

## Differences between Landfill Operation Contracts

### At a Glance - Financial Differences

	<u>2003</u>	<u>2009</u>
Surcharge/ Royalty	7.5% GR Not less than \$60,000	10% Gross Receipts (1 year after TCEQ action on 1405B raised to 15%) Not less than \$250,000
Community Recreational Facility Fund	0/none	1% Gross Receipts
Future Environmental Liability Fund	0/none	4% Gross Receipts
Master Site Development Fund	0/none	1% Gross Receipts
Alternative Income		
- Recycling	0/none	6.5% Gross Receipts for Recyclables/Diverted Materials accepted for processing, storage, or sale (Residential source separated recyclable material not subject to this surcharge)
- Sale of Recyclables	0/none	5% Gross Receipts
- Sale of Mulch/compost	0/none	5% Gross Receipts
Tip Fee charged to County	Lowest Rate charged by Contractor up to 500 tons Over 500 tons, charged gate rate	None up to 750 tons Over 750 tons, \$1 less than lowest rate
Financial Guarantee/ Surety Bond	none specifically listed	in the amount of 100% Gross Receipts
Closure/Post Closure Bond	vague "financial assurance required by law"	\$5,000,000

### Detailed Comparison between 2003 Contract and Proposed 2009 Contract

	Contract Provision	2003 Contract (Current Landfill Operating Contract in Effect)	Proposed 2009 Contract
1	Recitals/Definitions	None	Took out specific references to code provisions, ie: states as the terms are defined in Chapter 330
2	Article 1: Definitions	None	“Contractor” means WMTX, a contract operator of Landfill and is not the Site Operator as defined by TCEQ
3			“Default” act or omission that impairs or prevents performance of obligation.
4			“Gross Receipts” means all monies received, including non-monetary discounted rate differentials, for any activities related to or conducted at the Landfill. This includes full amount to be charged prior to deduction of any rate discount.
5			“Owner” means Williamson County, Texas
6			“Pass Through Charges” means taxes, special fund fees required herein, and TCEQ fees. Pass Through Charges are added to Tip fees and charged to Landfill users.
7			“Tip Fee” means the posted gate rate charged to customers at the Landfill and does not include any discounted rate
8	Representations and Warranties of Contractor	None	Contractor shall cooperate with County in obtaining mutually agreeable changes to Permit. Proposed Permit changes must be approved in writing by County prior to being submitted to any State or Federal agency.

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

9		None	Contractor does not possess any legal interest in any real property of Landfill. Contractor shall execute deed conveying fee simple interest to County of Property previously deeded to County for the Landfill.
10		§17 – Premises shall remain under the ownership and ultimate control of County	County holds fee simple title to Landfill, and exclusively holds and retains all rights and interest in the Permit.
11	Facility Maintenance	<p>§6 – Contractor shall operate Landfill. Contractor shall have right to construct and maintain improvements necessary to operate Landfill.</p> <p>Does not address requirement to repair, or who is responsible for repairs.</p>	<p>§2.4 (a) Contractor shall furnish and maintain all labor to perform its obligations under this Agreement.</p> <p>(b) Contractor at its sole expense shall keep all facilities in good working order. Contractor liable for all costs incurred by County to repair or replace facilities. Contractor may request reimbursement for cost of repair and maintenance if and only if [certain requirements]. Reimbursement within County’s sole discretion.</p>
12	Financial guarantee	Does not address financial guarantee	§2.5 By Jan 31 of each year, Contractor shall furnish corporate surety bond in an amount equal to 100% of Gross Receipts from preceding year. As an alternative, Contractor may provide an irrevocable letter of credit.
13	Alternative Disposal Site	§22 – Contractor guarantees there will be no interruption of Landfill services except in for acts of God. However, provides no immediate relief if there is an interruption of service.	§2.6 If due to Contractor’s negligence or misconduct, Landfill operations cannot be provided, Contractor shall provide alternative disposal site at no additional cost to County.
14	Permits and Licenses	§13 – Contractor shall be responsible for obtaining and maintaining all necessary permits and licenses. County shall cooperate and assists in obtaining permits when necessary. County	§2.7 (a) Contractor shall obtain, maintain, and pay for all permits and modifications to any permits required by Applicable Law. Contractor shall list County as sole Owner and Operator of the Landfill on any

