



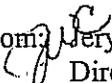
CITY OF GREENSBORO

NORTH CAROLINA

P.O. BOX 3136
GREENSBORO, NC 27402-3136

Date: March 27, 2006

To: Mitchell Johnson
Deputy City Manager

From:  Jeryl W. Covington
Director, Environmental Services Department

Reference: Request for Contract Authorization
Republic Services of North Carolina, LLC
Waste Disposal Services

Background

The City of Greensboro issued a revised request for proposals in February 2005 for the management of the City's municipal solid waste. The revised request identified options for transportation and/or disposal from the City's transfer station, transportation and disposal from a privately owned and operated transfer station, and full management and operation of the City's transfer station.

Responses to the request for proposal were received and reviewed on March 17, 2005. Transportation quotes were received from First Tee Transport, Hilco Transport, and Long Brothers of Summerfield, Inc. BFI Waste Systems of North America, Inc. and Republic Services of North Carolina, LLC submitted quotes for disposal; and, Republic Services of North Carolina, LLC submitted a quote for the utilization of a privately owned transfer station. No bids were received on the private management of the City's transfer station.

Evaluation of the bids concluded that Republic Services of North Carolina, LLC was the apparent low bidder for municipal solid waste disposal services at their Uwharrie Environmental Landfill located in Mt. Gilead, North Carolina. The price per ton for disposal was quoted at \$19.00 (2005 dollars) with a full annual consumer price index adjustment. The first year's contracted price for municipal solid waste disposal services is \$19.76 per ton.

Requested Action

The Environmental Services Department recommends the award of a five year contract to Republic Services of North Carolina, LLC. The contract will not initiate prior to construction completion of the transfer station (July 2006) and activities must commence before September 1, 2006.

Budget and Financial Data:

The annual budget of the disposal contract is dependant on the amount of waste collected and transported through the City's transfer station. The waste generation rates can range from 60,000 tons per year to 200,000 tons per year. The annual contract amount is estimated to be \$3,161,600.00. Account number 551-6509-09.5429 will be utilized.

attachment: Republic Services, LLC contract

DISPOSAL AGREEMENT

March THIS DISPOSAL AGREEMENT ("Agreement") is entered into as of this 24th day of March, 2006, by and between **THE CITY OF GREENSBORO**, a political subdivision of the State of North Carolina (the "Customer"), and **REPUBLIC SERVICES OF NORTH CAROLINA, LLC**, a limited liability company authorized to conduct business in the State of North Carolina (the "Landfill Operator").

RECITALS

WHEREAS, the Landfill Operator owns and operates a solid waste landfill known as the Uwharrie Environmental Landfill, located at 500 Landfill Road, Mt. Gilead, North Carolina 27306, North Carolina (the "Landfill");

WHEREAS, the Customer is, among other things, in the business of transporting (or arranging for the transportation of) solid waste to the landfills, including the Landfill, for disposal;

WHEREAS, the Customer desires to dispose of waste hauled by the Customer from the Transfer Station, and the Landfill Operator desires to accept the same for disposal, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended, and shall additionally include successors, designees and assigns.

(b) "Agreement" means this Agreement between the Customer and the Landfill Operator, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.

(c) "Customer" means the City of Greensboro as the owner of a solid waste transport facility located at 6310 Burnt Poplar Road, Greensboro, North Carolina.

(d) "Disposal Facility" or "Landfill" means the landfill known as the Uwharrie Environmental Landfill, located at 500 Landfill Road, Mt. Gilead, North Carolina

27306, and owned and/or operated by the Landfill Operator, or its Affiliate, or any other solid waste landfill which may be designated by the Landfill Operator as consented to in writing by Customer if such request for consent is practical. If not practical, Landfill Operator must notify Customer of the alternative location within twenty-four (24) hours. Upon notification, Landfill Operator may only continue to deliver Customer's solid waste to the alternative location upon the written consent of Customer. Notification shall be made in accordance with all other notifications provided for herein.

(e) "Effective Date" means thirty (30) days from the Customer's receipt of all necessary permits to operate the Transfer Station but no later than September 1, 2006. If this matter does not become effective on or before September 1, 2006 this agreement shall be null and void unless a later date is mutually agreed upon by the parties.

(f) "Environmental Laws" means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to the Release and/or threatened Release of hazardous or non-hazardous waste, materials and substances.

(g) "Fees and Taxes" means any federal, state, local or other taxes, assessments, fees, surcharges or similar charges (collectively charges) directly or indirectly related to the acceptance and/or disposal of Waste that are imposed on the Disposal Facility and/or the Landfill Operator by law, ordinance, rule, regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively, and which assessments, fees, surcharges or similar charges were not anticipated by the Landfill Operator at the time of the execution of this agreement. However, changes shall not be retroactively imposed in excess of thirty days from the effective date of the charge.

(h) "Force Majeure" means any event relied upon by the Landfill Operator as justification for delay in, or as excuse from complying with, any obligation required of the Landfill Operator under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Disposal Facility with respect to the acceptance and/or disposal of Waste provided such action is not a result of the acts of Landfill Operator; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal, or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept and/or dispose of Waste provided such action is not a result of the acts of Landfill Operator; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including,

without limitation, such changes that have a substantial or material adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the acceptance and/or disposal of Waste provided such action is not a result of the acts of Landfill Operator.; or (vi) the failure of the Landfill Operator to obtain an expansion of the Disposal Facility for the acceptance and disposal of Waste provided such action is not a result of the acts of Landfill Operator.

