# BEFORE THE BOARD OF COUNTY COMMISSIONERS
# LEWIS COUNTY, WASHINGTON

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|---|---|---|
| **IN THE MATTER OF:** | ) | |
| Notice of Hearing to consider an Agreement for Solid | ) | |
| Waste Transportation and Disposal that would take | ) | **Resolution No. 16-** 225 |
| effect April 1, 2017 | ) | |

**WHEREAS,** the Lewis County Solid Waste Disposal District No. 1 (District), a quasi-municipal corporation and taxing district, is responsible for handling and disposal of all solid waste in Lewis County, pursuant to RCW 36.58.130; and,

**WHEREAS,** the existing contract for solid waste export services entered into by the District on February 23, 1993, expires March 31, 2017; and

**WHEREAS**, it is in the best interest of the public to consider a proposed Solid Waste Transportation and Disposal Agreement (attached hereto as Exhibit A) that would, if approved, take effect April 1, 2017, between the District and Harold LeMay Enterprises, Inc. (LeMay), a Washington corporation, and Wasco County Landfill (WCL), a Delaware corporation and an affiliate of LeMay; and

**WHEREAS,** RCW 36.58.050 expressly authorizes negotiation and execution of a contract with the qualified collection company servicing the area under authority of chapter 81.77 RCW for the hauling of trailers of solid wastes from transfer stations to disposal sites; and

**WHEREAS**, LeMay is the qualified collection company servicing this area under authority of chapter 81.77 RCW; and

**WHEREAS,** WCL, an affiliate of LeMay, owns and operates the Wasco County Landfill, a solid waste facility in Wasco County, Oregon, which holds all required permits, including all permits required by the Oregon Department of Environmental Quality, and the Finley Buttes Landfill, in Morrow County, Oregon, an alternate site; and

**WHEREAS,** the District desires to publish notice of a hearing before the District Board and the Lewis County Board of County Commissioners (BOCC) to take public testimony regarding the proposed agreement.

**NOW, THEREFORE BE IT RESOLVED,** that the Clerk of the BOCC is hereby instructed to proceed with all appropriate and necessary notifications, posting and publication as required by law.

**BE IT FURTHER RESOLVED** that a hearing is hereby scheduled on or about 10:00 a.m., September 26, 2016, in the BOCC's hearing room on the second floor of the historic courthouse in Chehalis, Washington, to take public testimony or written comment on the approval of the proposed Solid Waste Transportation and Disposal Agreement between the District and LeMay/WCL, to take effect April 1, 2017.

PASSED IN OPEN SESSION this day of August 29, 2016.

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

By: Civil Deputy

ATTEST:

Karri Muir, CMC, Clerk of the Lewis County
Board of Commissioners

SEAL OF LEWIS COUNTY WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

P.W. Schulte, Chair

Gary Stamper, Chair

Edna J. Fund, Commissioner

# Exhibit A
# In the Matter of:
# Notice of Hearing to Consider Contract for Solid Waste Transportation and Disposal to Take Effect April 1, 2017

## SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT

THIS SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement"), made and entered into as of April 1, 2017, by and among HAROLD LEMAY ENTERPRISES, INCORPORATED, a Washington corporation (hereinafter referred to as "LeMay"), WASCO COUNTY LANDFILL, a Delaware corporation (hereinafter referred to as "WCL", and together with LeMay collectively referred to as "Contractor"), and LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT No. 1, a quasi-municipal corporation and taxing district of the State of Washington organized pursuant to RCW 36.58.100 et seq., hereinafter referred to as "District."

### RECITALS

A. District desires to obtain from Contractor environmentally sound solid waste transportation and disposal services for non-hazardous municipal solid waste; and

B. LeMay is the qualified collection company servicing Lewis County for purposes of RCW 36.58.050, and LeMay's affiliate, WCL, is the owner and operator of a solid waste disposal facility in Wasco County, Oregon, known as the Wasco County Landfill which holds all required permits, including all permits required by the Oregon Department of Environmental Quality ("ORDEQ").

C. LeMay is capable of providing for the transportation of the subject waste from: (i) the Lewis County Transfer Station located at 1411 South Tower Avenue, Centralia, Washington, and (ii) the Morton Transfer Station located at 6745 U.S. highway 12, Morton, Washington (each individually referred to as a "Collection Site", and collectively referred to as the "Collection Sites"), to the Wasco County Landfill or an alternative disposal site (each individually referred to as a "Disposal Site" and collectively referred to as the "Disposal Sites"), which transportation service may, at Contractor's option, be provided by means of a subcontract entered into by Contractor with a qualified third party.

D. Contractor and District wish to enter into this Agreement for the transportation by Contractor, or its subcontractor, of Acceptable Waste (as hereinafter defined) from the Collection Sites, and for the disposal of such Acceptable Waste at the Disposal Sites, utilizing transportation and disposal methods permitted under the laws and regulations of local, state and federal governments.

E. This Agreement sets forth the terms and conditions of the arrangement between District and Contractor with respect to such transportation and disposal of such Acceptable Waste.

NOW THEREFORE, in consideration of the parties' mutual promises and undertakings and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions set forth herein, Contractor and District hereby enter into this Agreement:

## AGREEMENTS

Definitions.

A. Acceptable Waste means Solid Waste; provided, however, such term explicitly excludes Unacceptable Waste.

B. Affiliate means an entity that, directly or indirectly, controls the contracting party, is controlled by the party, or is under common control with that party. For purposes of this definition, "control" means the power to direct the management of an entity through the ownership of its voting securities or other ownership interest, or the right to designate or elect, by contract or otherwise, a majority of the members of its board of directors or other governing board or body.

C. Collection Site / Collection Sites means individually, or collectively, as the case may be: (i) the Lewis County Transfer Station located at 1411 South Tower Avenue, Centralia, Washington, (ii) the Morton Transfer Station located at 6745 U.S. Highway 12, Morton, Washington. The parties may designate additional or alternative Collection Sites only by a mutually executed written agreement that conforms to Section 14 hereof.

