvals and DEQ Part A & B approval to construct and operate the Landfill on the property, including all necessary conditional use permits, the Company will pay to the County or its designee \$75,000. The payment will be made within 30 days after the payment is approved. The purpose of this payment is to defray the costs and expenses incurred by the County in

connection with (i) the negotiation and execution of this Agreement and other matters related to this Agreement, (ii) the zoning and permitting processes related to the approval of the Landfill, (iii) the permitting process with VDEQ related to the approval of the Permit, and (iv) the construction of the Landfill.

SECTION 3. CONSTRUCTION AND ADMINISTRATION

3.1 Landfill Liaison.

- a. During the operation of the Landfill, the County may appoint a person as a liaison to work with the company and report to the Board of Supervisors. The Landfill Liaison shall have access to the Landfill at all times during normal working hours.
- b. Subject to compliance with safety requirements prescribed by Company, which may include, without limitation, training, use of protective equipment and escort by Company personnel, the Landfill Liaison shall have access to working areas of the Landfill.
- c. Every thirty (30) days, or as needed, the Company representatives and the Landfill Liaison may meet to discuss the Landfill Liaison's activities at the Landfill.

3.2 Landfill Liaison Authority. The Landfill Liaison shall be an employee of the County and in no way responsible to the Company other than for compliance with job site safety rules. The Landfill Liaison is expressly authorized to do the following:

- a. To be present at the Landfill at any time during Operating Hours.
- b. To have access to any and all portions of the Landfill and all buildings thereon.
- c. May, if requested by the Board of Supervisors, review any books, records or logs kept at the Landfill

and relating to operation of the Landfill (excepting financial records).

- d. May, if requested by the Board of Supervisors, participate in the taking of samples required by applicable Regulations or this Agreement.
- e. May at the request of the Board of Supervisors review test results and reports obtained in connection with the Landfill.

3.3 Books and Records.

a. Quarterly Reports. The Company shall keep records of Solid Waste received and the County shall have the right to inspect and audit the same insofar as they pertain to the operation of the Landfill. The records shall show the type, weight, source (State of origin) and volume of Solid Waste received; deviations made from the plan of operation; those parts of the Landfill currently used; specific complaints regarding the operation of the Landfill; written notices of violation of law; all written communications with local, state and federal governmental authorities relating to the Operation of the Landfill; and receipt records. Such record shall also specify the amount of Solid Waste received from County residents and from County Government facilities disposed of at the Landfill. The Company shall prepare reports of all waste placed in the landfill on a quarterly basis, certified by an officer of Company and send such reports the County on or before the fifteenth (15th) day of the month immediately following the end of such quarter.

b. Annual Report. Company shall prepare and furnish to the County an annual report which shall provide a summary of the information required in the quarterly report.

3.4 Information Sessions. Quarterly, while the Landfill is in operation, the Company shall meet with the Board of Supervisors or its representative(s) to discuss the landfill operations; all issues, concerns, noncompliance reports; complaints and their resolution; and other items as requested by the County. The Company staff shall meet with the Landfill Liaison as frequently as necessary for the Landfill Liaison to perform their duties assigned.

3.5 Permits and Approvals.

a. As part of the consideration for this Agreement, the County will cooperate fully with Company's efforts to obtain Permits, Permit transfers and/or Permit amendments authorizing the Landfill construction and/or operation, including the performance of infrastructure studies, traffic studies, zoning approvals, and other information necessary for preparation of a complete application. The County will make available to Company upon request access to all records and data in its possession or control pertaining to the Landfill. The County will use its best efforts to support and cooperate with Company's efforts to obtain the Permit and any necessary amendments to the Permit for the Landfill construction, and for the Landfill's operation, and will process expeditiously requests for zoning, rezoning, permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent Company from receiving and maintaining a Permit, and other local permits and approvals that are consistent with the applicable ordinances and zoning, including any conditional use permits. Provided however, nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of Company.

3.6 Cell Construction. Cell construction shall be in accordance with the Permit and VDEQ Regulations and other regulations governing cell construction.

3.7 Reporting. The Company will supply to the County, on a quarterly basis, copies of all of its inspection reports, monitoring data and disposal arrangements of rejected or removed loads. Company also will supply to the County upon request data relating to Landfill construction.

3.8 Buffers. As required by DEQ

3.9 Internal Roads. Roads in the operating Landfill shall be graded as necessary to maintain smooth, well drained surfaces. During dry periods, these operating roads may be sprayed with water as necessary to reduce and minimize dust.

SECTION 4. CLOSURE

4.1 Facility Closure, Monitoring and Maintenance Financial Assurance.

In accordance with VDEQ Regulations related to facility closure, corrective action, monitoring and maintenance, Company shall either maintain the required financial test ratios or shall pay to the Commonwealth of Virginia by either a trust fund, letter of credit or deposit of collateral as allowed by the VDEQ Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, an amount sufficient to meet those Regulations and further to close the Landfill in any current year and maintain and monitor it for a period of thirty (30) years following closure. These amounts shall be determined and maintained in accordance with VDEQ Regulations.

4.2 Landfill Site Closure, Final Plan and Completion.

a. Landfill Closure. The closure of the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits. No less than two years prior to the anticipated closure, the Company shall develop a closure and post closure plan for review by the County. The final closure plan must be approved by VDEQ or its successor regulatory authority prior to initiating closure.

b. Post Closure Care. The post closure care for the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits.

SECTION 5. DEFAULT

5.1 No Joint Venture. This Agreement is entered into solely for the purposes set forth herein and shall not be construed to create a joint venture or partnership between Company and the County.

