



Permit No.	Date	Document ID No.
95-03T	March 30, 2009	7127

March 10, 2008

Department of Environment and Natural Resources
Division of Waste Management
Solid Waste Section
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605

Attention: Mr. Ed Mussler, PE
Permitting Branch Supervisor

Re: Permit Modifications for: Randolph County Transfer Station #76-03T; Alleghany County Transfer Station #03-03T; Watauga County Transfer Station #95-03T

Dear Mr. Mussler,

Republic Services of North Carolina, LLC (Republic) is submitting this letter with attachments, as our request to modify the above referenced transfer station permits. This request is for a change in wording for each permits' site specific disposal facility to any Republic Services, Inc. owned disposal facility.

Supporting documents have been attached including letters of approval from Randolph County and Alleghany County as well as pertinent parts of the newly signed contract agreement between Watauga County and Republic.

It's my understanding, that the Solid Waste Section will send us an invoice for the permit modification fees, anticipated to be \$500 for each permit. We will be issued an approval letter documenting these changes, with actual permit modifications to occur during each of the regular permit renewal events.

We will make a similar request for other facilities as we receive each County/City approval. If you have any questions, please contact me at 828-695-2055 or 828-320-7802.

Sincerely,
REPUBLIC SERVICES OF NC, LLC

Mr. Raymond J. Hoffman, P.E.
Area Engineer

Attachments

C: Drew Isenhour

TRANSPORTATION AND DISPOSAL AGREEMENT

THIS TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of this 18th day of November, 2008 by and between the County of Watauga, a political subdivision, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "County"), and Republic Services of North Carolina, LLC, a North Carolina limited liability company, (hereinafter referred to as "Republic").

RECITALS

WHEREAS, the County owns the Transfer Station (as defined below);

WHEREAS, the County has a need for certain waste delivered to the Transfer Station to be transported and disposed of in a disposal facility;

WHEREAS, the County issued a Request for Proposals for Hauling and Disposal Services for Solid Waste with responses due September 5, 2008;

WHEREAS, Republic is a provider of solid waste transportation and disposal services and operates a disposal facility, and Republic responded to the County's Request for Proposals;

WHEREAS, the County, after evaluating responses to its Request for Proposals, selected Republic to transport and dispose of certain waste delivered to the Transfer Station upon the terms and conditions set forth below.

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 Transportation and Disposal Agreement between Republic and the County, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.

(c) "County Area" means the geographic jurisdiction of the County and each municipality within the County.

(d) "Disposal Facility" means the disposal facility known as the Foothills Environmental landfill, located at 2800 Cheraw Road, Lenoir, North Carolina, and operated by Republic, or its Affiliate, as of the Effective Date hereof or any other disposal facility designated by Republic.

(e) "Effective Date" means April 9, 2009.

(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, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

(g) "Fees and Taxes" means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the acceptance, transportation, or disposal of Waste which are imposed on the Disposal Facility or Republic by law, ordinance, rule, regulation and/or agreement with a governmental authority at any time during the term of this Agreement, whether imposed retroactively or prospectively as such may be increased from time to time.

(h) "Force Majeure" means any event relied upon by Republic as justification for delay in or excuse from complying with any obligation required of Republic 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, transportation and/or disposal of Waste; (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, transport and/or dispose of Waste; (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, material and 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 which delays or prevents any aspect of the acceptance, transport and/or disposal of Waste; or (vi) the failure of Republic to obtain an expansion of the Disposal Facility for the acceptance and disposal of waste.

(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 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.

(j) "Hazardous Waste" means any waste regulated under or pursuant to any Environmental Laws. The term "Hazardous Waste" also includes any waste 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.

(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 Republic's Special Waste procedures prior to acceptance.

(m) "Ton" means 2,000 pounds.

(n) "Transfer Station" means the transfer station owned by the County and located at 336 Landfill Road, Boone, North Carolina.

(o) "Unacceptable Waste" means any and all solid waste which the Disposal Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, yard waste, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by local, state, or federal law, or in the reasonable discretion of Republic, to be dangerous or threatening to human health or the environment, to the transport of Waste, or to the operations conducted at the Disposal Facility.

(p) "Waste" means any and all non-hazardous solid waste, including construction and demolition materials but excluding Unacceptable Waste, transported from the Transfer Station and delivered to the Disposal Facility by Republic on behalf of the County which Republic is authorized to transport and which the Disposal Facility is authorized to accept pursuant to its permits and licenses in existence at such time.

2. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue through March 31, 2014, and this Agreement shall automatically renew for one additional five (5) year renewal period unless either party provides written notice of nonrenewal to the other party no later than one hundred twenty (120) days prior to the end of the initial term. All references herein to the "Term" of this Agreement include the renewal period.

breaching party under this Agreement; and/or (ii) suspended services provided pursuant to this agreement or terminate this Agreement.

(c) Notwithstanding any other provision in this Section in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 120 days prior written notice of termination to the defaulting party, provided, however, that (i) only 60 days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement, and (ii) termination is effective upon the County's receipt of notice where the default is the repeated or one-time intentional loading or delivery of Unacceptable Waste, as provided in Section 4.08. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured within 90 days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect. Provided, however, that there shall be no cure for repeated violations of the same or similar nature which have been the subject of default and cure in the past.

(d) Subject to the terms and conditions of Section 11 hereof, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.

12. County Cooperation In Maintaining Waste Disposal. The County shall fully and actively support the transport of Waste from the Transfer Station and disposal of Waste at the Disposal Facility, cooperate fully with Republic in order to assist Republic in maintaining approvals and permits for such transport and disposal that are contemplated by this Agreement (including, without limitation, cooperation related to permits and Facility Plan amendments), and shall supply to Republic in a timely manner such information as Republic may reasonably request which is necessary or useful to Republic in fulfilling such obligations and which the County has in its possession or control.

13. Independent Contractor; No Agency. Republic will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of Republic nor empowered or authorized to obligate Republic in any way.

14. Assignment. Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld, provided, however, for purposes of this section, neither the transfer or assignment of this Agreement to corporate affiliates of Republic, nor the change of control of Republic, will be deemed an assignment, transfer or delegation.

15. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable in any respect, such invalidity, illegality, unconstitutionality or unenforceability shall not affect

IN WITNESS WHEREOF, the County and Republic have caused their respective duly authorized officers or representatives to execute this Agreement, as of the day and year first above written.

ATTEST:

WATAUGA COUNTY, NORTH CAROLINA

By: *Anita J. Flege*
Clerk to the Board

By: *James W. Deal*
Chairman

[Seal]

APPROVED AS TO FORM:

By: *Judith S. Aris*
County Attorney

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

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

12/4/08 *Wendy Apoc*
Date Finance Director

By: *Wendy Apoc*
County Finance Officer

ATTEST:

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: *Walter Khan*

By: *Drew Isenhour*
Name: Drew Isenhour
Title: Area President