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

		<p>agrees to cooperate in obtaining any agreed upon or required permit modifications. Does not address ownership of permits.</p> <p>§12(b) County shall not be liable or responsible for any and all claims brought by local, state, and/or federal government in connection with closure of Landfill or any cleanup costs associated with environmental contamination.</p> <p>§15 – Contractor will report all pertinent activities to County</p>	<p>permit application or other required document. County shall provide Contractor with information or documents in its control that Contractor reasonably requests to obtain or maintain all Permits. Contractor may be listed as the contract operator if required by the agency from which permit obtained, or Applicable Law.</p> <p>(b) Contractor liable for all fines or civil penalties that may be imposed for any violation of permits, regulations, or Applicable Laws. Contractor shall provide 48 hours notice of receipt of violations.</p> <p>(c) Contractor waives and disclaims any right, title, or interest in the Permit, whether legal or equitable. With County prior written permission, Contractor may pursue 1405B</p> <p>(d) in the event a court finds Contractor has any interest in the permit, Contractor shall within 10 days of such finding execute any and all documents to transfer its interest. Failure to comply equals non-curable default.</p>
15	Taxes, Fees and Contributions	Does not address payment of taxes	§2.8 – Contractor responsible for timely payment of all federal, state, and local taxes and Fees
16	Closure and Post Closure Fund	<p>§3 – Contractor, regardless of cost, shall perform such closure and post closure as it may be legally required to do.</p> <p>Contractor shall comply with all post-closure financial assurances requirements imposed by all governmental authorities.</p>	<p>§2.9(a) Contractor is responsible for all closure and post-closure costs.</p> <p>(c) Within 10 days of effective date, Contractor shall post corporate surety bond of \$5,000,000 for general environmental liability. Shall remain in effect for active life of Landfill and may be subject to cost of</p>

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

			living increase every 5 years.
17	Future Environmental Liability Fund	Does not address payments for extra future environmental liability fund	§2.9(d) Contractor shall pay into fund 4% of gross receipts on Jan 31 of every year. Total collected capped at \$10,000,000. 10 years after final closure, County may transfer balance to County General Revenue Fund. Intent is for FELF to cover future liability that would not otherwise be covered by closure and post closure trust fund.
18	Reports and Records by Contractor	<p>§3 – only affirmative reporting duty by Contractor related to annual estimate of remaining life of Landfill.</p> <p>§8 - County may hire accounting firm to audit at County's expense. If audit discloses greater than 1% error than Contractor shall pay for audit</p> <p>§15 – Contractor will report all pertinent activities to County</p>	<p>2.11(a)(1) Contractor shall provide monthly report to County of tonnage received, total revenue, Tip Fees, and all special handling charges.</p> <p>(a)(2) – Each year Contractor shall provide County with audited financial reports prepared by independent CPA</p> <p>(a)(3) At any time requested by County, but not more than annually, Contractor shall provide County with independent operational audit of Landfill. Auditor selected by County and paid by Contractor. Audit shall include comparison of tipping fees and user charges of other landfills within 100-mile radius.</p> <p>(a)(4) all correspondence related to regulatory compliance sent to County within 3 business days of receipt</p>
19	Recordkeeping	§8 – Gate receipt records shall be retained for 3 years. Gate receipts shall be available for review and photocopying upon 10 days written notice.	§2.11(b)(1) Contractor shall retain all records and data that document every transaction at Landfill for 7 years. County shall have unrestricted access for inspection at reasonable hours