(i) “Hazardous Materials” means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term Hazardous Materials also includes Hazardous Waste (as herein defined), and any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination. The term “Hazardous Materials” shall be construed to have the broader, more expansive definition where a conflict exists in the definitions of “Hazardous Materials” employed by two (2) or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Materials.

(j) “Hazardous Waste” means any waste or materials defined as hazardous pursuant to US Code of Federal Regulations Section 40 CFR 261.3 and all its subpart; and after the Effective Date of this Agreement, any waste or materials deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) “Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands or subsurface strata.

(l) “Special Waste” means non-hazardous waste that requires special handling or management due to its composition or volume. All such waste must comply with the Disposal Facility’s Special Waste procedures prior to acceptance.

(m) “Ton” means 2,000 pounds.

(n) “Transfer Station” shall mean that certain transfer station located at 6310 Burnt Poplar Road, Greensboro, North Carolina owned by the Customer.

(o) “Unacceptable Waste” means any and all solid waste that the Disposal Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials and any other materials deemed by state or federal law, or in the reasonable discretion of the Customer and Landfill Operator, after a review by Landfill Operator of the Waste received by Customer to jointly deemed to be dangerous or threatening to health or the environment or the operations

conducted at the Disposal Facility. Such a review by the parties shall occur annually to ensure no new and potentially unwanted waste enters the Disposal facility.

(p) “Waste” means any and all non-hazardous solid waste delivered by the Customer to the Disposal Facility, and which the Disposal Facility is legally permitted to accept for disposal pursuant to the terms of its operating permit(s), including, but not limited to, municipal solid waste and Special Waste.

2. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.03, Section 4.01, Section 4.08, Section 5 or Section 10, this Agreement shall remain in full force for a period of five (5) years from the Effective Date (the “Initial Term”). This Agreement may be renewed by mutual, written agreement of the Parties hereto (“Renewal Term”) executed prior to the expiration of the Initial Term or of any Renewal Term. All references herein to the “Term” of this Agreement shall be deemed to include any and all Renewal Terms. All references herein to the “Term” of this Agreement shall be deemed to include any and all Renewal Terms.

3. Disposal Fees.

3.01 The Customer shall pay the Landfill Operator disposal fees of nineteen dollars and seventy-six cents (\$19.76) per Ton for the disposal of Waste at the Disposal Facility during the Term of this Agreement, plus (i) any Fees and Taxes, and (ii) any increased operational costs or expenses incurred by the Landfill Operator, to the extent not reflected in the Consumer Price Index (CPI) and resulting from changes in the cost of fuel, labor, or insurance and increases caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws, whether imposed retroactively or prospectively (in total, the “Disposal Rate”). Upon each anniversary of the Effective Date of this Agreement, the Disposal Rate shall be increased by the annual percentage increase in the Consumer Price Index for All Urban Consumers, United States City Average, All items as issued by the Bureau of Labor Statistics for the month of January. The term “Disposal Rate” as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence.

3.02 If the Landfill Operator performs disposal services outside its regular business hours or provides any additional services not addressed in Section 3.04, the Landfill Operator may adjust the Disposal Rate to offset the additional costs in performing such services.

3.03 The Landfill Operator shall send the Customer a monthly invoice for disposal fees owed for the previous month. The Customer shall pay the Landfill Operator the full amount invoiced within forty five (45) days of receipt of the same. Unpaid invoices shall carry interest at one and one half percent (1.5%) per month. The obligation of the Customer to pay disposal fees and any other amounts payable hereunder, shall be absolute and unconditional. In the event that the Customer fails to timely pay any outstanding amount, the Landfill Operator may, in addition to any other remedies available to the Landfill Operator, immediately suspend the Customer’s right to dispose of Waste at the Disposal Facility and/or declare the Customer in breach and terminate this Agreement.

3.04 In the event that (i) any Waste requires special handling or management due to its composition or volume, or (ii) the Landfill Operator agrees to dispose of any Unacceptable Waste, the Customer and the Landfill Operator shall determine in advance, on a case-by-case basis, the charge to the Customer for the Landfill Operator's disposal of such wastes; payment for any such charges shall be upon the terms set forth at Section 3.03 above.

4. Delivery and Acceptance of Waste.

4.01 Each calendar month during the Term the Customer agrees to deliver, and shall deliver, to the Disposal Facility for disposal, Waste the Customer transports and/or collects during the month from the Transfer Station. The Customer guarantees to deliver a minimum of sixty thousand (60,000) tons of Waste to the Operator per year. The Operator is required to properly account for the weight of each load of Waste delivered to the Disposal Facility each day utilizing scales approved by the state of North Carolina.

4.02 The Landfill Operator shall have the right to weigh all vehicles delivering Waste by or on behalf of the Customer to the Disposal Facility. At any time, the Landfill Operator may confirm the tare weight of any vehicle delivering Waste to the Disposal Facility by or on behalf of the Customer.

