

**AMENDMENT NO. 4 TO  
IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT  
BETWEEN  
THE COUNTY OF ALBEMARLE  
AND  
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 4** to the **Ivy Material Utilization Center Programs Agreement** (this “Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **County of Albemarle, Virginia** (the “County”) and the **Rivanna Solid Waste Authority** (the “Authority”, individually a “Party”, and together referred to as the “Parties”).

WHEREAS, the County and the Authority entered into a certain Ivy Material Utilization Center Programs Agreement dated August 23, 2011 (the “Original Agreement”), providing for the County’s financial support for, and the Authority’s operation of, the Ivy MUC; and,

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority’s fiscal year ending June 30, 2012, with the County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and,

WHEREAS, the County exercised its first option to extend the term of the Original Agreement through June 30, 2013, but elected not to exercise its second option to extend the term through June 30, 2014 and instead requested an extension of the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 7, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the County and the Authority entered into Amendment No. 3 to the Original Agreement, dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, hereinafter, the “Agreement”); and,

WHEREAS, the Authority, after review with the County, entered into a Letter of Agreement with the Virginia Department of Environmental Quality (“DEQ”) dated March 19, 2015, amending and restating an earlier Letter of Agreement dated May 27, 2014, whereby the Authority agreed to submit a written plan with a milestone schedule by December 31, 2015 to address regulatory deficiencies in the current Ivy

Transfer Station, or alternatively submit by December 31, 2015 a Notice of Intent to close the transfer station by March 31, 2016; and,

WHEREAS, the County and Authority have agreed that the County is responsible for preparing the written plan required by DEQ; and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, with the understanding that such date may be changed subject to the County's completion of the required written plan.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 6.** Section 6 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

**6. Term of Agreement**

This Agreement shall be effective upon execution and the County's financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2016, except that in the event the Virginia Department of Environmental Quality ("DEQ") requires activities permitted under Solid Waste Permit #132 to cease or requires closure of the Ivy MUC prior to June 30, 2016, this Agreement shall terminate on the effective date of the required cessation of activities or closure unless this Agreement is further amended by the parties to allow for the required DEQ actions and the County shall be responsible for all costs incurred by RSWA until such date and shall reimburse RSWA for such costs notwithstanding such termination.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

COUNTY OF ALBEMARLE:

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Thomas C. Foley  
County Executive

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Date

RIVANNA SOLID WASTE AUTHORITY:

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Thomas L. Frederick, Jr.  
Executive Director

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Date

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