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

		<p>§3 – only affirmative reporting duty by Contractor related to annual estimate of remaining life of Landfill.</p>	<p>(b)(2) Maintain records of all operations at Landfill for a period of time to comply with all regulatory agencies record retention requirements. County shall have access at reasonable hours to all on-site records.</p> <p>(b)(2)(ii) Contractor shall provide quarterly report of condition of Landfill, changes in status and readiness of alternative disposal site and emergency facilities, complaints, extraordinary circumstances, and documentation regarding unacceptable waste</p> <p>(b)(2)(iii) County will review records of performance to verify Contractor is maintaining proper and safe operations. (iv) Within 45 days of annual performance review, County shall issue summary of findings and recommendations. Contractor responsible for implementing directions and recommendations. Failure to carry out directions with 30 days = default</p>
20	County Oversight	<p>§2 – County may appoint Landfill oversight committee to observe all aspects of Landfill, make periodic reports, represent County in discussions with Contractor, explore possible solutions to problems. Such rep shall have an opportunity to review and comment on material changes in operating procedures.</p>	<p>§2.11(c) County may hire Oversight Inspector to monitor daily operations at Landfill. Contractor shall pay, as invoiced, all costs associated with County Oversight Inspector. Contractor shall furnish office at Landfill for County Oversight Inspector.</p>
21	Accidents: Complaints	<p>§15 – Contractor will report all pertinent activities to the authorized agent of County.</p>	<p>§2.12(a) – Contractor shall report all injuries, accidents, etc within 24 hours</p> <p>(b) Contractor shall response to all complaints within 72 hours after receipt. Contractor shall report quarterly the details of all complaints</p>

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

22	Emergency Operations Plan	Contract Does not specifically address, however §6 requires that Contractor operate Landfill in compliance with TCEQ permit requirements and all pertinent statutes.	§2.15 – Contractor shall provide a comprehensive Emergency Operations Plan to mitigate or correct hazardous conditions that may arise. The plan shall be updated annually, and Contractor shall test the emergency operations plan annually. In the event of emergency, County Judge may extend operating hours of Landfill.
23	Master Site Development Plan	Does not address master site development	§2.16 – Within 1 year of Effective date, Contractor shall develop Master Site Development Plan for the Landfill and update it every 5 years. Contractor shall implement plan within 12 months of County’s approval. Contractor shall pay 1% of Gross Receipts to a Master Site Development Fund payable on Jan 31. Contractor shall have access to fund on annual basis for site development mutually agreed to. As part of plan, Contractor shall set aside 1,000 foot buffer zone along FM1660 and where possible on Chandler Road. Fund may be used for landscaping, landfill screening, commercial development, educational, community, or recreational facilities.
24	Fees Payable	<p>§5 – maximum disposal rate shall be set by Contractor to reflect the average of posted MSW landfills in the CAPCO area</p> <p>§4(d) All waste generated in County and hauled to Landfill by County up to 500 tons shall be disposed at rate equal to lowest rate charged by Contractor. Any waste in excess of 500 tons shall be disposed at gate rate.</p>	<p>§3.1(a) – Tip Fee shall not exceed \$40 per ton, plus all taxes</p> <p>(b) County shall not pay tip fee for 1st 750 tons, waste in excess of 750 tons will be charged \$1.00 less per ton than lowest rate which Contractor charges its commercial haulers</p>
25	Change of Tip Fee	§5 – rate adjustments may occur at times as determined by Contractor but not more than once a year.	§3.1(a) Contractor may not increase the Tip Fee without the prior written consent of County. (b) Before increasing Tip Fee, Contractor must provide information to County supporting any increase and

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

			obtain written approval from Commissioner's Court before implementing.
26	Surcharge Payable	4(a) – monthly royalty equal to 7.5% of gross disposal receipts actually collected on 1st 200,000 tons accepted. If disposal volume exceeds 200,000 tons per agreement year, then royalty increased 0.25% per year for each 50,000 tons in excess of Base Annual Volume. 4(c) – Not less than \$60,000 per year	§3.3(a) Contractor shall pay to County monthly surcharge of 10% of Gross Receipts. One year after TCEQ action on 1405B, surcharge increased to 15%. Not less than \$250,000 per year.  (b) Contractor shall pay to County 6.5% of gross receipts for all Recyclables or Diverted Material accepted at Landfill
27			§3.3(c) Surcharge is based on all solid waste disposed regardless of whether Contractor actually received payment.  (d) surcharge due and payable on 30th day of month  (f) Failure to pay surcharge within 3 months of due date shall constitute default
28	Additional Fees	Does not address fees outside of above described royalty.	§3.5(a) – Contractor shall pay 1% of gross receipts for a community recreational facility fund, due Jan 31 of each year
29			§3.5 (b)- Contractor shall pay to County on Jan 31, 5% of gross receipts from compost and mulch sales
30			§3.5(c) - Contractor shall pay to County on Jan 31, 5% of gross receipts for recyclable material sales
31	Hours of Operation	§6 Mon-Fri 7:00am-5:00pm Sat 7:00am – 12:00pm Sun closed  Holidays: New Year's Day, Independence Day,	§4.1 Mon-Fri 5:00am-7:00pm Sat 6:00am-4:00pm Sun closed  Holidays: New Year's Day, Independence Day,