4.03 The Customer acknowledges that the Landfill Operator intends to reject Waste that, in the Landfill Operator's sole determination, would be in violation of this Agreement, the Landfill Operator's then existing licenses or permits, or would result in a violation of applicable federal, state or local laws, rules, regulations, ordinances or orders.

4.04 Ownership of Waste delivered to the Landfill by or on behalf of the Customer shall pass to and be accepted by the Landfill Operator when the vehicle transporting the Waste is fully unloaded at the Disposal Facility. Ownership of Unacceptable Waste delivered to the Disposal Facility by or on behalf of the Customer shall not pass to the Landfill Operator at any time unless the Landfill Operator agrees in writing in advance to accept such Unacceptable Waste. Ownership of Hazardous Materials delivered to the Disposal Facility by the Customer shall never pass to the Landfill Operator but, if discovered, shall be promptly removed by the Customer and, if not promptly removed, may be removed and properly disposed of by the Landfill Operator at Customer's expense.

4.05 The Landfill Operator may detain and inspect the contents of all vehicles delivering Waste to the Disposal Facility. The Customer agrees to monitor and inspect on a regular basis the contents of its vehicles in order to ensure that the Waste being delivered to the Disposal Facility contains no Unacceptable Waste.

4.06 The Customer shall not deliver to, or dispose of, any Unacceptable Waste at the Disposal Facility unless such action has been agreed to in advance, in writing, by the Landfill Operator and the Unacceptable Waste is of a type permitted to be disposed of in the Landfill. Unless otherwise agreed to in advance, if any Unacceptable Waste is delivered to the Disposal Facility by or on behalf of the Customer, the Landfill Operator shall have the right to refuse or reject such waste, or if not detected prior to acceptance at the Disposal Facility, the

Landfill Operator may remove such waste and assure its proper disposal, all at the Customer's expense, which expense the Customer agrees to promptly pay upon presentation by the Landfill Operator of an invoice setting forth the costs in reasonable detail.

4.07 To the extent that any improper delivery of Waste by Customer (including, without limitation, Unacceptable Waste) disrupts, or otherwise affects, the normal operations of the Disposal Facility, or to the extent that the Landfill Operator incurs any liabilities, obligations, costs, expenses (including attorneys' fees and costs) or damages as a result of the delivery of such waste, the Customer shall be liable to the Landfill Operator for such liabilities, obligations, costs, expenses or damages, and upon presentation by the Landfill Operator of an accounting in reasonable detail, the Customer shall promptly pay, perform and discharge the Landfill Operator for and indemnify and hold the Landfill Operator harmless against all such liabilities, obligations, costs, expenses or damages that the Landfill Operator incurs as a result of the improper delivery.

4.08 In addition to any other remedies provided in this Agreement, the Landfill Operator may suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement upon repeated deliveries or the one-time intentional delivery of Unacceptable Waste by the Customer, as such are determined by the Landfill Operator in consultation with the Customer. In such event, the Landfill Operator shall notify the Customer in writing of its intention to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement, and such suspension and/or termination shall become effective upon receipt of such notice by the Customer.

4.09 The Landfill Operator shall not be responsible for the transportation of Waste to the Disposal Facility. The Landfill Operator shall not be responsible for the transportation or redelivery to the Customer, or elsewhere, of any waste, including, without limitation, Unacceptable Waste, delivered to the Disposal Facility by or on behalf of the Customer.

4.10 During the Term of this Agreement, the Customer shall not subcontract or otherwise vest in any third party any or all of its rights, duties or obligations under this Agreement.

5. Suspension and Termination. In addition to the rights of the Landfill Operator to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement pursuant to Section 3.03, Section 4.01, Section 4.08, Section 10 or other applicable sections of this Agreement, and in addition to any other remedies available to the Landfill Operator, the Landfill Operator shall have the right to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement upon (i) any breach or default of any representation or warranty of the Customer set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured and the Customer is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to

any rights of suspension or termination or (ii) any breach or default of any covenant or agreement of the Customer set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured (except for Section 3.03 and Section 4.08 hereof, which shall not be subject to any cure) and the Customer is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of suspension or termination. Upon any suspension and/or termination pursuant to Section 3.03, Section 4.01, Section 4.08, Section 10, the immediately preceding sentence or any other applicable provision of this Agreement, the Landfill Operator shall have the right to recover any damages against the Customer, including, without limitation, to recover from the Customer as damages any unpaid amounts due at the time of such suspension and/or termination, plus interest thereon, pursuant to this Agreement, and any other amount necessary to compensate the Landfill Operator for all detriment or damages proximately caused by the Customer's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom. In the event of an event of Force Majeure, the Landfill Operator may suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement, and the Landfill Operator shall not have any liability to the Customer due to such event of Force Majeure or such suspension, and, furthermore, in the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders the Landfill Operator unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then the Landfill Operator shall have the right to terminate this Agreement and shall not have any liability to the Customer due to such event of Force Majeure or such termination.

6. Representations, Warranties, Covenants and Agreements of the Customer.

6.01 The Customer represents and warrants to the Landfill Operator that the Customer is a political subdivision of the State of North Carolina.

6.02 The Customer represents and warrants to the Landfill Operator that this Agreement has been duly executed and delivered by the Customer and constitutes a legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.03 The Customer represents and warrants to the Landfill Operator that the Customer has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the undersigned representative of the Customer has the corporate power and authority to execute and deliver this Agreement on behalf of the Customer. The Customer has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by Customer.

