

CN 17-00015



Contract Routing Control Sheet

Field Operations

Contact: Dale Wyrick Phone: 373-2783

Expense Contract

Tracking#: 12082 Date Submitted: 11/29/2016 Date Needed: 12/31/2016
 Contract#: 2016-10480 Date Started: 1/1/2017 Est End Date: 12/31/2019
 Coliseum#: Change Order#: Lease#: Bid#:
 Requisition#: 62258 NCDOT#: Resolution#: 297-16
 Email For Pickup: ☐
 Description: Municipal solid waste disposal services for the City of Greensboro
 Comments: Please return contracts to Dale Wyrick via interoffice mail.

Rush: ☒

Vendor:	Waste Management	Account #	CBR	Amount
Vendor#:	2434	551-4306-07.5429		\$4,000,000.00
Location:		Total:		\$4,000,000.00
	PO Box 105453			
	Atlanta, GA 30348-5453			

Signatures

<input checked="" type="checkbox"/> Dept Director	Reviewed By: <u>[Signature]</u>	Date: <u>12/20/16</u>
<input checked="" type="checkbox"/> Finance	Reviewed By: <u>[Signature]</u>	Date: <u>1-5-17</u>
<input checked="" type="checkbox"/> Accounting	Reviewed By: <u>[Signature]</u>	Date: <u>1-6-17</u>
<input checked="" type="checkbox"/> Attorney	Reviewed By: <u>[Signature]</u>	Date: <u>1-9-17</u>
<input checked="" type="checkbox"/> City Manager	Reviewed By: <u>[Signature]</u>	Date: <u>1-10-17</u>
<input checked="" type="checkbox"/> Mayor	Reviewed By: <u>Not Req'd</u>	Date: <u></u>
<input checked="" type="checkbox"/> Deputy City Clerk	Attested By: <u>Angela Reed</u>	Date: <u>1-10-17</u>
<input type="checkbox"/> Purchasing	Reviewed By: <u></u>	Date: <u></u>
<input type="checkbox"/> CCD	Reviewed By: <u></u>	Date: <u></u>

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City Manager's Office



City of Greensboro

North Carolina

Field Operations Department

DATE: December 20, 2016

TO: Dale Wyrick, Director of Field Operations

FROM: Robin Spencer, Administrative Support Specialist

SUBJECT: Contract 2016-10480 - Waste Management of the Carolinas Solid Waste Disposal Agreement

Background:

Contract 2016-10480 is an Agreement with Waste Management of the Carolinas to provide disposal of municipal solid waste services for the City of Greensboro. This agreement has an initial term of 3 years with the option of 2 additional one-year extensions. Resolution 297-16 authorizing the execution of this contract is attached for your reference.

Requested Action:

City review and approval of the attached agreement

Financial Impacts:

Costs associated with this change order have been calculated at \$4,000,000. Invoices associated with this contract will be charged to account number 551-4306-07.5429.

Attachments:

Contract 2016-10480

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT 2016-10480 WITH
WASTE MANAGEMENT OF CAROLINAS, INC. FOR MUNICIPAL SOLID WASTE
DISPOSAL SERVICES

WHEREAS, a request for proposals was issued on June 6, 2016, and proposals received to provide municipal solid waste disposal services;

WHEREAS, Waste Management of Carolinas, Inc. was one of three firms that submitted a proposal and was selected to provide the municipal solid waste disposal services that provide the best value for the City, in the estimated annual amount of \$4,000,000;

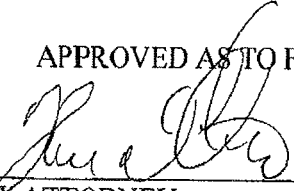
WHEREAS, Contract 2016-10480 will have an initial term of 3 years with the option of 2 additional one-year extensions.

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

That the proposal submitted by Waste Management of Carolinas, Inc. is hereby accepted, and the City is authorized to enter into a contract with Waste Management of Carolinas, Inc. for municipal solid waste disposal services consistent with the draft agreement provided in the request for proposals. The Mayor and/or City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Greensboro a proper contract to carry the proposal into effect, estimated annual payment to be \$4,000,000 over the term of the contract in which funding is subject to future City Council appropriations.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 6TH DAY
OF SEPTEMBER, 2016.


CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

12082

MUNICIPAL SOLID WASTE
DISPOSAL SERVICES AGREEMENT

ORIGINAL

Between

THE CITY OF GREENSBORO, NORTH CAROLINA

and

WASTE MANAGEMENT OF CAROLINAS, INC.

Dated November 28, 2016

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AGREEMENT

THIS MUNICIPAL SOLID WASTE DISPOSAL SERVICES AGREEMENT is made and dated as of November 28, 2016 between the City of Greensboro, a political subdivision of the State of North Carolina (the “City”), and WASTE MANAGEMENT OF CAROLINAS, INC. (the “Company”).

RECITALS

The City has determined that it is not in the interest of the residents of the City to dispose of solid waste onsite and that the transfer of such waste received at the Transfer Station into transfer trailers for offsite disposal would best secure the City’s interests.

The City has issued a request for proposals dated June 6, 2016 (the “RFP”) for disposal of solid waste received at the Transfer Station.

The Company provided the most advantageous proposal to provide waste disposal services to the City in response to the RFP and was awarded the contract by the City on September 6, 2016.

The execution and delivery of this Agreement by the City has been duly authorized by all necessary corporate action.

It is, therefore, agreed as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Waste” means Municipal Solid Waste and any other solid waste that the Specified Landfill is permitted to accept as of the Contract Date, and any other wastes that the system is permitted to accept in the future upon mutual consent of the parties; provided, however, Acceptable Waste shall not include Special Waste as defined herein.

“Agreement” means this Municipal Solid Waste Disposal Service Agreement between the City and the Company, dated November 28, 2016, as the same may be amended or modified from time to time in accordance herewith.

“Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time to the disposal of Acceptable Waste or the ownership, possession, operation or maintenance of the Specified Landfill, or any other transaction or matter contemplated hereby.

“Bankruptcy Code” means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended from time to time and any successor statute thereto. “Bankruptcy Code” shall also include any similar state law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

“Billing Period” means each calendar month during the Term of this Agreement, except that (1) the first Billing Period shall begin on the Commencement Date, and (2) the last Billing Period shall end on the last day of the Term of this Agreement.

“Billing Statement” has the meaning set forth in Section 6.2 hereof.

“City” means the City of Greensboro, North Carolina.

“Commencement Date” means the date when Company begins performance of the Contract Services, and is intended to be January 1, 2017. The Commencement Date is subject to adjustment at the sole discretion of the City.

“Company” means WASTE MANAGEMENT OF CAROLINAS, INC., the legal entity with which the City has entered into this Agreement, and its permitted successors and assigns.

“Contract Date” means the date of delivery of this Agreement as executed by the parties hereto.

“Contract Services” means the environmentally sound disposal of all Acceptable Waste received at the Transfer Station and hauled to the Specified Landfill and all related services as described in this Agreement.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) good industry practice; (4) applicable operation and maintenance manuals; (5) applicable equipment manufacturers’ specifications; (6) applicable insurance requirements; and (7) any other standard, term, condition or requirement specifically provided in the Agreement to be observed by the Company.

“DEQ” means the North Carolina Department of Environmental Quality, formerly known as the North Carolina Department of Environment and Natural Resources, “DENR”.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means, with respect to the Company, those items specified in Section 7.2, and with respect to the City, those items specified in Section 7.3.

“Guaranty Agreement” means the Guaranty from the Company to the City in the form set forth in Appendix D.