D. Contractor means Harold LeMay Enterprises, Incorporated, a Washington corporation ("LeMay") and WASCO County Landfill, a Delaware corporation ("WCL").

E. District means Lewis County Solid Waste Disposal District No. 1.

F. Disposal Site / Disposal Sites means individually, or collectively, as the case may be: (i) the Wasco County Landfill located in the City of The Dalles, Wasco County, Oregon, and (ii) in the event of circumstances beyond Contractor's control prevent disposal of Acceptable Waste hereunder at the Wasco County Landfill, the Finley Buttes Landfill near Boardman, Morrow County, Oregon, which is operated by Contractor's affiliate, Finley-Buttes Limited Partnership, or any other such site chosen by Contractor that similarly will receive Acceptable Waste at no additional cost to District for transportation or disposal. The alternate facilities required under this subsection shall operate in compliance with the requirements of this Agreement and meet or exceed the requirements of all applicable laws.

G. Effective Date means April 1, 2017.

H. Effective Anniversary Date means the yearly anniversary, same month and day, of the Effective Date.

I. Electronically Transmitted means any transmission of this Agreement or any notice or communication hereunder by electronic means, including but not limited to facsimile transmission, e-mail or other electronic means of transmitted documents.

J. Force Majeure means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, labor disturbances, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, equipment or material shortages, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event.

K. Hazardous Waste shall have the meaning set forth in Oregon Revised Statutes §466.005(7), or any successor thereto, and/or matter that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste" pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the regulations promulgated thereunder.

L. ORDEQ means the Oregon Department of Environmental Quality.

M. Solid Waste shall have the meaning set forth in Oregon Revised Statutes §459.005(24), or any successor thereto, and shall include incidental Household Hazardous Wastes, Small Quantity Generator Waste, Special Waste and all other acceptable solid waste that requires landfill disposal. The term "Solid Waste" shall not include Hazardous Waste or liquids of any kind. Contractor shall provide the District with written notice of any change in law of Oregon regulating the type of materials which may lawfully be transported to and disposed of at Disposal Sites in Oregon, within ten (10) days of receipt by Contractor of knowledge of such change.

N. Special Waste means Solid Waste resulting from an industrial, agricultural, manufacturing, demolition or construction operation or process or waste which requires handling or extraordinary management at the Disposal Site, including, without limitation, contaminated soil, non-hazardous contaminated materials, containerized ash, wire, dead animals, bulk tanker waste, waste containing free liquids and other wastes that may be covered by a Special Waste Management Plan for the Disposal Site as approved by ORDEQ in accordance with the Disposal Site Permit or any other waste of a character that is significantly different from general mixed residential Solid Waste and that is produced by the commercial, industrial or agricultural operations of a single generator in sufficient quantities to be handled or disposed of by WCL at the disposal site that may be pursuant to a specially negotiated contract with District and approved by Contractor.

O. Suspicious Waste means waste which Contractor determines or reasonably suspects may be or contains "Unacceptable Waste."

P. Termination Date has the meaning assigned thereto in Section 4 hereof.

Q. Transport and Tipping Fee has the meaning assigned thereto in Section 5.1 hereof.

R. Transport Vehicles has the meaning assigned thereto in Section 1.1 hereof.

S. Unacceptable Waste means any and all waste:

1. the disposal of which at the respective Disposal Site would violate any applicable local, state, or federal laws, regulations, or orders, or conditions of that Disposal Site's operating permit;

2. which constitutes Hazardous Waste;

3. which constitutes Special Waste without an approval in accordance with Contractor's Special Waste approval process;

4. which in Contractor's sole discretion Contractor considers to be unacceptable; or

5. containing free liquid without an approved Special Waste Application.

T. Uncontrollable Circumstances means a Force Majeure event or a change of local law, state or federal law or regulation, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a party to this Agreement, or a material adverse effect on the Collection or Disposal Site or related facilities. It is expressly understood and agreed that, notwithstanding any other provision of this definition, the following events or conditions, in and of themselves, shall not constitute an Uncontrollable Circumstance:

a. Adverse changes in the financial ability of any party to this Agreement to perform its obligations under this Agreement;

b. The consequences of errors of design, construction, start-up, operation or maintenance on the part of the District, Contractor, its Affiliates, or any of its or their employees, agents or subcontractors;

c. The failure of the Contractor to secure patents or licenses in connection with the technology necessary to design, construct, operate or maintain the Disposal Sites and related facilities;

d. The lack of fitness for use, or the failure to comply with the design of any materials, equipment or parts constituting any part of the Collection Sites Disposal Sites or related facilities; or

e. The failure of any technology to perform.

U. Working Days means Monday through Friday, excluding holidays.

1. Acceptable Waste Covered by this Agreement; Loading, Transportation and Disposal of Acceptable Waste. During the term of this Agreement and subject to the terms and provisions hereof, District shall cause at least ninety-five percent (95%) of all Acceptable Waste processed,

collected, managed, or otherwise handled at the Collection Sites (excluding: (a) Acceptable Waste that is to be recycled by District or its subcontractor, and (b) household hazardous waste) to be loaded at the Collection Sites into Transfer Vehicles made available by LeMay, and Contractor shall transport or cause to be transported all Acceptable Waste so loaded into Transfer Vehicles from the Collection Site to the Disposal Sites and disposed of at the Disposal Sites. Each of District and Contractor shall perform their respective obligations hereunder utilizing methods of loading, collection, transportation, handling and disposal permitted under the laws and regulations of local, state and federal government.