6.04 The Customer represents and warrants to the Landfill Operator that its execution and delivery of this Agreement is not in violation of any law, regulation, rule, ordinance, court order or decree, or administrative ruling including but not limited to any law, regulation, rule or ordinance related to the bidding and award of state and local governmental contracts within the State of North Carolina.

6.05 The Customer hereby waives and covenants and agrees to take all actions necessary in the future to waive any and all sovereign immunity with respect to the transactions contemplated hereunder and consents to be sued in a court of competent jurisdiction in any matter arising under this Agreement.

7. Insurance. The Customer and any subcontractor of the Customer agree to maintain at all times during the Term insurance coverages as reasonably requested by the Landfill Operator, including, without limitation, the following:

- (a) Workers' Compensation: Statutory
- (b) Employer's Liability: \$2,000,000/occurrence
- (c) Automobile Liability
Bodily Injury, Property Damage,
Contractual Liability & Sudden and
Accidental Pollution \$2,000,000/occurrence
- (d) Commercial General Liability
Personal Injury, Property Damage
& Contractual Liability Combined \$5,000,000/occurrence

All such insurance policies shall provide that they shall not be canceled and no material changes in coverage shall be made without at least thirty (30) days prior written notice to the Landfill Operator. With the exception of any Workers' Compensation policies, the Landfill Operator shall be named as additional insureds under all of the Customer's insurance policies. The Customer agrees to waive all rights of recovery by way of subrogation against the Landfill Operator, their Affiliates, successors and assigns in connection with any claims and/or damages covered by any of the insurance policies required under this section, and the Customer agrees that it shall cause all such insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against the Landfill Operator, their Affiliates, successors and assigns in connection with any claims and/or damages covered by such policies. Certificates of insurance or other documentation provided by the Customer and acceptable to the Landfill Operator as evidencing the requirements set forth above shall be delivered to the Landfill Operator prior to the Customer performing any services hereunder and shall be attached as Exhibit A.

8. Performance Bond. The Landfill Operator shall provide the Customer with a performance bond in the amount of \$1,185,600 prior to the Effective Date of this Agreement.

9. Indemnification. The Customer agrees to indemnify, protect, defend, save and hold harmless the Landfill Operator, its parent corporations, partners, members, subsidiaries and Affiliates, and the officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including all court and settlement costs, attorneys' fees, and expert witness and consultation fees), caused by or resulting from (i) any negligent or willful act or omission of the Customer or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement, including the Customer's negligent execution of, or failure to execute, its duties or obligations under this Agreement, (ii) a breach by the Customer of any of the covenants, agreements, representations, warranties, duties or obligations of the Customer set forth in this Agreement and/or (iii) the presence or disposal of Unacceptable Waste in the Disposal Facility that was delivered to the Disposal Facility by the Customer or by others on its behalf. Nothing contained in this Section 9 or any other provision of this Agreement is intended to authorize the Customer to subcontract any or all of its duties and/or obligations under this Agreement.

10. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To the Landfill Operator:

Uwharrie Landfill
500 Landfill Rd
Mt. Gilead, NC 27306
Facsimile: (910) 576-3698
Attn: General Manager

With a copy to:

Republic Services of North Carolina, LLC
P. O. Box 2943
Hickory, NC 28603
Facsimile: (828) 464-6922
Attn: Vice-President

To the Customer:

City of Greensboro
P.O. Box 3130
Greensboro, NC 27402
Attn: City Manager

With a copy to:

City of Greensboro

P.O. Box 3130
Greensboro, NC 27402
Attn: Director of Environmental Services

11. Internal Audit. Landfill Operator agrees to an audit of its records associated with this agreement by the Customer's Internal Audit division at a time and place reasonable to the Landfill Operator. Such audit shall only include documents generated and maintained in association with the discharged of the duties of this agreement. In not instance shall Customer have access during this audit to documents considered Proprietary in nature. The audit shall take place at a time and in a manner so as not to disrupt the operations to Landfill.

12. Transfer or Assignment of Agreement. This Agreement, and the rights and privileges granted to the parties pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors of such parties hereto; provided, however, that no party may transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, except that the Landfill Operator may transfer and/or assign (whether by operation of law, merger or otherwise) this Agreement, and its rights and obligations under this Agreement, to any Affiliate, subsidiary and/or successor of the Landfill Operator or any successor to the ownership or operation of the Disposal Facility. In addition, in the event that the Customer is involved in any merger, consolidation, reorganization, incorporation or other combination or transaction, whether by operation of law or otherwise, which results in a new third party succeeding to the Customer's rights and obligations under this Agreement, the Landfill Operator shall have the right to terminate this Agreement at any time upon forty five (45) days written notice to the Customer or its successor.

13. Miscellaneous. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all of the parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. Except as contemplated in Section 10 of this Agreement, this Agreement is not intended to confer upon any third parties, other than the parties hereto, any rights or remedies. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. All covenants with respect to any payment obligations of any party hereto and Sections 4.04, 4.06, 4.07, 4.09, 4.10, 5. 6, 7, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive the suspension or termination of this Agreement for any reason. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. In the event of any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from such losing party all of its reasonable costs and expenses incurred in connection with such proceeding, including, without

limitation, court costs and reasonable attorney's fees and expert witness and consultation fees, incurred at either the trial or appellate levels.