“Governmental Approval” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under

Applicable Law to be obtained or maintained by any person with respect to the Specified Landfill or the performance of any obligation under this Agreement or the matters covered hereby.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

“Hazardous Waste” means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, “hazardous substance” as defined under CERCLA and “hazardous waste” as defined under RCRA or Applicable Law; provided, however, that household hazardous waste shall not constitute Hazardous Waste as long as such wastes are exempt from Hazardous Waste regulation under Applicable Law. Hazardous Waste shall include radioactive materials.

“Loss and Expense” shall have the meaning set forth in Section 9.3 hereof.

“Municipal Solid Waste” or “MSW” means any solid waste (as defined by Applicable Law as the same may be amended from time to time) resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include Hazardous Waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

“Overdue Rate” means the maximum rate of interest permitted by the laws of the State, if applicable, or the Prime Rate, whichever is lower.

“Prime Rate” means the prime rate as published in The Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal (Eastern Edition) or the method of computation is substantially modified.

“Renewal Term” has the meaning specified in Section 8.2.

“Required Insurance” has the meaning specified in Appendix A hereto.

“Service Fee” means the fee payable by the City to the Company for the performance of the Contract Services as set forth in Section 6.1 hereof.

“Solid Waste Disposal Tax” means the tax imposed on the disposal of municipal solid waste and construction and demolition debris at landfills in the State pursuant to NCGS§105-187.60 et seq.

“Special Waste” means Solid Waste that requires special handling and management, including White Goods, used motor oil, lead-acid batteries and regulated medical wastes. Also, polychlorinated biphenyl (PCB) wastes; asbestos containing material; sludges; spill-cleanup wastes; and underground storage tank (UST) soils.

“Specified Landfill” means the Subtitle D Sanitary Landfill at which the Company shall dispose of Acceptable Waste transferred and transported from the Transfer Station.

“Staffing Plan” means the staffing plan contained in the Company’s proposal.

“State” means the State of North Carolina.

“Subcontractor” means any person (other than employees of the Company) employed or engaged by the Company or any person directly in privity with the Company, and includes every sub-subcontractor of whatever tier, for any direct portion of the Contract Services (i.e., the disposal of Solid Waste at the Landfill).

“Term” has the meaning set forth in Section 8.1.

“Ton” means a “short ton” of 2,000 pounds.

“Transfer Station” means the City’s facility located at 6310 Burnt Poplar Road identified in DEQ (formerly DENR) Permit No. 41-20-T.

“Transition Period” means the time period after the Contract Date and prior to the Commencement Date.

“Unacceptable Waste” means solid waste that does not constitute Acceptable Waste, including Hazardous Waste.

“Uncontrollable Circumstances” means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:

(a) an act of God, lightning, earthquake, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air, epidemics, droughts, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the City); but not including reasonably anticipated weather conditions for the City’s geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body which, in each case, materially adversely affects the ability of a party to perform its obligations under this Agreement; provided however, that such order, judgment, action or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agent or employees) and that neither the contesting of any such order, judgment, action or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action or determination based upon an opinion of competent counsel stating that

actions taken to contest such order, judgment, action or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge; and

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent authorization or approval which is necessary for the performance of a party's obligation hereunder (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided however, that such suspension, termination, interruption, denial or failure of renewal or issuance or the delay in processing applications, as described above, shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any such determination not to contest such order, judgment, action or determination is based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action or determination would more likely than not result in an unsuccessful challenge.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable law of the State of North Carolina.

(H) Integration. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the parties with respect to such transaction.

(I) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interrupt the provisions of this Agreement.

(J) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the

liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching or defaulting party, regardless of legal theory.

ARTICLE II

SECTION 2.1. TRANSITION PERIOD GENERALLY. The time period between the Contract Date and the Commencement Date is the "Transition Period". During the Transition Period, each party will seek to satisfy the conditions necessary to implement the provisions of the Agreement.

SECTION 2.2. COMPANY TRANSITION PERIOD RESPONSIBILITIES. The Company shall provide a comprehensive, detailed plan of how all of the Contract Services shall be transition from the City's previous Contractor to the Company. The plan shall document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful Waste Disposal Program.

During the Transition Period, the Company shall demonstrate to the City that it will be capable of meeting its General Obligations and Transportation Obligations under this Agreement at the start of the Commencement Date. The Company's Transition Plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of the Contract Services on the Commencement Date. The specific General and Transportation Obligations the Company shall be required to meet prior to the occurrence of the Commencement Date shall include, but not be limited to the following:

- (a) hiring qualified staff in accordance with the Company's proposed staffing plan;
- (b) implementing, carrying-out and completing the Transition Plan for the orderly transfer of operational responsibility for the Contract Services from the City or City's current service provider to the Company;
- (c) obtaining and delivering evidence of the Required Insurance;
- (d) obtaining and delivering the required Performance and/or Payment Bonds to secure the Company's performance of its obligations under the Agreement;
- (e) developing and submitting a Safety and Security Plan to the City;
- (f) reviewing the current operation and maintenance procedures contained in the existing Transfer Station Operations Plan and propose any modifications to such plan to the City;

- (g) obtaining and putting into service all equipment/rolling stock necessary to perform the Contract Services;
- (h) supplying key Company personnel contact information to the City.

SECTION 2.3. COMPANY TRANSITION PERIOD COSTS. The Company will pay for all of its Transition Period responsibilities, without reimbursement from the City.

SECTION 2.4. CITY TRANSITION PERIOD RESPONSIBILITIES. The City shall satisfy the following City Obligations during the Transition Period, each of which shall be a condition precedent to the occurrence of the Commencement Date:

- (a) Transfer operating responsibility for the Contract Services to the Company, and provide for an orderly transfer of responsibility to the Company in accordance with the transition plan discussed in Chapter 5 of the proposal entitled "Project Approach";

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.1. REPRESENTATION AND WARRANTIES OF THE CITY.

The City represents and warrants that:

(A) Existence and Powers. The City is a body politic and corporate of the State validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The City has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the City and, subject to any regulatory approvals required after the execution of this Agreement in accordance with Applicable Law, constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the City of this Agreement nor the performance by the City of its obligations hereunder nor the consummation by the City of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the City, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the City's best knowledge, threatened against the City which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the City in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the City of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The City has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the City of this Agreement and the transactions contemplated hereby.

(F) Transportation of Acceptable Waste. The City and its transportation Subcontractor shall be responsible for transporting Acceptable Waste to the Specified Landfill in leak resistant trailers and for properly tarping the trailers to prevent littering in the course of transporting Acceptable Waste to the Specified Landfill.

SECTION 3.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants that:

(A) Existence and Powers. The Company is duly organized and validly existing as a company under the laws of the state of North Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Company has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Company and, subject to any regulatory approvals which may be required after the execution of this Agreement in accordance with Applicable Law, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Company of this Agreement nor the performance by the Company of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Company, (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of formation of the Company) or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument or (3) will result in the creation or imposition of any lien, lease, mortgage, security interest, charge,

judgment, judicial award or encumbrance of any nature whatsoever upon any of the properties or assets of the Company.

(D) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Company's best knowledge, threatened against the Company which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Company of its obligations hereunder or by the Company under any such other agreement or instrument.

(E) No Legal Prohibition. The Company has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Company of this Agreement and the transactions contemplated hereby.

(F) License and Regulations. The Company holds all licenses, registrations, permits and approvals required to perform the Contract Services.

ARTICLE IV

COMPANY OBLIGATIONS GENERALLY

SECTION 4.1. OPERATION GENERALLY. Beginning on the Commencement Date the Company will perform the Contract Services in accordance with the Contract Standards, including Applicable Law, all applicable permits, Good Industry Practice, the Specified Landfill Operations Plan, the performance guarantees contained herein and other requirements of this Agreement.