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*



		Labor Day, Thanksgiving, Christmas	Thanksgiving, Christmas
32	Weights and Measures	Does not address weighing or scales	<p>§4.3 (a) Contractor shall weigh all Solid Waste received at the Landfill. Contractor shall maintain scales of sufficient size and quality to accurately weigh vehicles, and have the scales checked every 6 months. Contractor shall provide notice to County of scale test, and testing company shall mail results directly to County.</p> <p>(b) – Contractor shall maintain a 2nd set of scales. At Contractor’s expense, Contractor shall construct additional scales depending on future need</p>
33	Waste Volume and Origin Limits	Does not address restricting waste from outside Williamson County	<p>§4.4(a) Landfill exists for use and benefit of residents of Williamson County. Subject to quantity limits, Contractor may accept waste generated within Williamson, Bastrop, Bell, Burnet, Lee, Milam, and Travis Counties. Contractor may only accept waste originating outside Williamson and the other listed counties with prior written consent. Contractor cannot sign agreement with any Municipal Entity, the majority of whose population is outside of Williamson County, without prior written consent. Contractor agrees to implement measures that are calculated to prevent the acceptance of waste that originated outside of Williamson and the other listed counties.</p>
34		No limit on amount of waste disposed at Landfill. Increase royalties for disposal of waste over 200,000 tons.	<p>§4.4(b) – Acceptable Waste shall not exceed per-person/per-year waste generation rate times US Census Bureau’s estimate of Williamson County population. Generation Rate = TCEQ average per-capita landfill disposal rate</p>

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

35	Household Hazardous Waste	Does not require HHW events	§4.5(a) – 2 HHW events per year
36			§4.5(b) – Contractor shall maintain HHW collection center at the Landfill for use by Williamson County residents. Contractor may implement reasonable fee schedule for HHW collection center with Prior approval of County. County shall seek grants to share operational costs.
37	Recycling and Composting	§17 – Contractor shall have exclusive recycling rights at Landfill	§4.6(a) County may establish recycling and composting programs.
38			§4.6(b) – within 90 days of effective date, Contractor shall assume management of existing recycling center
39			§4.6(c) – within 1 year, Contractor shall develop Master Recycling Plan to include citizen recycling center, compost and mulch facility, recycling for aluminum and steel cans, plastic containers, clear and colored glass, newsprint, cardboard, and tires.  (e) Plan reviewed every 24 months
40	Alternate Daily Cover (ADC)	Does not address ADC	§4.7 – Contractor may use ADC if allowed by the Permit and if i) County approves in writing, and ii) no ADC used when Landfill is closed for periods longer than 24 hours iii) violation of this = default
41	Methane Recovery	Does not address methane recovery	§4.8 – All methane produced is County property, all tax credits or other credits remain property of County. Parties may enter agreement to reimburse Contractor for methane recovery. Methane recovery shall not interfere with operation of Landfill.
42	Maintenance and Repair of Facility	§6 – Contractor shall have right to construct and maintain improvements necessary to operate Landfill. (Does not address requirement to repair,	§4.9 (a) Contractor, at its sole cost, shall maintain all personal property and permanent improvements at Landfill. In the event improvement damaged by fire