14. Confidentiality. The Customer agrees that it shall not, except as required by law or valid legal process or with the written consent of the Landfill Operator, disclose the terms of this Agreement, or any documents or information obtained through or by way of this Agreement, to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, unless required by law or judicial order.

15. Arm's Length Negotiations. Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

16. Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

LANDFILL OPERATOR:

**REPUBLIC SERVICES OF NORTH
CAROLINA, LLC**, a North Carolina limited
liability company,

By: Drew Isenhour
Name: Drew Isenhour
Title: V.P.

ATTESTED:

By: Jill Spriggle
Name: Jill Spriggle
Title: Adm. Asst.

SEAL:

CONTRACT EXECUTION FORM

Recommended by:

Joseph W. Cousins
Environmental Services Director

Date: March 27, 2006

FINANCE DEPARTMENT

City of Greensboro, North Carolina

Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years' budgets.

By: *Susan Wuchal*
Printed Name: SUSAN WUCHAL

Date: 3-27-06

Title: ACCOUNTING MANAGER

Approved as to form:

LEGAL DEPARTMENT

City of Greensboro, North Carolina

By: *M. Blair Coan*
Printed Name: M. Blair Coan

Date: 3/28/06

Title: Asst. City Atty.

CITY MANAGER'S OFFICE

City of Greensboro, North Carolina

By: *Mitchell Johnson*
Printed Name: Mitchell Johnson

Date: 3.28.06

Title: City Manager

Deputy

CITY CLERK

City of Greensboro, North Carolina

By: *Susan E. Crofts*
Printed Name: Susan E. Crofts

Date: 3/29/06

Seal:

EXHIBIT A

Certificate(s) of Insurance

See attached.

JWHARRIE ENVIRONMENTAL
500 LANDFILL ROAD
VT GILEAD, NC 27306
910-576-3697

Ticket: 345233
Date: 8/25/2006
Time In: 15:29:26
Time Out: 15:32:41

Customer: 4100728/CITY OF GREENSBORO
Truck: GREG

Gross: 6140 lb In Scale 1
Tare: 6040 lb Out Scale 2
Net: 100 lb
Net Tons: 0.05

Grid: 5H-2/CELL 11 LINED

Comment:

Origin	Materials & Services	Quantity	Unit	Rate/Unit	Amount
GUILFORD/GUILFORD	100% of 00PT/MSW GUILFORD O/S	0.05	Tons	\$19.76 Min	\$2.00

Total Amount: \$2.00

I certify that I have not disposed
of any liquid or hazardous waste.

Driver: *Greg Rinsman*

Deputy Weighmaster: *CMMA*

Environmental Services Department Contract Control Routing Sheet

Res No

Tracking Number

14659

Rush

Date Needed

8/17/2006

Department

Environmental Services

Account Number

551650909.5429

CBR#

F-0

Amount

\$3,161,600.00

Date Submitted

8/17/2006

Contact Person

Jeryl W. Covington

Phone Number

373-2443

RECEIVED
AUG 17 2006
City Manager's Office

\$0.00

\$0.00

\$0.00

\$0.00

Grand Total

\$3,161,600.00

Vendor Number

10929

Vendor

Republic Services of NC, LLC

Address

PO Box 2943, Hickory, NC 28603

Contract #

2006-1186

C/O

1

Service or Item Description

Municipal Solid Waste Disposal

Comments

Amendment to effective date on contract with Republic to accept waste from City of Greensboro's Transfer Station.

Expense Contract

Revenue Contract

Other Type Contract

Director of Finance

Purchasing Contract Authorization _____

Change Order _____

Lease/Purchase Agreement _____

RECEIVED AUG 17 2006

City Accountant

Purchasing Contract

Construction Contract _____

Architect Contract _____

Lease/Purchase Agreement _____

Professional Service Contract _____

Shuchan 8/17/06

City Attorney

Reviewed By: _____

Date

8/17/06

City Manager

Reviewed By: _____

Date

8-18-06

Mayor

Reviewed By: _____

Date _____

City Clerk Attested: _____

Date

8-21-06

Department Head

Date

August 17, 2006

Tracking Number

14678

Rush

Environmental Services Department Contract Control Routing Sheet

Res No

Date Needed	Department	Account Number	CBR#	Amount
8/17/2006	Environmental Services	551-65-0909.5429		\$0.00
Date Submitted	Contact Person			\$0.00
8/21/2006	Jeryl W. Covington			\$0.00
	Phone Number			\$0.00
	2443			\$0.00
			Grand Total	\$0.00

Vendor Number	Vendor	Address
10929	Republic Services of NC, LLC	PO Box 2943 Hickory NC 28603

Contract #	C/O	Service or Item Description
2006-1186	1	Municipal Solid Waste Disposal

Comments Amendment to effective date on contract with Republic to accept waste form the City of Greensboro's Transfer Station.