1.1 Transportation and Disposal of Acceptable Waste. During the term of this Agreement and in accordance with the terms and provisions hereof, Contractor shall make, or cause to be made, available, at the Collection Sites, tractors, chip trucks, top loaders, and pup trailers suitable for hauling Acceptable Waste covered by this Agreement from such transfer site to the Disposal Sites (herein called "Transport Vehicles"). Contractor may provide the transportation services described above itself or through subcontracts entered into by Contractor. Contractor shall cause all Transport Vehicles loaded with Acceptable Waste by District as provided below to be transported to the Disposal Sites and the Acceptable Waste loaded therein to be disposed of at the Disposal Sites, but subject to Contractor's right to inspect and reject Unacceptable Waste and Suspicious Waste as provided herein. Contractor shall be responsible for all costs of securing and operating the Transport Vehicles required hereunder. For the avoidance of doubt, District is responsible for the operation of the Collection Sites and all costs and expenses associated therewith; Contractor is only providing Transport Vehicles, and transportation/disposal services from such Collection Sites to the Disposal Sites at the price stated in Section 5.1.

1.2 Loading of Transport Vehicles. District, at its sole cost and expense, shall cause each Transport Vehicle to be properly and lawfully loaded at the Collection Sites: (a) with at least thirty (30) tons of Acceptable Waste, but no more than that amount of Acceptable Waste that can be legally hauled over the streets, roads and highways to be utilized by Contractor in transporting such Acceptable Waste, and (b) so that such Transport Vehicles are properly secured using tarps, in good condition and are not leaking, to prevent loss of waste during transport or accumulation of precipitation. Except as otherwise agreed in writing by District and Contractor, District shall make the Collection Sites available to Contractor and cause Transport Vehicles to be loaded with Acceptable Waste as necessary and mutually agreed upon by both parties.

2. Independent Contractor.

2.1 Contractor as Independent Contractor. The Contractor shall perform all work under this Agreement as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagents or servant of the District or Lewis County for this Agreement or otherwise; the Contractor, its Affiliates and subcontractors, and its and their employees or agents are not and shall not be considered employees, agents, subagents or servants of the District or Lewis County for this Agreement or otherwise.

2.2 Contractor's Control. The Contractor shall have the exclusive right to control the services and work performed under this Agreement and the persons performing those services

and work. Contractor shall be solely responsible for the acts or omissions of its officers, agents, employees, contractors and subcontractors, including those of the officers, agents, employees, contractors and subcontractors of its Affiliates. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the District and the Contractor or giving the District a duty to supervise or control the acts or omissions of any person or entity performing services or work under the Agreement.

3. Right to Inspect, Reject. Contractor shall not be required to receive, accept or dispose of any Unacceptable Waste. Contractor reserves the right to inspect, at the Collection Sites and/or the Disposal Sites, any and all waste and other material to be handled by Contractor hereunder for proposed treatment or disposal, and may reject any Unacceptable Waste or such Suspicious Waste that Contractor reasonably and in good faith believes would, upon disposal, not be consistent with Contractor's special waste management plan, be a violation of local, state or federal law or regulation or in its reasonable opinion would present a significant risk to human health or the environment or create or expose Contractor or District or any Affiliate to potential liability. District will reimburse Contractor for any costs or damages resulting from delivery of Unacceptable Waste to the Disposal Site and will pay Contractor its reasonable expenses and charges for testing, handling, loading, preparing, transporting, storing, dismissing or caring for Unacceptable Waste disposed of by Contractor. Contractor shall acquire title to Acceptable Waste when Contractor and/or its subcontractor collects the Transport Vehicles from the Collections Sites. Title to and liability for any Unacceptable Waste shall remain with District at all times.

4. Term of Agreement. This Agreement shall be deemed effective beginning April 1, 2017 and shall continue for three (3) years thereafter, expiring on March 31, 2020, unless earlier terminated pursuant to Sections 5.1, 6.2, 12, or 17 hereof. This Agreement may be renewed for two (2) successive one (1) year terms (each a "Renewal Term") thereafter in the sole discretion of District. The Termination Date shall be the date a termination of the Agreement pursuant to Section 5.1, 6.2, 12 or 17 hereof becomes effective or, in the event Section 5.1, 6.2, 12 or 17 is not invoked, the last day of the original term or, in the event of renewal, the last day of the final renewal term. The period commencing on the Effective Date and ending on the Termination Date shall be referred to herein as the "Term of Agreement" or "Term of the Agreement."

5. Transport and Tipping Fee; Cost of Living Adjustment; Governmental Charges; Payment.

5.1 Transport and Tipping Fee. For all Acceptable Waste that is collected at the Collection Sites and transported to and disposed of at the Disposal Sites, District shall pay to Contractor a transportation and disposal fee per ton equal to Forty-Eight and 00/100 Dollars ($48.00) (such amount to include all applicable federal, state and local taxes and fees, excepting the surcharges provided for in Section 5.3 hereof), as such per ton fee shall be adjusted from time to time pursuant to Section 5.2 hereof (the "Transport and Tipping Fee"), plus any amounts owing under Section 5.3 hereof. In addition to the foregoing Transport and Tipping Fee, District shall pay to Contractor a two cent ($0.02) per ton administrative fee on all tonnage transported and disposed of pursuant hereto. Contractor shall invoice such administrative fee as part of its monthly invoicing to District as provided for in Section 5.4 below, and District shall pay such administrative fee at the same time it pays all other invoiced amounts as provided for in Section

5.4 below. For the avoidance of doubt, this administrative fee shall not be subject to any adjustments as provided for in Section 5.2 below. Notwithstanding the foregoing, if at any time after the Effective Date, Contractor and/or one of its Affiliates begins operating a landfill within Lewis County, Washington, Contractor agrees to re-negotiate a reduced Transport and Tipping Fee with District for a period of one hundred eighty (180) days following the commercial opening of such landfill. If the parties are unable to negotiate a reduced Transport and Tipping Fee during such one hundred eighty (180) day period, either party may terminate this Agreement; provided, however, that such termination shall not be effective for at least one hundred eighty-five (185) days following the end of such one hundred eighty (180) day period. If neither party terminates the Agreement within such 185-day period, such right of termination is forfeited.

5.2 Cost of Living Adjustment for Transport and Tipping Fee. Beginning on the first anniversary of the Effective Date and continuing on every subsequent anniversary of the Effective Date thereafter for the Term of the Agreement, the per ton Transport and Tipping Fee shall automatically increase by eighty percent (80%) of the actual percentage change in the Consumer Price Index for the most recent twelve (12) month period for which such index is available. The Consumer Price Index or "CPI" means the Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton, WA, All Items, 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index.

