

**SECOND AMENDMENT TO THE  
REGION 2000 SERVICES AUTHORITY  
MEMBER USE AGREEMENT**

**THIS SECOND AMENDMENT** to the Region 2000 Services Authority Member Use Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and among the Region 2000 Services Authority (the “Authority”), a public body politic and corporate, organized under the laws of the Commonwealth of Virginia, and the County of Campbell, Virginia (“Campbell”), the County of Appomattox (“Appomattox”), the County of Nelson, Virginia (“Nelson”), the City of Lynchburg, Virginia (“Lynchburg”) and the City of Bedford, Virginia (“Bedford”), each a political subdivision of the Commonwealth of Virginia (collectively the “Member Jurisdictions”).

**WHEREAS**, the Authority and the Member Jurisdictions entered into a Use Agreement on January 31, 2008 and adopted a First Amendment to the Use Agreement on June 20, 2008 (both collectively referred to as the “Use Agreement”); and

**WHEREAS**, the Use Agreement stated that the Authority would purchase the entire Campbell landfill (the “Campbell Facility”) which consisted of the active landfill site and the closed landfill site, due to the fact that the entire Campbell landfill was covered by one Department of Environmental Quality (“DEQ”) permit; and

**WHEREAS**, DEQ has agreed to separate the permits, which allows the Authority to only purchase the active landfill site with Campbell continuing to be responsible for the closed portion of the landfill.

**NOW THEREFORE**, the parties agree to amend the Use Agreement as follows:

In Article II, Definitions, the definition of Campbell Facility is amended to read as follows:

“Campbell Facility” means the solid waste disposal facility, including all improvements thereto and subject to all easements, as shown on a plat entitled “Plat of Subdivision and Lot Line Adjustments, Campbell County Properties” prepared by Draper Aden Associates dated February 22, 2011 and last revised November 29, 2011 and that is to be conveyed to the Authority for the Authority to own and operate subject to the terms of this Agreement and as permitted by DEQ. The Campbell Facility shall not include the closed portion of the Campbell landfill, commonly known as Phase II and old Phase II under existing permit number 285:

1. In Section 3.1, the closing date for the purchase by the Authority of the Campbell Facility shall be changed from July 1, 2008 to the later of the date that this

Amendment is approved by all of the parties or the date DEQ indicates its approval of separate permits for the closed Campbell landfill and the Campbell Facility.

2. In Section 3.2, the reference to the Authority's maintenance responsibility for the closed portion of the Campbell landfill is deleted.
3. The following new subparagraphs shall be added after paragraph (2) in section 3.2:
  - (3) Access to the Campbell Facility to be retained and that portion to be conveyed to the Region is by way of Livestock Road, which ends state maintenance at the entrance to the Facility. Thereafter there is an existing road running generally east/west at the boundary of the area to be retained by Campbell and through the property to be conveyed to the Authority. There are also proposed new roads which will be constructed by the Authority after acquisition of the Campbell Facility and it is agreed that this entire road system, both existing and such as may be constructed in the future, will be used by both parties for ingress and egress to and from any portion of the properties which they own, including the firing range to be constructed on Campbell property to the northeast of the Authority's property. The Authority agrees to maintain this road in its entirety in a good and sufficient state of repair including maintenance of the existing culvert in the area between Phase II and Phase III and replacement of that culvert from time to time, should the same become necessary.
  - (4) The Authority agrees to provide water and sewer easements across property owned by it as may be necessary to enable water and sewer lines to be constructed to Campbell's property upon which it intends to construct a firing range.
  - (5) The Authority will be installing a sewer force main to discharge leachate and water from the Authority's facilities into the Campbell County Utilities and Service Authority treatment system. The Authority will provide appropriate easements for Campbell to connect to this force main for purposes of disposal of the effluent from its groundwater extraction and treatment system and Campbell and the Authority will monitor the amount of liquids going into that main so as not to impair the Authority's use of that main. Campbell will pay an annual maintenance fee for its use of the force main based on construction costs and percentage of capacity used.
  - (6) The Authority will provide an easement to discharge leachate from the retained Phase II into the existing leachate tank, as well as to discharge groundwater from the sump currently in operation on Phase II to the leachate tank or sewer force main.
  - (7) The Authority will grant Campbell an easement for any necessary monitoring and extraction wells, together with water and electrical conduits in connection with the remediation, if necessary, of cobalt exceedences which have been detected in property to the south of the Phase II.
  - (8) The parties will grant cross easements each to the other for the installation of all necessary utilities along the access road, as well as other properties owned by either

of the parties so that all parties will have adequate space for the installation of all necessary utilities including, but not limited to, potable and non-potable water, sewer and electricity.

(9)The Authority will provide an easement for Campbell to have access to all existing and any necessary future monitoring wells, so Campbell may fully comply with the remediation and post closure requirements of the Department of Environmental Quality, this to include, but not be limited to, monitoring well 1-B and any other monitoring or extraction wells or any gas probes which may be located on property being conveyed to the Authority.

(10)The parties anticipate that a sound buffering wall will be constructed on property to be retained by Campbell along the southern boundary of the facilities. Campbell will grant the Authority an easement to construct and maintain this wall and Campbell will have access to any boundary probes or monitoring or extraction wells which may be to the south side of the wall once it is constructed.

(11) It is anticipated that at some point the Campbell Facility which is being purchased by the Authority will be filled and subject to closure and post closure monitoring. At the termination of the post closure monitoring period the Authority may choose to continue to use shop facilities or other improvements constructed on the land and so long as it is continuing to use those facilities it will maintain the roads and utilities. Once the facility is closed and no longer in use by the Authority, the Authority agrees that it will take whatever steps are necessary to reconvey the roads and water, sewer and electrical and other associated easements to Campbell, which will thereafter maintain the same for so long as is necessary for its own purposes. These roads and other utilities will be conveyed to Campbell in good condition.

(12)The parties hereto agree that all will share any data required by any regulatory authority or necessary in the operation and maintenance of the Authority's facility or the property being retained by Campbell reasonable format and within a reasonable time after request by any other party.

4. Other than the above amendments, the Use Agreement shall remain as previously agreed to by the parties.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the date written above.

[SEE ATTACHED SIGNATURE PAGES]