SECTION 4.2. COMPANY PERMITTING RESPONSIBILITIES. The Company, at its own cost and expense, shall provide the City all data, reports, test results and other information and support that may be necessary to maintain necessary permits and approvals.

SECTION 4.3. OPERATING GOVERNMENTAL APPROVALS.

(A) Applications and Submittals. The Company shall make all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required to be made, obtained, or maintained by or in the name of the Company under Applicable Law in order to operate and maintain the Specified Landfill.

(B) Non-Compliance and Enforcement. The Company shall report immediately to the City any inspections by any governmental agencies and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Specified Landfill. The City shall have the right independently to enforce compliance with the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. The failure of the Company to comply with any Governmental Approval shall constitute a breach of this Agreement as well as an event of noncompliance with the Governmental Approval.

(C) Reports to Governmental Bodies. Except as otherwise set forth herein, the Company shall prepare all periodic and annual reports, all information submittals and all notices to all Governmental Bodies required by all Governmental Approvals for submission by the City and under Applicable Law with respect to the Specified Landfill.

(D) Potential Regulatory Change. The Company shall keep the City regularly apprised as to potential changes in regulatory requirements affecting the Specified Landfill, and provide recommended responses to such potential changes so as to mitigate any possible adverse economic impact on the City should a change in law actually occur. The Company shall participate in performance evaluation surveys conducted by the DEQ and EPA.

SECTION 4.4 PROVISION OF CONTRACT SERVICES.

(A) Generally. Upon the occurrence of the Commencement Date and thereafter during the Term of this Agreement, the Company shall provide or cause the provision of the service of disposing of at the Specified Landfill all Acceptable Waste that is delivered to the Specified Landfill (the "Contract Services") in accordance with the Contract Standards. In the event the Company fails to provide the Contract Services commencing on the Commencement Date except due to Uncontrollable Circumstances, the Company shall pay the City \$5,000 per day as liquidated damages.

(B) Cost of Contract Services. The Company, at its sole cost and expense, shall provide all equipment, materials, labor, personnel, vehicles, trailers, required insurance, bonds, tolls, fuel, repairs, maintenance, disposal capacity and all other items necessary to perform the Contract Services in accordance with Applicable Law and the provisions hereof.

(C) Emergency Plan. Within 30 days after the Contract Date, the Company shall provide the City with a written emergency plan ("Emergency Plan") describing the Company's back up plan in the event that the Specified Landfill is not available for disposal of the City's Acceptable Waste. In the event the Specified Landfill is not available for reasons other than an Uncontrollable Circumstance and the City or the City's subcontractor is required to transport Acceptable Waste to an alternate disposal facility, the Company shall be responsible for the additional costs reasonably incurred by the City in connection therewith.

SECTION 4.5. STAFFING.

(A) Generally. The Company, at its cost and expense, shall provide staff to perform the Contract Services during the Term of this Agreement consistent with good industry standards so as to allow for the disposal of Acceptable Waste in accordance with the requirements

hereof. All staff performing the Contract Services shall have had proper training, certifications and licenses necessary to perform the applicable Contract Services and shall comply with all applicable procedural and safety rules and regulations.

(B) Service Coordinator. Each of the City and the Company shall designate in writing by the Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each, a “Service Coordinator”). Either party may designate a successor or substitute Service Coordinator at any time by written notice to the other party. The Company’s Service Coordinator shall be intimately familiar with the day-to-day disposal activities and shall be in regular communication with the City’s Service Coordinator.

(C) Complaints. The Company shall designate a senior level employee to be responsible to handle complaints regarding or relating to the Contract Services. The Company shall respond in a timely and effective manner to all complaints and communications received by the Company or the City regarding any matter related to the Contract Services.

SECTION 4.6. COMPLIANCE WITH APPLICABLE LAW. The Company shall dispose of Acceptable Waste and otherwise perform all of its obligations hereunder in accordance with Applicable Law including without limitation, all applicable rules and regulations relative to the disposal of Acceptable Waste, and compliance with all federal and State environmental laws and regulations regarding the disposal of Acceptable Waste. In the event that the Company fails at any time to comply with Applicable Law, then the Company shall immediately take action to remedy such failure, and promptly thereafter, complete whatever actions are necessary to remedy such failure at its cost and expense and bear all Loss and Expense of either party and pay any resulting damages, fines, penalties, assessments or other charges resulting therefrom to the extent resulting from the Company’s failure to comply.

SECTION 4.7. LICENSES, PERMITS AND APPROVALS. The Company, at its own expense, shall make all filings, applications and reports necessary to obtain and maintain all permits, licenses and approvals required to be made, obtained or maintained by it under Applicable Law in order to perform the Contract Services. The Company, at its own expense, shall supply all data and information in a timely manner, which may be required by Applicable Law or

to obtain a permit, license or approval and shall supply all data and information reasonably requested by the City to assist the City in obtaining, maintaining, renewing, extending and complying with the terms of any permits, licenses and approvals or other Applicable Law. All data, information and action shall be supplied and taken on a timely basis considering the requirements of Applicable Law. The data and information supplied by the Company to the City and all regulatory agencies in connection therewith shall be correct and complete in all material respects.

SECTION 4.8. REPORTING. The Company shall maintain and submit all records and reports required of a disposer of Acceptable Waste by any Governmental Body in connection with the Contract Services. The Company shall provide the City with monthly operations reports with the Billing Statement, including the following operating data: (1) a statement of the number of Tons of Acceptable Waste delivered by or on behalf of the City disposed of by the Company during the prior month including a daily breakdown per load; (2) any notices of violations by a Governmental Body in connection with the Contract Services; (3) copies of any reports relating to the Contract Services required to be submitted by the Company to any Governmental Body; and (4) if applicable the dates and times that the Specified Landfill was unavailable to receive Acceptable Waste delivered on behalf of the City.

SECTION 4.9. OTHER REPORTING REQUIREMENTS. The Company will fully support the City's reporting requirements for other agencies and entities by providing all data, reports, test results and other information which may be necessary for the City to comply with such reporting requirements or information requests.

SECTION 4.10. PERFORMANCE GENERALLY. Reliance. The Company acknowledges that the City, in serving the solid waste disposal needs of the City, is providing an essential public service, and is relying on the performance by the Company of its obligations described in this Agreement.

SECTION 4.11. ENVIRONMENTAL GUARANTEE. The Company shall be required to perform the Contract Services in compliance with all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Contract Services, including any conditions or requirements imposed therein

(collectively, the obligations hereunder are the “Environmental Guarantee”). If at any time the Company fails to meet the Environmental Guarantee, it shall immediately take any action necessary to remedy such failure (including, but not limited to, making all improvements and operating changes) and perform all retests at its sole cost and expense and shall pay any resulting damages and fines.

SECTION 4.12. SAFETY AND SECURITY.

(A) Safety. The Company shall maintain the safety of the Specified Landfill at a level consistent with the Contract Standards. Without limiting the foregoing, the Company shall: (1) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (2) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (3) operate all equipment in a manner consistent with the manufacturer’s safety recommendations.

(B) OSHA. The provision of the Contract Services by the Company shall at all times be in compliance with OSHA.

(C) Security. The Company shall be responsible for the security of the Specified Landfill.

SECTION 4.13 SUSTAINABILITY PAYMENTS

Company shall provide Five Thousand and No/100 Dollars (\$5,000) annually to the City to assist with “green” and diversion goals. These funds may be used for initiatives in energy, sustainability, fuel efficiencies or air quality. They also may be used for the City’s public education and community outreach programs. Company also shall provide an additional Five Thousand and No/100 Dollars (\$5,000) annually to the City to support the Greensboro-Randolph Megasite Initiative. The City may use these funds to support these initiatives which are designed to improve the local economy, infrastructure and communities for the citizens of Greensboro.