Expense Contract

Revenue Contract

Other Type Contract

Director of Finance <input checked="" type="checkbox"/> Purchasing Contract Authorization _____ Change Order _____ Lease/Purchase Agreement _____	City Accountant <input checked="" type="checkbox"/> Purchasing Contract _____ Construction Contract _____ Architect Contract _____ Lease/Purchase Agreement _____ Professional Service Contract _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

City Attorney
 Reviewed By: _____ Date _____

City Manager
 Reviewed By: _____ Date _____

Mayor
 Reviewed By: _____ Date _____

City Clerk Attested: _____ Date _____

Department Head _____ Date _____



CITY OF GREENSBORO

NORTH CAROLINA

P.O. BOX 3136
GREENSBORO, NC 27402-3136

Date: August 17, 2006

To: Mitchell Johnson
City Manager

From:  Weryl W. Covington
Director, Environmental Services

Reference: Contract Effective Date Amendment - Republic Services of NC, LLC

Background

The Environmental Services Department contracted with Republic Services of NC, LLC to provide solid waste disposal services at the Uwharrie landfill. Per the disposal agreement entered into on March 24, 2006, Section 1(e) defines the effective date as "thirty (30) days from the Customer's receipt of all necessary permits to operate the Transfer Station but no later than September 1, 2006. If this matter does not become on or before September 1, 2006 this agreement shall be null and void unless a later date is mutually agreed upon by the parties."

Requested Action

To date, the City of Greensboro is not in receipt of an approved operating permit for the transfer station. Hence receipt of permit approval, the City will initiate training and subsequently begin transfer activities. Due to construction delays, the facility's regulatory review had to be rescheduled from the week of August 6, 2006 to August 21, 2006 since construction had not been completed. The substantial completion date had previously been extended to July 31, 2006. The contractor has since indicated that substantial completion will occur on August 15, 2006. A notification of liquidated damages (\$1,500.00 per day) has been issued to Laughlin-Sutton Construction Company.

Due to this delay, Republic Services of NC has agreed to an extension of the contract's effective date thus securing the contracted price. The Environmental Services Department requests approval of this first amendment extending the contract's effective date to October 1, 2006.

Budget and Financial Information

No adjustment in the funding of the contract is required with authorization of this amendment.

attachments: Notification to Laughlin-Sutton
Contract amendment



ONE COMPANY | Many Solutions SM

August 7, 2006

Mr. Steve Ambrose
Laughlin-Sutton Construction Company
5855 Rudd Station Road
Browns Summit, NC 27415

Re: Greensboro Transfer Station
Substantial Completion
HDR Project No. 06770-2707-018
City Project #2005-040

Dear Mr. Ambrose:

This letter is provided regarding contract times for the project. As you are aware, through recent discussions with the City and HDR, the contractual date for Substantial Completion for the Greensboro Transfer Station was extended to July 31, 2006. This extension is formalized as part of Change Order No. 6 which is being processed at this time. Since the project is not substantially complete as of this writing, this letter is provided as notice that the City reserves the right to retain liquidated damages in the amount of \$1,500 per day from August 1 until Substantial Completion is achieved. Should there be any changes to the contract date in the future, the potential damages would adjust accordingly.

Should you have any questions regarding this information, please contact me.

Sincerely,

HDR Engineering, Inc. of the Carolinas

Joseph C. Readling, PE
Project Manager

JCR/apb

cc: Reggie Lee, EI, City of Greensboro
Greg Dingman, City of Greensboro
Philip Westmoreland, PE, HDR
Al Ray, PE, HDR

HDR Engineering, Inc. of the Carolinas

128 S. Tryon Street
Suite 1400
Charlotte, NC 28202-5004

Phone: (704) 338-6700
Fax: (704) 338-6760
www.hdrinc.com

FIRST AMENDMENT TO DISPOSAL AGREEMENT

THIS AMENDMENT is entered into this 21 day of August, 2006, by and between the **CITY OF GREENSBORO**, a political sub-division of the State of North Carolina (the "Customer"), and **REPUBLIC SERVICES OF NORTH CAROLINA, LLC**, a limited liability company authorized to conduct business in the State of North Carolina (the "Landfill Operator").

WHEREAS, the Customer and the Landfill Operator entered into a Disposal Agreement dated March 24, 2006; and

WHEREAS, the parties have mutually agreed to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby enter into this First Amendment to the Disposal Agreement and agree as follows:

The "Effective Date" as defined in Section 1(e) shall be no later than October 1, 2006, instead of September 1, 2006.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

LANDFILL OPERATOR:

REPUBLIC SERVICES OF NORTH CAROLINA, LLC, a North Carolina limited liability company

By: Drew Isenhour
Name: Drew Isenhour
Title: V.P.

ATTESTED:

By: William Schum
Name: William Schum
Title: Asst. Secretary

SEAL:

Recommended by:

Jerry W. Coulter
Environmental Services Director

Date: August 17, 2006

FINANCE DEPARTMENT
City of Greensboro, North Carolina

By: Susan Wuchae
Printed
Name: SUSAN WUCHAE

Title: Deputy Finance Officer
Date: 8/17/06
Title: 8/17/06

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:
LEGAL DEPARTMENT
City of Greensboro, North Carolina

By: H. Blair Casa
Printed
Name: H. Blair Casa

Date: 8/17/06
Title: Asst. City Atty.