5.3 Governmental Charges. Transport and Tipping Fees owing hereunder may be surcharged or changed by governmental entities beyond the control of the parties. In the event the Transport and Tipping Fees charged to District are surcharged or increased by any mechanism by any governmental entity, the District may request to renegotiate the Transport and Tipping Fee in good faith. Should the District request renegotiation and the parties be unable to establish a mutually acceptable price, the dispute shall be referred to arbitration pursuant to Section 12.

5.4 Payment. At the Disposal Sites, Contractor shall weigh all Transport Vehicles loaded at the Collection Sites as provided herein to determine the number of tons of Acceptable Waste and Special Waste (as the case may be) transported and disposed of hereunder each month. On or before the 10th day of each month, Contractor shall submit an invoice to District showing the volume and types of tons of Acceptable Waste disposed of at the Disposal Sites in the preceding month and the amounts owing by District to Contractor hereunder for such month. District shall pay Contractor the full amount of the invoice within thirty (30) days after the date of such invoice. In the event of a dispute as to services rendered or payment owed, District shall pay the undisputed portion of each invoice and the parties shall resolve the dispute as provided in Section 12 below. Payments of undisputed amounts, after the 30-day period, shall be subject to a fee of one percent (1%) monthly on the invoice amount. Contractor shall maintain records of the types and weight or volume of District's Acceptable Waste disposed of at the Disposal Sites and the charges therefore, and shall provide copies of such records to District upon request.

5.5. Records and Reports. Contractor shall keep accurate records of all transactions connected with this Agreement including, but not limited to, all correspondence and invoices, weigh tickets or receipts issued at the Collection Sites or the Disposal Sites. The Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles consistently applied for all services rendered and materials supplied, including additional and deleted work, in connection with this Agreement. The Contractor shall provide to the District by the fifteenth day of each month a report for the preceding month summarizing routine and extraordinary activities during the prior month and plans and schedules for future activities. The report shall include, but not be limited to:

(a) The tonnage accepted by the Contractor from the District at each Collection Site;

(b) A report of all complaints submitted to the Contractor, if any;

(c) A summary of extraordinary occurrences affecting the Contractor's performance including but not limited to occurrences affecting the facilities at the Collection and Disposal Sites;

(d) Copies of the weigh tickets, invoices and/or receipts for the month;

(e) Changes in the status and readiness of alternate Disposal Sites, related facilities, and emergency plans;

(f) Documentation regarding Unacceptable Waste, if any, gathered, produced and retained;

(g) Statements documenting the amounts deposited in the closure and post-closure funds; and

(h) A summary of the tonnage of and identification by type of recyclable materials recovered, if any, from the Acceptable Waste delivered to the Contractor and the amount of each material sold or marketed that month. In addition to the monthly report required under this subsection, Contractor shall provide the District within thirty (30) days of the end of any year of operations under the Agreement, an annual report summarizing and consolidating the information contained in the monthly reports provided for the preceding year. All reports shall be maintained by the Contractor under this subsection and shall be available for inspection by the District and the Washington State Auditor.

6. Allocation of Risk/Uncontrollable Circumstances.

6.1 Uncontrollable Circumstances. Provided that the requirements of this Section 6 are met, neither party hereto shall be considered in default in the performance of its obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of an event of Uncontrollable Circumstances. Contractor and District agree that no other events shall excuse nonperformance of either party of its obligations under this Agreement and no events within the control of the parties, including breakage or accidents to machinery,

equipment or other facilities, shall excuse nonperformance of the parties' obligations under this Agreement. The parties acknowledge and agree that none of the requirements to create, maintain, or implement the plans provided for in Section 6.4 or 6.5 hereof shall make Contractor liable (be considered in default) for its failure to perform its obligations contemplated hereunder as a result of the occurrence of an event of Uncontrollable Circumstances as provided for under this Section 6.

6.2 Notice of Uncontrollable Circumstances; Suspension of Performance. If, as a result of an event of Uncontrollable Circumstances, either Contractor or District is wholly or partially unable to meet its obligations under this Agreement, then the affected party shall give the other party prompt notice of such event, describing it in reasonable detail. The obligations under this Agreement of the party giving the notice of the event of Uncontrollable Circumstances shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists. The affected party shall use commercially reasonable efforts to resume performance at the earliest practicable time and shall notify the other party when the effect of the event has ceased. Notwithstanding anything to the contrary in this Agreement, if an event of Uncontrollable Circumstances continues for one hundred twenty (120) consecutive days or one hundred twenty days (whether or not consecutive) out of any one hundred eighty day period, either party may then give written notice to the other party of its intent to terminate this Agreement, such termination to take effect no sooner than thirty (30) days after delivery of such notice to the other party.

6.3 Right to Resolve Certain Force Majeure Events. Notwithstanding anything to the contrary expressed or implied herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the particular party involved therein, and such party may make settlement thereof at such time, and on such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive such party of the benefit of this Section 6.

6.4 Within ninety (90) days of the Effective Date of this Agreement, Contractor shall submit to the District an action plan outlining the steps Contractor will take to attempt to continue services hereunder in the event any primary Disposal Site and/or transportation facility for any reason becomes inadequate or unavailable to satisfy the requirements of this Agreement. The action plan shall be updated and submitted for District approval on an annual basis. This plan shall be in sufficient detail to satisfy the District that the Contractor will use commercially reasonable efforts to resume services hereunder as provided for in Section 6.2 above in the event that Uncontrollable Circumstances prevent the use of the primary system or if for any other reason the Contractor is unable to accept, transport and dispose of Acceptable Waste using the primary Disposal Site, transportation facilities and associated facilities pursuant to this Agreement. This plan shall include but not be limited to:

(a) An inventory of designated alternate transportation and disposal facilities;

(b) A list of personnel and financial and technical resources to implement the plan;

(c) A mobilization plan for each component of the alternate operations system;

(d) Copies of any current operating permits for alternate facilities and a schedule for receiving pending permits;

(e) A copy of the alternate Disposal Site agreement for each alternate Disposal Site designated in the plan. If no changes have occurred since a prior plan was submitted that affect any part of the alternate operations system, a report stating that fact and signed by the Contractor's representative is sufficient to satisfy the annual alternate operations plan update required by this subsection.