ARTICLE V

COMPANY DISPOSAL OBLIGATIONS

SECTION 5.1. PROVISION OF DISPOSAL SERVICES BY THE COMPANY.

(A) Generally. Upon the occurrence of the Commencement Date and thereafter during the term of this Agreement, the Company shall dispose of all Acceptable Waste delivered to the Specified Landfill by the City or its Subcontractor from the City's Transfer Station in accordance with the Contract Standards. The Company shall do and perform all acts and things which may be necessary or desirable in connection with its obligations contained in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance (including proper maintenance of paved and unpaved roadways), management, financing and contract work related thereto or undertaken in connection therewith.

(B) Notice of Unavailability of the Specified Landfill. The Company shall promptly advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the Specified Landfill to receive and dispose of City Acceptable Waste, its effect on the Company's ability to perform its obligations hereunder, and the Company's best estimate of the probable duration. The Company shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The Company shall use its best efforts to resume normal operation of the Specified Landfill as soon as possible.

(C) Compliance with Disposal Service Obligation Not Excused for any Reason. The obligations of the Company to duly observe and comply with its disposal service obligations hereunder shall apply continuously and except as expressly permitted by this Agreement, without interruption for the Term of this Agreement. In the event that any Uncontrollable Circumstance impairs or precludes compliance with the disposal service obligations by the means or methods then being employed by the Company, the Company shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of this Agreement and the City will share in half of the costs associated with such alternate disposal.

(D) Change in Specified Landfill by Mutual Consent. The Specified Landfill has been initially designated as the Great Oak Landfill. Any changes to designated disposal facility under this Agreement shall only be made upon the mutual written consent of the parties.

(E) Waiting Time. The Company shall not give preferential treatment to any vehicles in a manner that will adversely affect the City or the City's hauling contractor.

SECTION 5.2. OPERATION AND MAINTENANCE OF THE SPECIFIED LANDFILL.

(A) Company Ownership. In the event the Company owns the Specified Landfill, the Company, at its cost and expense, shall at all times operate, or cause to be operated, the Specified Landfill, as applicable, properly and in a sound manner and in accordance with Applicable Law; shall maintain, preserve, and keep the Specified Landfill or cause the Specified Landfill to be maintained, preserved and kept in good repair, working order and condition; shall staff the Specified Landfill with the appropriate number of hourly and salaried employees consistent with good management practice; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Specified Landfill may be properly and advantageously conducted. The Company shall maintain the safety of the Specified Landfill at a level consistent with Applicable Law, the insurance requirements set forth in this Agreement, and prudent solid waste management practices.

(B) Third Party Ownership. In the event the Specified Landfill is not owned by the Company, the Company, at its cost and expense, shall contract with, for disposal, a Specified Landfill which shall at all times be operated properly and in a sound manner and in accordance with Applicable Law. The Company shall contractually ensure that the safety of the Specified Landfill is maintained at a level consistent with Applicable Law, the insurance requirements set forth in this Agreement, and prudent solid waste management practices.

(C) General. The Specified Landfill must accommodate waste delivery vehicles that are top-loading, tandem-axle, non-compaction, and both self-unloading and non-self-unloading semi-trailers with manually or hydraulically operated top covers.

SECTION 5.3. DISPOSAL RECORDS. The Company shall keep and maintain such logs, records, manifests, bills of lading or other documents as the City may deem to be necessary or appropriate to confirm compliance with the provisions hereof and shall retain all receipts, proofs of delivery or other call information provided to the Company's drivers by the owner or operator of the Specified Landfill.

SECTION 5.4. PAYMENT OF DISPOSAL FEES. The City shall pay all tipping fees and other disposal charges for the disposal of City Acceptable Waste transported by or on behalf of the City in accordance with Article VI thereof.

SECTION 5.5. UNACCEPTABLE WASTE SCREENING. The City shall utilize and cause its Subcontractor (if applicable) to utilize all reasonable efforts to prevent the delivery of Unacceptable Waste to the Specified Landfill. The Company shall notify the City upon the discovery of Unacceptable Waste received by the Company from the City and the City shall be responsible for causing the proper disposal of such Unacceptable Waste. If the City directs the Company to properly dispose of such Unacceptable Waste and the Company agrees to do so, the Company shall do so at a fair market price. Title to and liability for such Unacceptable Waste shall at no time pass to the Company.

ARTICLE VI

SERVICE FEE

SECTION 6.1. SERVICE FEE.

(A) Term. Commencing with the first Billing Period and for each Billing Period thereafter, the City shall pay the Company a Service Fee for the Contract Services provided by the Company under the terms of this Agreement. The Service Fee during the Term shall be an amount equal to the sum of: (1) the number of Tons of City Acceptable Waste disposed of by the Company during the Billing Period multiplied by (2) \$17.88/ton (referred to as the "Disposal Fee") plus the Solid Waste Disposal Tax or other per ton fee or tax imposed on the disposal of Solid Waste in the State (excluding host fees) plus any applicable host fee per ton. The Disposal Fee specified in this Section shall be adjusted as requested by the Company on the anniversary of the Commencement Date of each year of the Term beginning the second year of the Term to reflect the change in the CPI. The Disposal Fee shall be adjusted to reflect the change in the CPI. For the purposes of this Agreement, "CPI" means 100% of the Consumer Price Index for All Urban Consumers, South Region, all items, as issued by the Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of the month two months prior to the month of the Commencement Date of the then-current year to the CPI of the month two months prior to the month of the Commencement Date of the previous year not to exceed 5% each year. The Company must request annually that the Service Fee be adjusted to reflect the change in the CPI. Failure to request the CPI change within 60 days of the anniversary of the Commencement Date will forfeit the adjustment to the Company for the period of time during which the Company failed to request the adjustment.

(B) Minimum Tonnage. The City agrees to deliver or cause to be delivered a minimum of 60,000 tons per year to the Specified Landfill (the "Minimum Guaranteed Tonnage") during the term of the Agreement. If the City fails to deliver 60,000 tons during each Contract Year, then the Company shall provide notice of the deficiency with the Annual Settlement Statement described below, and the City shall pay the Company the difference in 60,000 tons and the actual tonnage delivered multiplied by the Disposal Fee only (not including any host fees or taxes) in accordance with subsection (C) below.

(C) Annual Settlement. Within 45 days after the end of each Contract Year, the Company shall provide to the City an annual settlement statement (the “Annual Settlement Statement”) setting forth the actual aggregate Service Fee which should have been payable with respect to such Contract Year, a reconciliation of such amount with the amounts actually paid by the City with respect to such Contract Year and any deficiency from the Minimum Guaranteed Tonnage during the Contract Year. The City or the Company, as appropriate, shall pay all undisputed amounts within 45 days after receipt or delivery of the Annual Settlement Statement. If any amount is then in dispute at the time the Annual Settlement Statement is due, the Annual Settlement Statement shall identify the subject matter and reasons for such dispute or uncertainty and, in cases of uncertainty, shall include a good faith estimate by the party claiming such uncertainty of the amount in question. When the dispute is resolved or the amount otherwise finally determined, the Company shall file with the City an amended Annual Settlement Statement which shall, in all other respects, be subject to this Section.

(D) Service Fee Generally. The Company shall not be entitled to any other compensation for the performance of Contract Services except as set forth in this Article VI or Section 9.3(B) of this Agreement. The determination of the number of Tons of City Acceptable Waste disposed of by the Company for which the Company shall receive the Service Fee shall be based solely upon the weight tickets issued for each tractor trailer upon its entry to the Specified Landfill based upon the combined tare weights of the tractor trailer holding the waste upon weighing after loading as well as the weight ticket of the loaded tractor trailer, for those trailers that do not remain coupled with the tractor while onsite.