CITY MANAGER'S OFFICE
City of Greensboro, North Carolina

By: Mitchell Johnson
Printed
Name: _____

Date: 8-18-06
Title: _____

CITY CLERK
City of Greensboro, North Carolina

By: Juanita J. Cooper
Printed
Name: _____

Date: 8-21-06
Seal: _____



Contract Routing Control Sheet

Field Operations

Contact: Dale Wyrick Phone: 3732783

Change Order

Tracking#: 2910 Date Submitted: 7/1/2011 Date Needed:

Contract#: 2006-1186 Date Started: 9/1/2011 Est End Date: 12/31/2011

Coliseum#: Change Order#:2 Lease#: Bid#:

Requisition#: 41250 NCDOT#: Resolution#: Email For Pickup: Rush:

Description: Extension of disposal agreement.

Comments: Please send via interoffice mail to Tonya Williams' attention. 373-2517
Will be set up under 2011-5223

Vendor:	Republic Services Inc	Account #	CBR	Amount
Vendor#:	10929	551-6509-09.5429		\$ 841,702
Location:	HICK		Total:	
	PO Box 2943			
	Hickory, NC 28603			

Signatures

<input checked="" type="checkbox"/> Dept Director	Reviewed By: <u>Dale Wyrick</u>	Date: <u>9-21-11</u>
<input checked="" type="checkbox"/> Finance	Reviewed By: _____	Date: <u>SEP 22 PM 3:20</u>
<input checked="" type="checkbox"/> Accounting	Reviewed By: <u>ABW</u>	Date: <u>9-22-11</u>
<input checked="" type="checkbox"/> Attorney	Reviewed By: <u>John [Signature]</u>	Date: <u>9/22/11</u>
<input checked="" type="checkbox"/> City Manager	Reviewed By: <u>[Signature]</u>	Date: <u>9/23/11</u>
<input type="checkbox"/> Mayor	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> City Clerk	Attested By: <u>[Signature]</u>	Date: <u>9/23/11</u>
<input type="checkbox"/> Purchasing	Reviewed By: _____	Date: _____

RECEIVED

SEP 22 2011

City Manager's Office

RECEIVED

SEP 23 2011

City Clerk's Office

SECOND AMENDMENT TO DISPOSAL AGREEMENT

This Second Amendment to Disposal Agreement (the "Second Amendment") is entered into on September _____, 2011 between the City of Greensboro and Republic Services of North Carolina, LLC to amend that certain Disposal Agreement between the parties dated as of the 24th day of March, 2006, which was amended by that certain First Amendment to Disposal Agreement on the 21st day of August, 2006 (collectively, the "Agreement").

The parties agree that the term of the Agreement is extended through December 31, 2011.

The parties agree that this Second Amendment is supplemental to the Agreement, which is made a part by reference, and all terms, conditions, and provisions of the Agreement, unless specifically modified, remain in full force and effect.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Second Amendment and any of the provisions of the Agreement, the provisions of this Second Amendment shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment in triplicate originals with the appropriate corporate seal affixed hereto as of the date first written above.

EACH PARTY TO THIS SECOND AMENDMENT HAS A SEPARATE SIGNATURE PAGE

ATTEST:

REPUBLIC SERVICES OF NORTH
CAROLINA, LLC

By: Mark R. Goh
Secretary/Assistant Secretary

By: [Signature]
President/Vice-President

Approved as to form:
[Signature]
City Attorney

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**City of Greensboro
Contract Signature Authorization Sheet
Field Operations**

Vendor: Republic Services Inc

Tracking number: 2,910

Contract Number: 2006-1186

Change Order Number: 2

Service, Item or Project Description:

Extension of disposal agreement.

Signatures

Date: 9-21-11
Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: 9-22-11
Deputy Financial Officer

Date: 9/22/11
City Attorney: Approved as to form

Date: 9/23/11
Assistant City Manager: Authorized

_____ Date: _____
Mayor: Executed

Date: 9/23/11
City Clerk: Attested

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE DISPOSAL AGREEMENT WITH
REPUBLIC SERVICES OF NORTH CAROLINA, LLC

WHEREAS, the disposal agreement with Republic Services has been in place since October 1, 2006 and is due to expire September 30, 2011;

WHEREAS, currently, municipal solid waste (MSW) is taken to the City's transfer station located at 6310 Burnt Poplar Road;

WHEREAS, under separate agreement with Hilco Transport, that waste is transported to the Uwharrie Environmental landfill, located in Mount Gilead, North Carolina;

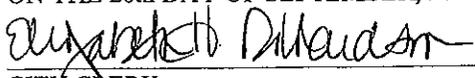
WHEREAS, there are no other modifications to the in-place disposal agreement and City Council is being requested to approve the second amendment to the disposal agreement, said amendment presented herewith this day;

WHEREAS, the disposal costs to the City by this extension will be approximately \$841,702 and were budgeted for Fiscal Year 2011-12.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the second amendment to the disposal agreement with Republic Services of North Carolina, LLC presented herewith this day is hereby approved, and the Mayor and/or City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Greensboro proper documentation to carry the extension forward, payment to be made from Account No. 551-6509-09.5429.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF GREENSBORO
ON THE 20th DAY OF SEPTEMBER, 2011.