6.5 Within ninety (90) days of the Effective Date of this Agreement, Contractor shall provide the District with a comprehensive emergency operations plan designed to mitigate and correct hazards that may arise due to accidents or disruption of the transportation and disposal of Acceptable Waste under this Agreement (except to the extent resulting from the occurrence of an event of Uncontrollable Circumstances, which is addressed above in Section 6.4), including but not limited to: damage to property, the interruption of traffic along transportation routes, release of hazardous or dangerous materials and the release of any Acceptable Waste. The emergency operations plan shall be updated and submitted for District approval on an annual basis. The emergency plan shall include:

(a) Procedures and a schedule for notifying the District and the appropriate federal, state and local authorities of emergency conditions;

(b) The identity of a representative of the Contractor, telephone number and other means by which that representative may be reached twenty-four hours of every day;

(c) A description of the actions that the Contractor's operating personnel shall take in response to emergency conditions; and

(d) Evidence acceptable to the District of the existence of a plan setting forth the services that will be rendered by each local emergency response agency in the event of an emergency. If no changes have occurred since the last plan was submitted that affect any part of the emergency plan, a report stating that fact and signed by the Contractor's representative is sufficient to satisfy the annual emergency plan update required under this subsection.

7. Compliance with Laws. During the Term of the Agreement, Contractor and District and their respective Affiliates and subcontractors shall each fully comply with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations that pertain to the handling, loading, storage, transportation, treatment and disposal of Solid Waste and operation of the Collection Sites and the Disposal Sites, and the performance of the obligations and agreements of Contractor and District hereunder. Contractor and/or District shall be deemed to be in compliance with laws, ordinances rules and regulations if they are in timely compliance with any regulatory order, including but not limited to any preliminary assessment, remedial investigation, remedial action or corrective action or any legal appeal or review of such orders or requirements.

8. Contractor Responsibilities; Scope of Operations. Contractor responsibilities under this Agreement include, but are not limited to:

(a) transportation from the Collection Sites to the Disposal Sites of Transport Vehicles loaded by District hereunder;

(b) handling, unloading, management, storage, treatment, utilization, processing and final disposal of all Acceptable Waste received at the Disposal Sites;

(c) ownership, operation and/or leasing of facilities necessary to perform Contractor's obligations under this Agreement;

(d) procurement and maintenance, as applicable, of bonds, letters of credit or other security, as required by this Agreement and applicable law;

(e) compliance with all applicable federal, state and local laws and regulations, including but not limited to obtaining and maintaining all permits, certificates, franchises and other governmental authorizations and permissions required for performance of Contractor's obligations under this Agreement;

(f) procurement and maintenance of insurance in accordance with this Agreement;

(g) development and maintenance of alternate operations plan and an emergency operations plan for the Disposal Sites as provided for in Section 6 hereof;

(h) compliance with state and federal requirements to fund and implement closure and post closure maintenance of the Disposal Sites until such time as final closure and post closure of the Disposal Sites is certified complete by ORDEQ or other successor regulatory agency with jurisdiction; and

(i) providing sufficient personnel, equipment and utilities for proper operation and maintenance of the Disposal Sites in accordance with this Agreement and applicable law and for closure and post-closure maintenance in accordance with state and federal law.

9. Representations and Warranties.

9.1 District. District represents and warrants that: (a) all of the waste loaded onto Transport Vehicles by District or its contractors shall conform to the definition of Acceptable Waste set forth in this Agreement; (b) District shall, and shall cause its contractors, to handle and load the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; (c) District and each of its contractors has, or will obtain by the Effective Date, all required power and authority (including from any governmental entity pursuant to any applicable franchise agreement) to enter into and be bound by the terms and conditions of this Agreement and to carry out District's obligations hereunder; (d) this Agreement has been duly authorized, executed and delivered by it and the Agreement constitutes a legal, valid, and binding obligation

of it; and (e) neither the execution or delivery of this Agreement, nor the performance of the obligations under this Agreement, nor the fulfillment of the terms and conditions hereof (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to it or (2) conflicts with, violates, or results in a breach of any material term or condition of any order, judgment or decree, or any agreement or instrument to which it is a party.

9.2 LeMay. LeMay represents and warrants that: (a) it is a duly organized and validly existing corporation under the laws of the State of Washington, with full legal right, power and authority to enter into and perform its obligations under this Agreement; (b) this Agreement has been duly authorized, executed and delivered by it and the Agreement constitutes a legal, valid, and binding obligation of it; (c) neither the execution or delivery of this Agreement, nor the performance of the obligations under this Agreement, nor the fulfillment of the terms and conditions hereof (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to it or (2) conflicts with, violates, or results in a breach of any material term or condition of any order, judgment or decree, or any agreement or instrument to which it is a party; (c) it shall, or shall cause its subcontractors to, transport to and dispose of the Acceptable Waste loaded onto Transport Vehicles at the Disposal Sites hereunder in a safe and workmanlike manner and in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; (d) it shall, and shall cause its Affiliates and any other non-Affiliate with which it contracts, to transport, unload and dispose of the Acceptable Waste at the Disposal Sites in a safe and workmanlike manner and in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; (e) it is the qualified collection company servicing Lewis County for purposes of RCW 36.58.050; and (f) it shall, and shall cause its Affiliates and any other non-Affiliate with which it contracts, to comply with the state and federal requirements to fund and implement closure and post closure maintenance of the Disposal Sites until such time as final closure and post closure of the Disposal Sites is certified complete by ORDEQ or other successor regulatory agency with jurisdiction.