SECTION 6.2. BILLING OF THE SERVICE FEE.

(A) Billing Statements. For each Billing Period the Company shall render a statement (a “Billing Statement”) to the City by the 5th day of the following Billing Period, which shall set forth each component of the Service Fee. Each Billing Statement shall be accompanied by sufficient data as to permit the City to verify the accuracy of the Billing Statement. Refer to Section 4.8 of this Agreement for additional information to be included with the Billing Statement.

SECTION 6.3. CITY'S PAYMENT OBLIGATIONS.

(A) Payment Only for Waste Deliveries. The City shall pay the Company the Service Fee as provided hereunder during the Term of this Agreement within 30 days of receipt of a Billing Statement.

(B) Disputes. If the City disputes any amount billed by the Company in any Billing Statement, the City shall pay that portion of the billed amount which is not in dispute and shall provide the Company with written objection within 15 days of the receipt of such Billing Statement indicating the portion of the billed amount that is being disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. If the City and the Company are not able to resolve such dispute within 30 days after the City's objection, either party may refer such dispute for dispute resolution pursuant to Section 6.7 hereof.

(C) Off-Sets. To the extent the Company is obligated to reimburse the City for costs and expenses incurred due to the failure of the Company to perform the Contract Services in accordance with the provisions hereof, the City shall be permitted to deduct the amount owed and any amounts due the City pursuant to this Agreement from the Service Fee. If it is subsequently determined through a dispute resolution process that the City wrongfully offset any amounts, the City shall pay the Company the amount of such wrongfully offset amount with interest at the Overdue Rate.

ARTICLE VII

DEFAULT, TERMINATION FOR CAUSE AND DISPUTE RESOLUTION

SECTION 7.1. REMEDIES FOR BREACH. The parties agree that in the event that either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity it may have to enforce the payment of any damages or the performance of such other obligation hereunder and such right to recover damages or to be reimbursed as provided herein will ordinarily constitute an adequate remedy for any breach of such other obligation or any material untruth in any such representation. Neither party shall have the right to terminate this Agreement for cause except after an Event of Default, determined in accordance with the provisions of this Article VII, shall have occurred and be continuing beyond any applicable cure period.

SECTION 7.2. EVENTS OF DEFAULT BY THE COMPANY.

(A) Events of Default Not Requiring Notice or Cure Opportunity for Termination. Each of the following shall constitute an Event of Default on the part of the Company for which the City may terminate without any requirement of notice or cure opportunity:

(1) Failure to Provide Contract Services for 24 Hours. The failure of the Company to provide Contract Services for 24 hours excluding the inability to do so due to holidays or other days on which the Specified Landfill is scheduled to be closed or such failure is excused by an Uncontrollable Circumstance, provided, however, the time period for compliance shall be extended to 48 hours in the event of a Landfill fire regardless of the cause.

(2) Gross Misfeasance. Failure or refusal of the Company to perform a material obligation under the Agreement such that the failure or refusal constitutes a gross misfeasance of duty.

(3) Voluntary Bankruptcy. The written admission by the Company that it is bankrupt, or the filing by the Company of a voluntary petition under the Bankruptcy Code,

or the consent by the Company to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Company of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Company's property or business.

(4) Involuntary Bankruptcy. The final adjudication of the Company as bankrupt after the filing of an involuntary petition under the Bankruptcy Code, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Company nor until the order of the adjudication shall be regarded as final unless and until the same is no longer being contested by the Company nor until the order of the adjudication is no longer appealable.

(5) Security Instruments. Failure to obtain and maintain the required security instruments required by this Agreement.

(6) Guarantor Default. Default of the Guarantor under the Guaranty Agreement.

(7) Commencement Date. Failure to provide Contract Services by the Commencement Date.

(B) Events of Default Requiring Notice or Cure Opportunity for Termination. The failure or refusal by the Company to perform any other obligation under this Agreement (other than those obligations contained in subsection 7.2(A) above) or the failure of the Company to pay or credit undisputed amounts owed to the City under this Agreement within 60 days following the due date for such payment or credit shall constitute an Event of Default on the part of the Company for which the City may terminate this Agreement; except that no such other failure or refusal shall constitute an Event of Default giving the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the Company stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Company and which will, in the City's

opinion, give the City a right to terminate this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(2) The Company has neither challenged in an appropriate forum the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time, but not more than 60 days, from receipt of the notice given pursuant to clause (1) of this subsection (but if the Company shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Company is continuing to take such steps to correct such default).

SECTION 7.3. EVENTS OF DEFAULT BY THE CITY.

(A) Events of City Default Defined. Each of the following shall constitute an Event of Default on the part of the City for which the Company may terminate this Agreement:

(1) Failure to Pay or Otherwise Comply with Agreement. The repeated or continued failure or refusal by the City to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance or Company Event of Default or the failure of the City to pay undisputed amounts owed to the Company under this Agreement within 60 days following receipt of a Company invoice therefor; except that no such failure or refusal shall constitute an Event of Default giving the Company the right to terminate this Agreement for cause under this Section unless:

(a) The Company has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in the Company's opinion, give the Company a right to terminate this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(b) The City has neither challenged in an appropriate forum the Company's conclusion that such failure or refusal to perform has occurred or

constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time but not more than 60 days from the date of the notice given pursuant to clause (a) of this subsection (but if the City shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the City is continuing to take such steps to correct such default).

(2) Bankruptcy or Insolvency. The filing by the City of a petition seeking relief, a final adjudication of insolvency or bankruptcy, or an assumption by a cognizant regulatory body of supervision of the City's finances, in any case under the Bankruptcy Code or any federal or State statute intended to provide relief or otherwise become effective for political subdivisions which are insolvent, financially unsound or unable to meet their obligations as they mature.

SECTION 7.4. NO WAIVERS. No action of the City or Company pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the City or Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City or Company under this Agreement shall preclude any other, or further exercise thereof, or the exercise of any other right, power or remedy.

SECTION 7.5. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material falseness or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that nothing in this Section shall limit the obligation of a party to indemnify the other party for any special, incidental, consequential, punitive or similar damages

payable to third parties resulting from any act or circumstance for which a party is obligated to indemnify the other party hereunder.

SECTION 7.6. GOVERNING LAW AND FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be governed solely by the laws of the State of North Carolina and shall be commenced before the State courts located in Guilford County. The Company irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding. The Company and the City hereby waive their rights to a trial by jury.

SECTION 7.7. CITY CONVENIENCE TERMINATION OPTION.

(A) Termination Right and Fee. The City shall have the right at any time during the Term, exercisable in its sole discretion, for its convenience, without cause and without being deemed to be in breach of this Agreement, to terminate this Agreement upon 90 days' written notice to the Company. If the City exercises its right to terminate the Agreement pursuant to this Section following the Commencement Date, the City shall pay the Company a convenience termination fee equal to \$50,000 for each month remaining in the Initial Term, as applicable depending upon when such termination occurs. If this Agreement is renewed pursuant to Section 8.2, then the convenience termination fee payable during the Renewal Term shall be zero.

(B) Uncontrollable Circumstances. In the event an Uncontrollable Circumstance causes an extraordinary increase in disposal charges to the City by Company, and thereupon the City elects to exercise its right of convenience termination under this Section, the amount specified in subsection (A) of this Section shall be excluded from the termination fee payable by the City. "An extraordinary increase" in City costs shall be deemed to have occurred for this purpose if disposal charges to the City by Company resulting from the Uncontrollable Circumstance would equal or exceed 10% of Company charges to the City over the prior Contract Year.