5.2 Cooperation by County.

a. The County Board of Supervisors will work with Company to advance the interests of the County financially and to promote clean, healthy waste disposal facilities.

b. The County will encourage new businesses locating in Russell County to utilize the services of county to haul waste to the Landfill.

SECTION 6. MISCELLANEOUS

6.1 Compliance With Laws. Company shall operate and close the Landfill in compliance with all applicable federal and state laws, regulations, and permits. In the event that the Company is notified of any violation at the Landfill of any applicable federal or state law, regulation, or permit, the Company shall promptly (a) notify the County of said violation, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation. The Company shall comply with all applicable laws, regulations, rules, and ordinances which generally govern the operation of a business within the County.

6.2 Insurance. The company will obtain and maintain, in effect, comprehensive general liability insurance with minimum coverage limitations as established by VDEQ, employer's liability and worker's compensation as required by Virginia law, and any such other insurance as required by law.

6.3 Access, Hauling Routes, and Daily Traffic Volume. The Company will take appropriate measures to inform its customers and contractors of the preferred access route, to advise them that the preferred access route is the preferred route to the Landfill. The Company will, to the extent possible, enforce these restrictions through appropriate contract conditions and disciplinary measures.

6.4 Notification. Within fifteen (15) days of the Company's receipt of same, the Company will notify the County of any warning letters, notices of violation, or other notices of enforcement action resulting from operation of the Landfill.

6.5 Term; Modification.

a. This Agreement shall become effective upon execution and shall remain in effect until Solid Waste is no longer accepted at the Landfill, unless sooner terminated as permitted under the terms of this Agreement, or by a subsequent written agreement

of the Parties. The Parties acknowledge that the closure period for the Landfill pursuant to the Act and Regulations may extend the term of this Agreement for up to 30 years following closure of the Landfill.

b. If possible, the Company will notify the County, in writing, at least 180 days prior to ceasing acceptance of Solid Waste at the Landfill.

c. This Agreement may be modified only by an instrument in writing, executed by the Parties.

d. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

6.6 Indemnification and Guaranty.

a. The Company hereby agrees to indemnify and hold harmless the County from all claims, demands, and actions, legal or equitable, costs, liabilities, and expenses (including court costs and reasonable attorneys' fees) (the "Costs") arising from or in connection with the Landfill, including, without limitation, Company's design, construction, operation, maintenance, monitoring, and closure thereof, or otherwise in connection with this Agreement, and/or the County's enforcement thereof. Company further agrees to indemnify and hold harmless the County from any action brought by any landowner seeking damages for any reason as a result of the Landfill, including, but not limited to, personal injury, property taking, property damage, trespass, nuisance, and/or inverse condemnation.

b. Liability for all conditions of the Landfill shall be assumed by Company as of the date of this Agreement. The County shall not be liable for any condition. Company shall indemnify and hold County harmless for any condition related to the Landfill.

c. The provision of this Section 6.6 shall survive any termination of this Agreement.

6.7 Breaches and Defaults.

a. In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

b. This agreement may be terminated by the County if the Permit is revoked by VDEQ.

c. To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

If to Company: The NOVA Company of VA, Inc.

If to the County: Russell County, VA

If the County or the Company files a lawsuit, counterclaim, or cross-claim to enforce any provision of this Agreement, the substantially prevailing party is entitled to all reasonable attorneys' fees, litigation expenses, and court costs.

6.8. Choice of Law and Venue; Waiver of Jury Trial.

a. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the

Commonwealth of Virginia or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, or the transactions contemplated hereby or thereby, may be instituted in the courts of the Commonwealth of Virginia in each case located in Russell County, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

b. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER RELATED TRANSACTIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.9 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named Parties and no third-party beneficiaries are created or intended to be created hereby.

6.10 Severability. If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

6.11 Force Majeure. Any delay or failure of performances by either Party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control.

6.12 County Employees. All current Russell employees in good standing will have the opportunity to apply and interview for available positions at the Landfill. Russell County employees in good standing shall be given preference for positions for which they have applied and are best qualified.

6.13 Labor and Contracts. Company shall give, subject to qualification and background checks, preference to residents of the County and businesses located within the County in its hiring of employees and independent contractors and in entering into third party contracts for the providing of goods and services at the Landfill.

6.14 Certain Taxes. The County shall only assess Company personal property, machinery, equipment, and machinery and tools taxes, and other similar taxes on the property of Company primarily located or registered in the County.

6.15 Real Property Taxes. Baseline Property Value shall be the value of the subject real property owned by Company established by the County during the reassessment effective January 1, 2023, or the 2018 real estate assessment land value of the Landfill property.

6.16 Environmental and Community Protection/ Assurance. Company will perform this Agreement and provide services to County in a manner that places the safety and welfare of the County, its residents, and their properties at the forefront. Company will operate the Landfill in a manner that compliments the aesthetics of the surrounding area and neighborhood. It is the mutual goal of the County and Company that the Landfill be a source of pride for the County, its citizens, and the community. In this regard, proper Landfill screening and odor control are vitally important. Any complaint or concern shall be given immediate attention by Company and the details of the complaint and resolution thereof shall be provided to the Landfill Liaison by Company.

6.17 Contingency. Nothing in this Agreement guarantees approval for the Landfill, and the rights and obligations of the Parties are contingent upon the initial approvals (including conditional use permit) necessary to construct and operate the Landfill on the property.

[Signatures Appear on the Following Pages]

WHEREFORE, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Host Agreement this ____ day of _____, 2023.

RUSSELL COUNTY, VIRGINIA

Date:

By:
Russell County Board of Supervisors
Its Chairperson

Approved as to Form:

Russell County Attorney

By: _____Its xxxxxx

Date:

[Company]

By:

Its:

Exhibit A
Plat of Survey