
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): 09/10/2007

TREX CO INC

(Exact name of registrant as specified in its charter)

Commission File Number: 001-14649

DE
(State or other jurisdiction of
incorporation)

54-1910453
(IRS Employer
Identification No.)

160 Exeter Drive, Winchester, VA 22603-8605
(Address of principal executive offices, including zip code)

540-542-6300
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(c) On September 10, 2007, Anthony J. Cavanna was appointed as the interim Chief Financial Officer of Trex Company, Inc. (the "Company"). Mr. Cavanna, age 68, is the Chairman of the Company's Board of Directors (the "Board") and has served on the Board since 1998. Mr. Cavanna served as Executive Vice President and Chief Financial Officer of the Company from 1998 through 2003, and as Chief Executive Officer from August 2005 until his retirement effective August 15, 2007. Additional information about Mr. Cavanna's prior service with the Company and business experience and related matters is set forth in the Company's proxy statement dated April 9, 2007 for the Company's 2007 meeting of stockholders, which information is incorporated herein by reference.

In connection with Mr. Cavanna's service as interim Chief Financial Officer, the Company and Mr. Cavanna entered into a Consulting Agreement, dated as of September 10, 2007 (the "Consulting Agreement"). Under the Consulting Agreement, which will remain in effect until terminated by either the Company or Mr. Cavanna on seven days' prior written notice, Mr. Cavanna will receive consulting fees at the rate of \$23,000 per calendar month, prorated for any partial months of service, and will be reimbursed for reasonable business travel expenses incurred in connection with his performance of services under the Consulting Agreement. During the term of the Consulting Agreement, Mr. Cavanna will not receive any fees for his services as Chairman of the Board.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this report and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Trex Company, Inc. hereby files the following exhibits:

Exhibit No.	Description of Exhibit
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10.1	Consulting Agreement, dated September 10, 2007, by and between Trex Company, Inc. and Anthony J. Cavanna.
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Signature(s)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TREX CO INC

Date: September 11, 2007

By: /s/ Andrew U. Ferrari

Andrew U. Ferrari
Chief Executive Officer

Exhibit Index

Exhibit No.	Description
EX-10.1	Consulting Agreement, dated September 10, 2007, by and between Trex Company, Inc. and Anthony J. Cavanna.

CONSULTING AGREEMENT

THIS AGREEMENT, dated September 10, 2007, is by and between TREX COMPANY, INC. (hereinafter referred to as the "Company") and ANTHONY J. CAVANNA (hereinafter referred to as "Consultant").

The parties agree as follows:

1. Consulting Services. Consultant shall provide consulting services to the Company by acting as its Interim Chief Financial Officer. Consultant's specific obligations hereunder shall be determined by the Company and shall be pursuant to a schedule mutually satisfactory to both Consultant and the Company, but it is anticipated that Consultant shall provide approximately 40 hours of service per week.
2. Consulting Fees. The Company shall pay Consultant at the rate of \$23,000 per calendar month, prorated for any partial months of service. Consultant shall be paid on a monthly basis. During the term of this Agreement, Consultant will not receive any fees for services as Chairman of the Board of Directors of the Company.
3. Expenses. In addition to the payment of consulting fees pursuant to Section 2 above, Consultant shall be reimbursed by the Company for reasonable business travel expenses incurred in connection with the performance of services hereunder, provided that prior written approval by the Company for such expenses was obtained, and appropriate receipts are presented to the Company.
4. Term and Termination. The term of this Agreement shall commence on the date hereof and shall remain in effect until terminated by either party, with or without cause, on seven (7) days notice. Notwithstanding the foregoing, this Agreement shall terminate immediately upon the death of Consultant. Upon termination of this Agreement for any reason, Consultant shall be paid for all consulting fees earned prior to termination.
5. Relationship. In performing his obligations hereunder, Consultant acknowledges and agrees that he is an independent contractor and not an agent or employee of the Company. Consultant further acknowledges and agrees that he is responsible for his own estimated and self-employment taxes, and that he shall be treated as an independent contractor for all purposes, including but not limited to federal and state taxation, withholding taxes, unemployment insurance, and workers' compensation and disability insurance. Consultant understands that as an independent contractor he is not entitled to participate in any employee benefit plans or programs of the Company.
6. General Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that this Agreement is personal to Consultant and neither this Agreement nor Consultant's rights hereunder may be assigned by him. This Agreement may be amended or modified only by a written instrument executed by each of the parties hereto. This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

TREX COMPANY, INC.

By: /s/ Andrew U. Ferrari

Andrew U. Ferrari

Chief Executive Officer

/s/ Anthony J. Cavanna

Anthony J. Cavanna