(C) Corporate Integrity. In the event a significant integrity issue is raised regarding the Company, and thereupon the City elects to exercise its right of convenience

termination under this Section, the amounts specified in subsection (A) of this Section shall be excluded from the termination fee payable by the City. A “significant integrity issue” shall mean the felony conviction of the Company, for an act knowingly committed by a person acting under the control and supervision of the Company, such act to have been directly related to the Company’s provision of the Contract Services hereunder.

(D) Payment of Amounts Owning Through the Termination Date. Upon any termination pursuant to this Section, the Company shall also be paid all amounts due for the Contract Services up to the applicable portion of the Service Fee but not yet paid as of the date of termination.

(E) Adequacy of Termination Payment. The Company agrees that the applicable termination fee provided in this Article shall fully and adequately compensate the Company and all Subcontractors for all foregone potential profits, Loss-and-Expense, and charges of any kind whatsoever (whether foreseen or unforeseen), attributable to the termination of the Company’s right to perform this Agreement.

(F) Consideration for Convenience Termination Payment. The parties agree that the right of the City to terminate this Agreement for its convenience and in its sole discretion in accordance with this Article constitutes an essential part of the overall consideration for this Agreement, and the Company hereby waives any right it may have under Applicable Law to assert that the City owes the Company a duty of good faith dealing in the exercise of such right.

(G) Completion or Continuance by City. After the date of any termination under this Section, the City may at any time (but without any obligation to do so) take any and all actions necessary or desirable to continue and complete the Contract Services so terminated, including entering into contracts with other contractors.

SECTION 7.8. NON-BINDING MEDIATION. Either party may request non-binding mediation of any dispute arising under the Agreement prior to the initiation of any civil action in accordance with the City’s mediation policy. The non-requesting party may decline such a request in its sole discretion in accordance with the City’s mediation policy.

ARTICLE VIII

TERM

SECTION 8.1. TERM OF AGREEMENT. This Agreement shall become effective on the Contract Date, and shall continue in effect until the third anniversary of the Commencement Date (the “Initial Term”) or, if renewed at the option of the City as provided in Section 8.2, until the last day of the renewal term (the “Renewal Term”; the Initial Term and any Renewal Term being referred to herein as the “Term”), unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. All rights, obligations and liabilities of the parties hereto shall commence on the Commencement Date, subject to the terms and conditions hereof. The rights and obligations of the parties hereto pursuant to Sections 6.3(C), 7.1, 9.3 and 9.6 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration of this Agreement shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties hereunder shall terminate unless extended by mutual agreement of the parties or by operation of law.

SECTION 8.2. CITY RENEWAL OPTION. This Agreement may be renewed and extended at the sole option of the City for two additional consecutive one-year renewal terms. The City, not later than 10 days prior to the expiration of the Initial Term, shall give the Company written notice of its intent to exercise its renewal option. All terms and conditions of this Agreement shall apply to both the Initial Term and the Renewal Term, except as otherwise expressly provided.

ARTICLE IX

GENERAL

SECTION 9.1. PERFORMANCE SECURITY; INSURANCE.

(A) Performance Bond. On or before the Commencement Date, the Company shall provide to the City an operations performance bond, in the amount of \$5,000,000, in the form set forth in Appendix B. The operations performance bond shall secure performance of all of the Company's obligations, shall be maintained during the Term and shall remain in effect for one year following the expiration of the Agreement. The surety issuing the operations performance bond shall be acceptable to the City, and limited to those companies authorized to transact business in the state of North Carolina, having a resident agent in the state of North Carolina and meeting the following requirements and/or limits: surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina.

(B) Insurance. On or before the Commencement Date, the Company shall obtain and during the Term of this Agreement shall maintain the Required Insurance for which it is responsible as specified in Appendix A hereto and shall comply with all applicable insurance requirements. Additionally, prior to the execution of this Agreement by the City, the Company shall provide to the City, for the City's approval, a copy of the Additional Insured Endorsement that the Company will obtain naming the City as an Additional Insured under the Company's Commercial General Liability and Pollution and Environmental Liability Policies that will provide the City coverage under the Company's Commercial General Liability Policies. The Required Insurance coverage required pursuant to this Section shall be maintained with generally recognized financially responsible insurers reasonably acceptable to the City and qualified and licensed to do business and insure risks in the State. Failure to provide or maintain the Required Insurance and/or provide acceptable Additional Insured Endorsements naming the City as an Additional Insured under its Commercial General Liability Policies is a material breach of this Agreement.

(C) Guaranty Agreement. The Company shall cause the Guaranty Agreement to be provided and maintained by the Guarantor during the Term hereof in the form attached hereto as a Transaction Form.

SECTION 9.2. UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the City nor the Company shall be liable to the other for any failure or delay in performance of any obligation under this Agreement during the period of the Uncontrollable Circumstance (other than any payment at the time due and owing) if such failure is solely due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by hard copy telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) its estimated impact on the other obligations of such party under this Agreement, and (4) potential mitigating actions which might be taken by the Company or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such Uncontrollable Circumstance shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best reasonable efforts to eliminate the cause therefor, mitigate the effect thereof, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the Company or City shall give periodic updates to the other party. The Company shall furnish promptly (if and to the extent available to the Company) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

SECTION 9.3. INDEMNIFICATION.

(A) Indemnification by the Company. The Company agrees that it will protect, indemnify and hold harmless the City, and its representatives, officers, employees and subcontractors (as applicable in the circumstances), (the “City Indemnified Parties”) from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, costs, expenses, and suits (collectively, “Loss and Expense” provided, however that Loss and Expense shall not include normal wear and tear of the Company’s equipment), and will defend the City Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or wrongful conduct of the Company or any of its officers, members, employees, agents, representatives, contractors, or Subcontractors in connection with its obligations or rights under this Agreement, or (2) any Company breach, or (3) the performance or non-performance of the Company’s obligations under this Agreement. The Company shall not, however, be required to reimburse or indemnify any City Indemnified Party for Loss and Expense to the extent such Loss and Expense is due to (a) any City breach, (b) the negligence or other wrongful conduct of any City Indemnified Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any City Indemnified Party judicially determined to be responsible for or contributing to the Loss and Expense, or (e) any matter for which the risk has been specifically allocated to the City hereunder.

(B) Indemnification by the City. To the extent permitted by law, the City agrees that it will protect, indemnify and hold harmless the Company, and its representatives, officers, employees and subcontractors (as applicable in the circumstances), (the “Company Indemnified Parties”) from and against (and pay the full amount of) all Losses and Expenses, and will defend the Company Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or wrongful conduct of the City or any of its officers, members, employees, agents, representatives, contractors, or Subcontractors in connection with its obligations or rights under this Agreement, or (2) any City breach. The City shall not, however, be required to reimburse or indemnify any Company Indemnified Party for Loss and Expense to the extent such Loss and Expense is due to (a) any Company breach, (b) the negligence or other wrongful conduct of any Company Indemnified

Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any Company Indemnified Party judicially determined to be responsible for or contributing to the Loss and Expense, or (e) any matter for which the risk has been specifically allocated to the Company hereunder.

(C) Process. A party seeking indemnity hereunder (an “Indemnified Party”) shall promptly notify the other party (the “Indemnifying Party”) of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Indemnifying Party the opportunity to defend such claim, and shall not settle the claim without the approval of the Indemnified Party. These indemnification provisions are for the protection of the Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection 9.3 shall survive termination of this Agreement.