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

		<p>or who is responsible for repairs.)</p> <p>§9 – Authorized representatives of governmental agencies shall have right to access and inspect premises during business hours. Contractor employees shall cooperate to fullest extent</p> <p>Does not address having person in charge and present during hours of operation of Landfill</p>	<p>or other casualty, Contractor shall commence repair within 3 months.</p> <p>(d) County has unrestricted access to Landfill at all times</p> <p>(e) Contractor shall maintain local office where inquires and complaints may be made. Shall have at least 1 person in charge and present during all hours of operation of Landfill</p>
43	Closure and Post Closure	<p>§3 – Contractor shall comply with all post closure financial assurances required by all governmental authorities, include TCEQ.</p>	<p>§4.10 When Agreement expires, Contractor, at County's Option shall close Landfill and thereupon post performance bond of \$3,000,000</p>
44	Uncontrollable Circumstances (Force Majeure)	<p>§22 Contractor agrees there will be no interruption of Landfill services, unless interruption caused by Force Majeure.</p> <p>Does not address what happens after Force Majeure events or provide for termination of Agreement.</p>	<p>§5.2 – Contractor's obligations under Agreement subject to Uncontrollable Circumstances, no other events excuse non-performance. Following such Uncontrollable Circumstances, Contractor shall use best efforts to resume performance. If Contractor unable to perform for 30 days or longer, County may terminate Agreement without penalty.</p>
45	Liability/Responsibility for Waste	<p>Does not address Liability/Responsibility for Waste</p>	<p>§6.1 liability of all solid waste and recyclables shall pass to Contractor as soon as materials are accepted at the Landfill entrance</p>
46	Waste Screening Program	<p>Does not address screening procedures.</p> <p>§7 – If Contractor believes a load of material might be hazardous, it will refuse such waste and record the contents, date, license number, and name of hauler for future reference.</p>	<p>§6.2 Contractor shall implement screening and monitoring procedures to prevent acceptance of Unacceptable Waste. Contractor shall inspect each incoming load of solid waste to determine if it is suitable for recycling or diversion from disposal at the Landfill</p>

47	Insurance and Indemnification	<p>§10 Workman's Comp – statutory limits</p> <p>§11 Comprehensive \$5,000,000 Premises-Operations -Explosion and Collapse -Contractual -Products/Complete Operations -Broad Form Property Damage -Independent Contractors -Personal Injury</p> <p>Automobile Liability \$1,000,000 -Comprehensive -Owned -Hired Non-Owned</p> <p>Excess Liability \$2,000,000 Umbrella Employee Liability \$ 500,000</p>	<p>§7 Workman's Comp - \$500,000 or statutory limit (whichever is greater)</p> <p>Bodily Injury - \$1,000,000 Aggregate - \$2,000,000</p> <p>Property Damage - \$1,000,000 Aggregate - \$2,000,000</p> <p>Automobile Bodily Injury - \$1,000,000 Each Occurrence - \$2,000,000</p> <p>Automobile Property Damage - \$500,000</p> <p>Environmental - \$10,000,000 Aggregate - \$20,000,000</p> <p>Comprehensive - \$2,000,000 Aggregate - \$10,000,000</p> <p>Excess Commercial - \$10,000,000</p>
48			§7.1(d) If fail to provide and maintain required insurance, Contractor in default
49			§7.1(e) Limits reviewed annually and adjusted in accordance with County insurance requirements
50	Indemnification	§12 – Contractor agrees to indemnify County	§7.2 Contractor agrees to indemnify County
51	Representatives	Does not specifically address representatives	§8 – Contractor and County have designated authorized agents to act as their representatives

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

52	Dispute Resolution	Does not address dispute resolution	§9 – Parties will work together in good faith to resolve any controversy which rises out of this Agreement. If the parties are unable to resolve the dispute, such claim shall be addressed through non-binding mediation. This shall no prevent any other remedy available at law.
53	Default and Termination	§16 – If either party abandons, delays unnecessarily, or refuses to comply with any material term of Agreement, the other party may notify in writing. If noncompliance not corrected within 30 days, the party giving notice can declare Agreement to be in default. Non-defaulting party may then give notice of termination. In event of termination, Contractor shall immediately cease operations and remove its equipment	§10.1 – Contractor in default if commits acts or omissions described below or elsewhere in the Agreement. County shall give notice of intent to terminate if default not cured within 60 days, unless circumstances require quicker resolution. Failure to give notice does not constitute waiver. Default subject to liquidated damages.
54		Does not provide for County taking over operations of Landfill	§10.1(a) – if County terminates Agreement, County may take over and operate the Landfill. If default not cured in 60 days, County right to terminate Agreement and immediately implement step-in provision.
55		Does not specifically list events of default.	§10.2 Following Acts constitute Default 1) failing to properly operate Landfill in accordance with laws, 2) failing to timely pay fees and/or surcharges, 3) failing to accept Solid Waste, 4) exceeding tonnage limits for any 2 years within a 3 year period or 4 years in 10 year period, 5) failing to maintain bond or financial assurance, 6) failing to indemnify County, 7) failing to provide records or falsify records to any governmental office, 8) failing to provide County with required reports, 9)failing to maintain and monitor Landfill during and after closure, 10) failing to maintain insurance as