9.3 WCL. WCL represents and warrants that: (a) it is a duly organized and validly existing corporation under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Agreement; (b) this Agreement has been duly authorized, executed and delivered by it and the Agreement constitutes a legal, valid, and binding obligation of it; (c) neither the execution or delivery of this Agreement, nor the performance of the obligations under this Agreement, nor the fulfillment of the terms and conditions hereof (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to it or (2) conflicts with, violates, or results in a breach of any material term or condition of any order, judgment or decree, or any agreement or instrument to which it is a party; (c) it shall, or shall cause its subcontractors to, transport to and dispose of the Acceptable Waste loaded onto Transport Vehicles at the Disposal Sites hereunder in a safe and workmanlike manner and in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; (d) it shall, and shall cause its Affiliates and any other non-Affiliate with which it contracts, to transport, unload and dispose of the Acceptable Waste at the Disposal Sites in a safe and workmanlike manner and in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; (e) it holds all required permits for the Disposal Site in Wasco County, Oregon, including all permits required by the Oregon Department of Environmental Quality; and (f) it shall, and shall cause its

Affiliates and any other non-Affiliate with which it contracts, to comply with the state and federal requirements to fund and implement closure and post closure maintenance of the Disposal Sites until such time as final closure and post closure of the Disposal Sites is certified complete by ORDEQ or other successor regulatory agency with jurisdiction.

10. Insurance and Security.

10.1 During the Term of the Agreement, District and Contractor shall each provide and maintain in force, at its respective expense, insurance or self-insurance coverage that meets the minimum limits as provided and set forth on **Exhibit A**, which is attached hereto and made a part hereof. Each of District and Contractor shall provide the other with a certificate of insurance on a standard ACORD form evidencing the coverage required above prior to the disposal of Acceptable Waste under this Agreement. Every such certificate shall state that the policies of insurance described therein have been issued and are in force on the date of execution of the certificate.

10.2. Contractor shall furnish to District an irrevocable, annually renewable performance bond for the faithful performance of this Agreement and all of Contractor's obligations hereunder (the "Performance Bond"). The Performance Bond shall be in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) during the Term of this Agreement. The Performance Bond shall be issued by a surety company that is reasonably acceptable to the District, which acceptance shall not be unreasonably denied, conditioned, or delayed. At a minimum, the surety company must be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The surety must have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee Contractor's performance under this Agreement; (c) serve as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or not renewed without at least thirty (30) calendar days prior notice to District. Contractor shall furnish the Performance Bond to District by at least April 1, 2017. Contractor shall renew the Performance Bond, as necessary, and shall maintain the Performance Bond in effect at all times during the Term of this Agreement. No later than April 1st of each year of this Agreement, Contractor shall provide a copy of the current bond to District.

11. Indemnities.

11.1 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless District, Lewis County, and their employees, officers, elected officials, directors, agents and subcontractors, from and against any and all claims, demands, lawsuits, administrative proceedings, liabilities, penalties, fines, forfeitures, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter (collectively, "Damages") which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, or contamination of or adverse effects on the environment or public health, or other loss, to the extent arising from: (a) Contractor's breach of any of the terms, conditions, representations or warranties set forth in this

Agreement, (b) any negligent or intentional actions or omissions or willful misconduct of Contractor, its Affiliates, or their respective employees, officers, owners, directors, agents or subcontractors in the performance of Contractor's obligations under this Agreement or in the operation, closure or post-closure of the Disposal Sites, or (c) the violation of any law, rule, regulation, ordinance, order, permit, or license by Contractor, its Affiliates, or their respective employees, officers, owners, directors, agents or subcontractors. The failure of Contractor to discover Unacceptable Waste delivered to the Disposal Site by District or its subcontractors shall not constitute a breach by Contractor of this Agreement or any representation or warranty made by Contractor herein. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent or intentional actions or omissions or willful misconduct of District, Lewis County or their respective officials, employees, officers, owners, directors, agents or subcontractors.

11.2 District Indemnity. District shall defend, indemnify and hold harmless Contractor, and their respective employees, officers, owners, directors, agents and subcontractors, from and against any and all Damages which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, contamination of or adverse effects on the environment, or other loss, to the extent arising from: (a) District's breach of any of the terms, conditions, representations or warranties set forth in this Agreement, (b) any negligent or intentional actions or omissions or willful misconduct of, District, its Affiliates or their respective officials, agents, employees, officers, owners, directors, or subcontractors in the performance of District's obligations under this Agreement or in the operation of the Collection Sites, or (c) the delivery by District or its Affiliates of Unacceptable Waste to the Disposal Site (including, without limitation, the delivery to the Disposal Sites by District or its Affiliates of Unacceptable Waste that is not discovered by Contractor and the mistaken acceptance thereof by Contractor). Such indemnity shall be limited to exclude Damages to the extent they arise as a result of: (a) any negligent or intentional actions or omissions or willful misconduct of Contractor or its employees, officers, owners, directors, agents or subcontractors; (b) the landfill gas arising from the operation of the Disposal Sites; or (c) pollution, contamination or release of chemicals or other substances arising from the operation of the Disposal Sites but only to the extent such pollution, contamination or release does not result from Unacceptable Waste delivered to the Disposal Sites by District or its Affiliates (including, without limitation, Unacceptable Waste that is not discovered by Contractor).

11.3 In case of joint or concurring negligence of the parties giving rise to a loss or claim against either or both of them, each party shall have full rights of contribution against the other.

11.4 The foregoing indemnification and hold harmless provisions are for the sole and exclusive benefit and protection of the District, Lewis County, the Contractor, and any Affiliates of the Contractor, and their respective officers, elected officials, agents and employees, and are not intended, nor shall they be construed, to confer any rights or liabilities to any person or persons other than the District, Lewis County and the Contractor and their respective officers, elected officials, agents and employees.

11.5 Defense of Suit. In the event of any suit against any party indemnified under this Section (the "Indemnitee"), the indemnifying party (the "Indemnitor") shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a party is entitled to indemnification under this Section 11, each party shall defend itself until the dispute is resolved and upon resolution of such a dispute, the prevailing party shall be entitled to indemnification for its attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter.