SECTION 9.4. RELATIONSHIP OF THE PARTIES. The Company is an independent contractor and not an employee or agent of the City, and shall retain the right to exercise full and exclusive control and supervision over its employees, their compensation, and their discharge except as otherwise provided in the Agreement. The Company’s employees shall not be considered employees of the City, and the Company shall be solely responsible for all matters relating to the payment of employee taxes and insurance contributions. The Company shall be fully responsible for its acts and those of its employees during the term of the Agreement. Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture, or other similar relationship with the City, and the Company shall conduct all its work in its own name and not in the name of or as agent for the City.

SECTION 9.5. ASSIGNMENT AND CHANGE IN CONTROL.

(A) By the Company. The Company shall not assign, transfer, convey, lease, encumber or otherwise dispose of this Agreement, its right to execute the same, or its right, title or interest in all or any part of this Agreement or any monies due hereunder whatsoever, whether legally or equitably, nor shall the Company merge, transfer stock, transfer assets, be acquired or reorganized in such a manner that control of the Company is materially changed (except to the extent that such change in control is to an Affiliate of the Company), without the prior written consent of the City. Any such approval given in one instance shall not relieve the Company of its obligation to obtain the prior written approval of the City to any further assignment. Any

assignment of this Agreement which is approved by the City shall require the assignee of the Company to assume the performance of and observe all obligations, representations and warranties of the Company under this Agreement, and no such assignment shall relieve the Guarantor of any of its obligations under the Guaranty Agreement, which shall remain in full force and effect during the Term hereof. For purposes of this Agreement, an “Affiliate” means any person directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

(B) By the City. The City may not assign its rights or obligations under this Agreement without the prior written consent of the Company.

SECTION 9.6. INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenues or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by law, be deemed added to the amount due, as accrued.

SECTION 9.7. PUBLIC RECORDS. This Agreement is a “public record” and shall be subject to public disclosure consistent with Chapter 132 of the North Carolina General Statutes. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The Company must claim any applicable exemptions to disclosure provided by law at the time the information, document, recording, photograph, electronic data-processing record, or any other type of information that may constitute a public record under Chapter 132 of the North Carolina General Statutes is given or transmitted to the City or in any other way received by the City. The Company must identify materials to be protected by placing the materials in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY REVIEW ONLY and must state the reasons why such exclusion from public disclosure is necessary and legal.

The City will notify the Company of any public records request for the information or materials the Company has marked as CONFIDENTIAL, and if the Company objects to the

City disclosing any of the records responsive to the request, the Company will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, if and only if, the Company immediately enters an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which the Company objected. The Company agrees to indemnify, save harmless, and pay any and all attorney's fees incurred by the City, and any attorney's fees the City is ordered to pay to any person(s) or organization(s) as a result of the Company's objection to the release of these records. The Company will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of the Company's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

SECTION 9.8. CONFLICT OF INTEREST. The Company must comply with the City's Conflict of Interest Polity which is included as Appendix C herein.

SECTION 9.9. CITY APPROVAL OF SUBCONTRACTORS. The City shall have the right to approve all Subcontractors engaged to perform the Contract Services costing in excess of \$50,000 per year. The approval or withholding thereof by the City of any proposed Subcontractor shall not create any liability of the City to the Company, to third parties or otherwise. In addition, if a Subcontractor provides any part of the Contract Services, the City, for reasonable cause as determined by the City, may require the Company to terminate such Subcontractor and replace it with one reasonably satisfactory to both parties. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from local, State or federal contracting for any services.

SECTION 9.10. ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Company to bring any legal action against the City, not based on this Agreement, arising out of any act or omission of the City in its governmental or regulatory capacity.

SECTION 9.11. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 9.5 hereof.

SECTION 9.12. AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

SECTION 9.13. NOTICES. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if transmitted by hard copy telecommunication or delivered in person (including, but not limited to, by mail), or by overnight courier to the following:

If to the Company: Waste Management of Carolinas, Inc.
District Manager
Great Oak Landfill
3597 Old Cedar Falls Road
Randleman, North Carolina 27317

With a copy to: Waste Management Southern Office
1850 Parkway Circle, Suite 600
Marietta, GA 30067
Attn: Legal Department

If to the City: City of Greensboro
P.O. Box 3136
Greensboro, NC 27402
Attn: City Manager

With a copy to: City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136
Attn: Director of Field Operations
Fax: 336-373-2988

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given no later than 5 days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

SECTION 9.14. FURTHER ASSURANCES. Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 9.15. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth herein, neither party to this Agreement shall have any obligation to any third party as a result of the agreements contained herein.

SECTION 9.16. RIGHT TO INSPECT. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine, and copy all such books, records, and other documents of the Company for the purpose of ensuring compliance with the terms of the Agreement for the current fiscal year plus the past five years.

SECTION 9.17. EQUAL EMPLOYMENT OPPORTUNITY. The Company agrees that in the performance of the services in the Agreement, it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex race, color, religion, national origin, handicap or disability. The Company shall fully comply with all applicable local, state, and federal laws.

SECTION 9.18. COMPLIANCE WITH CONTRACT STANDARDS. The Company shall perform the Contract Services in accordance with the Contract Standards.

SECTION 9.19. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Agreement, except as provided for in Chapter 25 of the Greensboro Code of Ordinance. Further, if any section, subsection, sentence, clause, phrase, or portion of the Agreement is ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such section, subsection, sentence, clause, phrase, or portion of the Agreement which shall, to the greatest extent legally permissible, effect the intent of the parties, therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes

in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision.

SECTION 9.20. DRUG-FREE WORKPLACE. The Company shall maintain a drug-free workplace.

SECTION 9.21. INCLEMENT WEATHER. The Contract Services shall be performed under all weather conditions (unless the Company is unable to perform due to an Uncontrollable Circumstance). In the event of inclement weather, the Company shall be responsible for taking all reasonable measures necessary to allow for the Company to perform its obligations pursuant to this Agreement.

SECTION 9.22. IRAN DIVESTMENT CERTIFICATION. As of the date of this Agreement, the Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and that the Consultant will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Consultant certify that they are authorized by the Consultant to make this certification.

SECTION 9.23. E-VERIFY. The Company certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

CITY OF GREENSBORO, NORTH CAROLINA

By: D.D. Wyrick

Printed Name: D.D. WYRICK

Title: DIRECTOR, FIELD OPERATIONS

WASTE MANAGEMENT OF CAROLINAS, INC.

By: Tracey Sitrider

Printed Name: TRACEY SISTRIDER

Title: AREA V.P.

APPENDIX A

REQUIRED INSURANCE

- (1) The Company must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

<u>Coverage**</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$5,000,000 per occurrence /\$10,000,000 aggregate
Automobile Liability	\$1,000,000
Pollution & Environmental Liability	\$5,000,000 per occurrence/\$10,000,000 aggregate
Property Damage	\$5,000,000 per occurrence/\$10,000,000 aggregate

** Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability.

- (2) The Company must provide the City with a Certificate of Insurance for review prior to the issuance of any contract. This should be an ACORD form (example can be provided). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Company will provide the City with immediate written notice of cancellation, reduction, or other material modification of coverage of insurance within 48 hours of such cancellation, reduction or material modification. Upon failure of the Company to provide such notice, the Company will be solely responsible for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the Company for each subsequent renewal period of the contract.
- (3) The City shall be added as an additional insured on the Company's general liability and pollution and environmental liability insurance policies, which shall be primary and not contributory to any other insurance that may be available to the City. The Pollution and Environmental Liability policy must be maintained in full force and effect with the City as an additional insured for three years after the termination of the contract. The Company will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The Company will provide the City with additional insured endorsements CG 2010 and CG 2037 with respect to the general liability policy. The Company will provide a Certificate of Liability statement that states, "City of Greensboro

is added as an additional insured as evidenced by an endorsement attached to this certificate.” In the event the Company fails to maintain and keep in force for the duration of this Agreement the insurance required herein, the City may cancel and terminate this Agreement without notice.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF CAROLINAS, INC. 3303 NORTH GLENN AVENUE WINSTON SALEM NC 27105	INSURER A: ACE American Insurance Company	22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D: ACE Fire Underwriters Insurance Company	20702
		INSURER E:	
		INSURER F:	