CITY CLERK

APPROVED AS TO FORM


INTERIM CITY ATTORNEY

A11-01771



Contract Routing Control Sheet

Field Operations

Contact: Dale Wyrick Phone: 373-2783

Change Order

Tracking#: 3543 Date Submitted: 12/14/2011 Date Needed:
Date Started: 12/31/2011 Est End Date: 6/30/2012
Contract#: 2006-1186 Change Order#: 3 Lease#: Bid#:
Coliseum#: NCDOT#: Resolution#:
Requisition#: 42153 Email For Pickup: Rush:

Description: Extension of disposal agreement from December 31, 2011 through June 30, 2012.

Comments: Please send to Tonya Williams' attention via interoffice mail when ready for pick up.
See contract 5223 2011-5223

Vendor:	Account #	CBR	Amount
Republic Services Inc	551-6509-09.5429		\$3,500,000.00
Vendor#: 10929			
Location: HICK		Total:	\$3,500,000.00
PO Box 2943			1,691,727 <i>dlw</i>
Hickory, NC 28603			

Signatures

- Dept Director Reviewed By: *Dale Wyrick* Date: 12-16-2011
- Finance Reviewed By: _____ Date: _____
- Accounting Reviewed By: *CBW* Date: 12-21-11
- Attorney Reviewed By: *P. H. Kiel* Date: 12-23-11
- City Manager Reviewed By: *A/le* Date: 12-28-11
- Mayor Reviewed By: _____ Date: _____
- City Clerk Attested By: *Elyabeth H. Dickinson* Date: 12-28-11
- Purchasing Reviewed By: _____ Date: _____

RECEIVED DEC 20 2011

RECEIVED

DEC 28 2011

City Manager's Office

RECEIVED

DEC 28 2011

City Clerk's Office

THIRD AMENDMENT TO DISPOSAL AGREEMENT

This Third Amendment to Disposal Agreement (the 'Third Amendment') is entered into on December __, 2011 between the City of Greensboro and Republic Services of North Carolina, LLC to amend that certain Disposal Agreement between the parties dated as of the 24th day of March, 2006 which was amended by that certain First Amendment to Disposal Agreement on the 21st day of August, 2006 and amended by that certain Second Amendment to Disposal Agreement on the 23rd day of September, 2011.

The parties agree that the term of the Agreement is extended through June 30, 2012.

The parties agree that this is the Third Amendment is supplemental to the Agreement, which is made a part by reference, and all terms, conditions, and provisions of the Agreement, unless specifically modified, remain in full force and effect.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Third Amendment and any of the provisions of the Agreement, the provisions of this Third Amendment shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Agreement in triplicate originals with the appropriate corporate seal affixed hereto as of the date first written above.

EACH PARTY TO THIS AGREEMENT HAS A SEPARATE SIGNATURE PAGE

ATTEST:

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: Mark R. Gabe
Secretary/Assistant Secretary

By: Drew Isenhardt
President/Vice-President

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**City of Greensboro
Contract Signature Authorization Sheet
Field Operations**

Vendor: Republic Services Inc

Tracking number: 3,543

Contract Number: 2006-1186

Change Order Number: 3

Service, Item or Project Description:

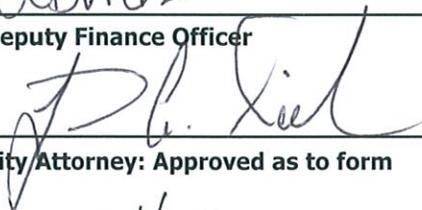
Extension of disposal agreement through June 30, 2012.

Signatures

 Date: 12-16-2011
Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 Date: 12-21-11
Deputy Finance Officer

 Date: 12-23-11
 Assist. **City Attorney: Approved as to form**

 Date: 29-DEC-2011
Assistant City Manager: Authorized

_____ Date: _____
Mayor: Executed

 Date: 12-29-11
City Clerk: Attested

272-11

RESOLUTION APPROVING EXTENSION TO THE DISPOSAL AGREEMENT WITH REPUBLIC SERVICES OF NORTH CAROLINA, LLC

WHEREAS, the disposal agreement with Republic Services has been in place since October 1, 2006 and is due to expire December 31, 2011;

WHEREAS, currently, municipal solid waste (MSW) is taken to the City's transfer station located at 6310 Burnt Poplar Road;

WHEREAS, under separate agreement with Hilco Transport, that waste is transported to the Uwharrie Environmental landfill, located in Mount Gillead, North Carolina;

WHEREAS, there are no other modifications to the in-place disposal agreement and City Council is being requested to approve the third amendment to the disposal agreement through June 30, 2012, said amendment presented herewith this day;

WHEREAS, the disposal costs to the City by this extension will be approximately \$1,691,727.34 and were budgeted for Fiscal Year 2011-12.

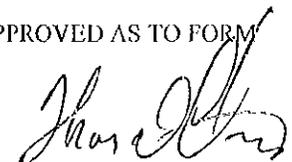
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the third amendment to the disposal agreement with Republic Services of North Carolina, LLC through June 30, 2012 presented herewith this day is hereby approved, and the Mayor and/or City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Greensboro proper documentation to carry the extension forward, payment to be made from Account No. 551-6509-09.5429.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF GREENSBORO
ON THE 15th DAY OF NOVEMBER, 2011.


CITY CLERK

APPROVED AS TO FORM


ASSOCIATE CITY ATTORNEY