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

			required, 11) failing to obtain County consent for change in control, 12) failing to dispose of waste for 5 consecutive days, 13) failing to seek mutually agreeable permit modification, 14) failing to implement Master Recycling Plan, and 15) failure to pay liquidated damages
56	Events of Non-curable Default		§10.3 Following actions constitute non-curable default and subject contract to immediate termination: 1) continuous and systematic violations of SOP, 2) 3 or more defaults in any calendar year or 6 or more defaults in 3 calendar years, 3) claiming any interest in permit, 4) claiming any interest in real property
57	Liquidated Damages	Does not provide for liquidated damages	§10.4 Liquidated Damages are \$5,000 per day for default. County may, at its sole option, waive. Contractor may appeal through dispute resolution clause
58	Rights and Remedies Cumulative	§24 – Rights and Remedies cumulative and the use of any one right shall not preclude that party's right to use any or all other remedies	§10.6 – Rights and Remedies to County are cumulative and the exercise of such rights shall not prevent the County from taking action or seeking relief otherwise authorized by law.
59	Insolvency, Bankruptcy, and Receivership	Does not address insolvency, bankruptcy, or receivership	§10.7 – services provided under this Agreement are vital and crucial to the County. If Contractor becomes insolvent or has receiver appointed, County may request written statement describing arrangements made for continued operations under this Agreement. County may terminate Agreement if Contractor fails to respond within 10 days.
60	Condemnation	§26 – If Landfill taken for public purpose by condemnation, Agreement shall terminate, subject to Contractor's obligation to provide final closure and cover. Any condemnation award	§11.1 – If Landfill completely taken for public purpose, Agreement shall terminate subject to Contractor's obligations to provide final closure and cover. Contractor's obligation to indemnify County

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

		shall be split with the County receiving all proceeds attributable to value of land, and Contractor receiving proceeds attributable to improvements	<p>in accordance with Article 7 shall survive such taking.</p> <p>§11.2 – If less than all but more than 10% of Landfill taken for public purpose, Contractor may terminate Agreement by 90 days written notice, subject to Contractor’s obligations to provide final closure and cover.</p> <p>§11.4 – If County condemn Landfill, Contractor waives any condemnation award in excess of amount equal to actual or accrued expenses</p>
61	Successors and Assignments	<p>Does not discuss delegation of duties</p> <p>§18 – Contractor may not assign its interest other than to an entity owned by Contractor, without County’s consent. Does not address County’s ability to assign its interest</p> <p>Does not address County’s right to sell</p>	<p>§12.1 – Contractor’s delegation of any duties under this Agreement requires the prior written consent of County</p> <p>§12.2 – Contractor shall not assign its interest without the prior written consent of County. County may assign its interest by providing 90 days written notice to Contractor.</p> <p>§12.2(c) – County may sell all or parts of its interest in Landfill without restriction. Any protest by Contractor = default</p>
62	Change in Control or Ownership	Does not address change in control or merger by Contractor	<p>§12.3(a) – Any change in control of Contractor shall constitute default unless County consents in writing</p> <p>(b) - Any merger with nationally recognized waste disposal company requires prior written consent of County. Failure to obtain consent = default</p> <p>(c) - County may determine that new ownership of Contractor can adequately render service under this</p>

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*

			Agreement
63	Term	§3 – Life of Site: continues so long as Contractor continues active sanitary landfill or gas recovery	§13.20 - term of 40 years or active life of Landfill, whichever is shorter.
64	Exhibits to Agreement	Exhibit A – legal description of Landfill Exhibit B – sample calculation	Exhibit A – Current Footprint Exhibit B – Expanded Area

*Disclaimer: Please note this comparison document is not exhaustive. It is provided only as a guide outlining differences between the Current 2003 and Proposed 2009 Landfill Operating Agreements. This document contains abridgments and paraphrasing from the substantially larger and more detailed contract documents. For a complete understanding of the contracts, the reader is urged to consult and review each contract individually.*