11.6 Limitations. If any claims indemnified against under this Section 11 are determined by the applicable insurer or by a court of competent jurisdiction to be covered by any Insurance, then the indemnities set forth in this Agreement shall be limited as follows:

(a) The indemnities under this Section 11 shall apply only to the extent the amount of any indemnified claim exceeds all amounts collected under any insurance of Indemnitor covering such claim. Before pursuing recovery under this indemnity the Indemnitee shall exhaust all recovery available for such claims from Indemnitor's insurance.

(b) The Indemnitor shall not be obligated to pay for the defense of any claim or suit that any insurer of Indemnitor has a duty to defend. If no insurer of Indemnitor defends, then the Indemnitor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to Indemnitor's insured's rights against all Indemnitor's insurers with a potential for coverage of such claim.

11.7 Payment. Once the Indemnitee has exhausted all recovery under all Indemnitor's insurance, the Indemnitor shall pay only the amount of the loss, if any, that exceeds the total amount that all Indemnitor's insurance has paid for the loss.

11.8 Insurance; Subrogation. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims, which the parties may have against the Indemnitor's insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Any monies received from the Indemnitor's insurers shall be used to pay any claims covered by such insurance.

12. Default; Opportunity to Cure, Termination.

12.1 Events of Default. The following shall constitute events of default by either party under this Agreement:

(a) breaches of any representations and warranties set forth in this Agreement;

(b) breaches of any material terms or conditions set forth in this Agreement;

(c) defaults in the performance of any other material obligations under this Agreement, including, without limitation, noncompliance with laws and failure to maintain insurance;

(d) seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession of, the operating equipment of the parties of such proportion as to impair their ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted forty-eight (48) hours excluding weekends and holidays; or

(e) filing of a voluntary petition for debt relief or the entry of a decree or order by a court in any involuntary case brought under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or the consent to the appointment of or the entry of a decree or order appointing or the taking of possession by a receiver, liquidator, assignee (other than as a party of a transfer of equipment no longer useful or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, or sequestrator (or similar official) of the parties' operating assets, or the making of any general assignment for the benefit of the parties' creditors, or the failure generally to pay debts as they become due or the taking of any action in furtherance of any of the foregoing, or the order for the winding up or liquidation of the affairs of the parties.

12.2 Opportunity to Cure, Termination. If at any time either party determines or becomes aware of an event of default by the other party, the non-defaulting party shall transmit a written notice to the other party as to the nature of such default. Unless the default involves the failure to pay any amounts due under this Agreement (for which the defaulting party shall have ten (10) days to cure such default, but such cure period shall not diminish or otherwise affect District's obligation to pay, or Contractor's right to receive, the late payment penalty provided for in Section 5.4 hereof), the defaulting party shall have thirty (30) days from the receipt of said notice to commence actions to cure said default and a reasonable period of time to cure. If the defaulting party fails to cure the default within a reasonable period of time (but in no event longer than sixty (60) consecutive days), the non-defaulting party, in addition to any other remedies it may have hereunder or at law or in equity, shall have the right to immediately terminate this Agreement upon giving written notice.

12.3 Bankruptcy. If during the term of the Agreement a party becomes insolvent, is dissolved, files a petition under any bankruptcy statute, is the debtor in any involuntary bankruptcy case that is not dismissed within sixty (60) days after the petition commencing that case if filed, makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of creditors or on account of its insolvency, that event could impair or frustrate such party's performance of this Agreement. Therefore, it is agreed that on the occurrence of any one or more of those events, the other party shall be entitled to obtain from the party involved in such bankruptcy/receivership/insolvency or its successor-in-interest, adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure of such party to comply with that request within ten (10) calendar days of service of a written request from the other party for that assurance shall entitle the other party to terminate this Agreement and/or suspend performance hereunder. A party shall not be bound to the Agreement by any trustee or receiver appointed to take possession of any of the Collection Sites

or Disposal Sites (as the case may be) or related facilities or of the Contractor's / District's business (as the case may be).

13. Assignment: Successors and Assigns.

13.1 This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, no assignment by a party hereunder shall be valid unless consented to by the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. The party assigning this Agreement shall provide the other party with written notice and a true copy of the assignment. In the event the non-assigning party objects to the assignment, it shall specify the reasons therefore in writing within ten (10) days of notice of the assignment.

13.2 No assignment shall be valid and binding which endeavors to relieve the assigning party of any obligations to make payments hereunder which accrued prior to the date of assignment or to which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under this Agreement.

14. Amendments. This Agreement may only be amended by a written agreement executed by authorized representatives of each and every party.

15. Waiver. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

16. Entire Agreement. This Agreement and any exhibits attached hereto and referenced herein shall represent the entire understanding between the parties and, unless set forth in this Agreement, no representations, statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement.

17. Change in Law/Regulations. This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies, except as otherwise provided herein. Should either of the parties, by force of any such law or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the party's ability to perform under this Agreement, then the affected party shall notify the other party of this condition. Unless the parties agree in writing to continue this Agreement within thirty (30) days after the effective date of any such law, rule or order, then the Agreement shall terminate on the 180th day after the effective date of such law, rule or order. Nothing in this Agreement shall prohibit either party from obtaining or seeking to obtain modification or repeal of such law or regulation or restrict either party's right to legally contest the validity of such law or regulation. A party shall not be considered in breach of this Agreement during such time as the party is contesting or appealing any notice of violation, ordinance, rule, regulation or law.

18. Severability. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of the Agreement shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Agreement to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under applicable law.

19. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington (excluding only Washington's choice of law rules), and the venue of any action brought hereunder shall be in the Superior Court of Washington for Clark County.

20. Execution by Electronic Means. An Electronically Transmitted copy of this Agreement bearing copied signatures will act as an original. Original signatures will be provided as soon as practicable after execution.

21. Notices. All notices required or provided for under this Agreement shall be in writing and shall be effective if: (a) Electronically Transmitted; (b) delivered personally; or (c) sent by certified or registered mail with postage prepaid, or by overnight carrier; and addressed as follows:

If to District, addressed to:

Lewis County Solid Waste Disposal District No.1
351 NW North Street, Room 210
Chehalis, WA 98532
Attention: Board Chairman
Fax number: (360) 740-1475
E-mail: BOCC@lewiscountywa.gov and
swu@lewiscountywa.gov

And to the attorney for District:

Chief Civil Deputy Prosecuting Attorney
Lewis County Prosecuting Attorney's Office
345 West Main Street, 2nd Floor
Chehalis, WA 98532
Phone: (360) 740 1240
FAX: (360) 740 1497

If to Contractor, address to:

Wasco County Landfill, Inc.
2550 Steele Road
The Dalles, OR 97058
Attention: District Manager
Fax number: N/A
E-mail: johnro@wasteconnections.com

and

Harold LeMay Enterprises, Incorporated
1713 North Pearl Street
Centralia, WA 98531

Attention: District Manager
Fax number: (360) 736-8599
E-mail: tomru@wasteconnections.com

and to the attorney for Contractor:

Waste Connections, Inc.
Attn: Legal Department
3 Waterway Square Place
Suite 110
The Woodlands, Texas 77380
Phone: (832) 442-2200
Fax: (832) 442-2290

or to such other address as any party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier shall be deemed given upon delivery by the carrier. Any notice or communication Electronically Transmitted shall be deemed given upon the confirmation by the sender of such transmission (which, in the case of an e-mail, shall be deemed to be confirmed if the sender, subsequent to the sending of the same, does not receive an e-mail indicating that the transmitted e-mail has not been delivered).

22. Time of the Essence. Time is of the essence of this Agreement.

23. Access. The District shall have the right and unlimited access to inspect any or all of the Contractor's, its Affiliates' or subcontractor's operations, facilities or records related to this Agreement during normal business hours; provided, however, the District shall have no right to audit, review, or otherwise inspect any of Contractor's confidential, proprietary, or privileged information, records, operations, etc., as determined in the reasonable discretion of Contractor.

24. No Third Party Beneficiaries. Except as otherwise expressly set forth in Section 11.4, this Agreement is entered into by the District in its governmental capacity and is not intended to nor does it create any third party beneficiary or rights in any public or private person.

25. Personal Liability. This Agreement is not intended to create or result in any personal liability for any: (i) public official, Lewis County or District employee or agent, or (ii) employee, director, officer, manager, member, representative, or agent of Contractor or its Affiliates, nor shall the Agreement be construed to create that liability.

26. Construction of Terms. Unless otherwise specified in the Agreement, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

[***Remainder of Page Intentionally Left Blank;***
***Signature Page Follows***]

EXECUTED as of the day and year first written above.

**District:**

LEWIS COUNTY SOLID WASTE
DISPOSAL DISTRICT NO. 1

By: _____
Name: _____
Title: _____

**LeMay:**

HAROLD LEMAY ENTERPRISES,
INCORPORATED

By: _____
Name: _____
Title: _____

**WCL:**

WASCO COUNTY LANDFILL, INC.

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON

ss.

COUNTY OF LEWIS

I certify that I know and have satisfactory evidence that Edna J Fund chair for the Lewis County Solid Waste Disposal District # 1 signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Chairman of the Board of Commissioners of Lewis County Solid Waste Disposal District No. 1, a Washington quasi-municipal corporation, to be the free and voluntary act of Lewis County Solid Waste Disposal District No. 1 for the uses and purposes mentioned in the instrument.

Dated this __ day of ____, 2016.

_____

(Signature of Notary)

_____

(Legibly print or stamp name of Notary)

Notary Public in and for the State of Washington, residing at_____

My appointment expires _____.

STATE OF TEXAS
ss.
COUNTY OF MONTGOMERY

I certify that I know or have satisfactory evidence that _____signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____of Harold LeMay Enterprises, Incorporated to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated this __ day of _____, 2016.

_____
(Signature of Notary)

_____

(Legibly print or stamp name of Notary)

Notary public in and for the State of Texas residing at _____.

My appointment expires _____.

STATE OF TEXAS
ss.
COUNTY OF MONTGOMERY

I certify that I know or have satisfactory evidence that _____signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____of Wasco County Landfill, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated this __ day of _____, 2016.

_____

(Signature of Notary)

_____

(Legibly print or stamp name of Notary)

Notary public in and for the State of Texas residing at _____.

My appointment expires _____.

## EXHIBIT A

### INSURANCE COVERAGE LIMITS

| | Coverage | Limits of Liability |
|---|---|---|
| 1. | Automobile Liability (with broadened form pollution coverage required of Contractor only), for all vehicles used in the performance of duties under this Agreement | $2,000,000 minimum CSL per occurrence |
| 2. | Automobile Property Damage, for all vehicles used in the performance of duties under this Agreement. | $2,000,000 minimum CSL per occurrence |
| 3. | Commercial General Liability | $2,000,000 minimum CSL per occurrence |
| 4. | Employer's Liability | $1,000,000 each accident<br>$1,000,000 disease<br>$1,000,000 each employee |
| 5. | Pollution Legal Liability (required of Contractor only) | $10,000,000 minimum CSL per incident |
| 6. | Workers' Compensation | Statutory as prescribed by state law |
| 7. | Excess / Umbrella Liability | $5,000,000 in excess of 1. 2. 3. & 4. above |

- All policies, except workers' compensation, will add the other party as an additional insured.
- All policies will contain waivers of subrogation in favor of the other party.
- All policies of each party shall be primary and non-contributory to any insurance policies carried by the other party, to the extent of such party's indemnification obligations hereunder.
- All policies will be written on an occurrence form basis.
- All insurance companies providing the policies herein shall be listed in the most recent edition of A.M. Best's insurance reports with a size category of VII or larger, and a rating classification of A- or better. These A.M. Best ratings are to be maintained throughout the Term of this Agreement. In the case of the District, its coverage shall be provided by a joint self-insurance liability program.