COVERAGES NCWINSAL

CERTIFICATE NUMBER: 11795981

REVISION NUMBER: XXXXXXXX

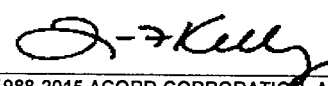
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27403311	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08866326	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 001	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48596769 (AOS) WLR C48596800 (AZ,CA,&MA) SCF C48596848 (WI)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08866314	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

11795981 THE CITY OF GREENSBORO, NC 300 W. WASHINGTON STREET GREENSBORO NC 27402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: HDO G27403311

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

Copyright, Insurance Services Office, Inc., 1984

APPENDIX B

FORM OF PERFORMANCE BOND

RFP Qualification Form 4 – Performance Bond will be included here in the executed contract.

Bond No. 82394544

QUALIFICATION FORM 4
PERFORMANCE BOND FORM

(PROVIDED FOR DEMONSTRATION PURPOSES. LETTER OF COMMITMENT REQUIRED FOR PROPOSAL.
FORM TO BE EXECUTED PRIOR TO CONTRACT EXECUTION.)

Date of Execution of this Bond: 1/1/2017

Name and Address of Principal (Contractor):

Waste Management of Carolinas, Inc.

3597 Old Cedar Falls Road

Randleman, NC 27317

Name and Address of Surety:

Federal Insurance Company

15 Mountain View Road

Warren, NJ 07059

Name and Address of Contracting Body:

City of Greensboro

401 Patton St

Greensboro, NC 27406

Amount of Bond: (\$5,000,000.00) Five Million and No/100 Dollars

Contract

That certain contract by and between the Principal and the Contracting Body
above named dated January 1, 2017 for
MUNICIPAL SOLID WASTE DISPOSAL SERVICES

KNOW ALL MEN BY THESE PRESENTS, that Waste Management of Carolinas, Inc. as principal, and
Federal Insurance Company as surety, are held and firmly bound unto the City
of Greensboro in the full and penal sum of \$5,000,000.00 lawful money to be paid to the City of
Greensboro to which payment well and truly to be made and done we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

QUALIFICATION FORM 4
PERFORMANCE BOND FORM
(CONTINUED)

WHEREAS, the hereinabove named principal has entered into a contract with the City of Greensboro, said contract being dated the 1st day of January, 2017, and assigned as contract number for
MUNICIPAL SOLID WASTE DISPOSAL SERVICES

WHEREAS, a copy of said contract is incorporated herein by reference and is made a part hereof as if fully copied herein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall well and truly perform and fulfill all of the terms, covenants, undertakings and conditions of the said contract in all respects including any extensions thereof as may be granted, and further shall save harmless the City of Greensboro from all costs and damage which may be suffered by reason of failure to fully perform said contract and shall fully reimburse and repay the said City of Greensboro, for all expenditures of every kind, character and description, which may be incurred by said City of Greensboro in making good any and every default which may exist on the part of the principal in connection with the performance of said contract; then this obligation shall become void, otherwise it shall remain in full force and virtue.

The liquidated damages as described in the contract documents and attorney's fees shall also be considered in determining the total amount of expenditures secured hereby.

This performance bond shall remain in effect as a guarantee of the quality of materials furnished and workmanship used for a period of 12 months after final acceptance by the City of Greensboro.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying same, shall affect its obligations on this bond, and it hereby waives notice of any change, extensions of time, alteration, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and the corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned legal representative, pursuant to appropriate authority.

WITNESS:

Neal Lanzini
(Proprietorship or Partnership) Witness
Printed Name Neal Lanzini

Waste Management of Carolinas, Inc.

Principal (Name of individual and trade name,
partnership, corporation, or joint venture)

BY Edward A. Egl (SEAL)
Printed Name Edward A. Egl
TITLE Assistant Treasurer

(Owner, Partner, Office held in
corporation, joint venture)

ATTEST: (Corporation)
BY Courtney A. Tippy
Printed Name Courtney A. Tippy
TITLE Vice President's Secretary
(Corporation Secretary or
Assistant Secretary Only)

(Corporate Seal of Principal)

Federal Insurance Company

Surety (Name of Surety Company)

WITNESS:

Vanessa Dominguez
Vanessa Dominguez, Witness as to Surety

BY Lupe Tyler
Printed Name Lupe Tyler
TITLE Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

Michael J. Herrod
Michael J. Herrod, Nonresident Agent
N.C. Licensed Resident Agent

(Address of Attorney in Fact)

5555 San Felipe, Suite 1500, Houston, TX 77056

CHUBB

Power of Attorney

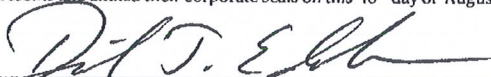
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Attn: Surety Department | 15 Mountain View Road | Warren, NJ 07059

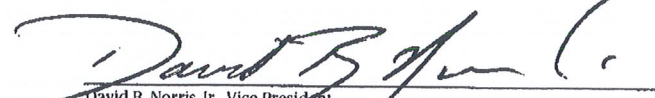
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Anoop Chawla Adlakha, Melissa Fortier, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler, Lisa A. Ward and Donna L. Williams of Houston Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of August, 2016.


David J. Edwards, Assistant Secretary




David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

County of Somerset

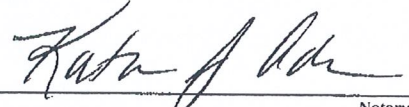
SS.

On this 18th day of August, 2016 before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

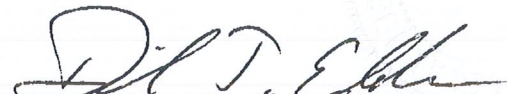
I, David J. Edwards, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached.
- (iii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iv) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

January 1, 2017




David J. Edwards, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT THE ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Chubb
525 W. Monroe, Ste 700
Chicago, IL 60661
USA

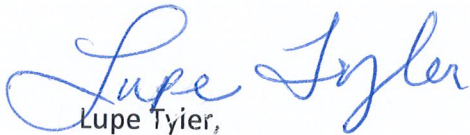
O (312) 775-7963
M (267) 273-4122

January 1, 2017

To Whom it May Concern:

A.M. Best's current financial strength rating of Federal Insurance Company is A++
(Superior), Class XV.

Sincerely,



Lupe Tyler,
Attorney-in-Fact

CHUBB

Power of Attorney

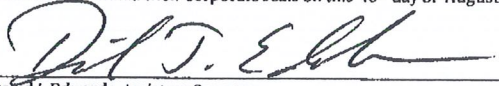
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Attn: Surety Department | 15 Mountain View Road | Warren, NJ 07059


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each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of August, 2016.


David J. Edwards, Assistant Secretary




David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

County of Somerset

SS.

On this 18th day of August, 2016 before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

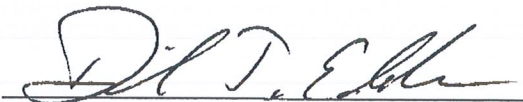
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- (ii) the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached.
- (iii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iv) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



January 11, 2017


David J. Edwards, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT THE ADDRESS LISTED ABOVE. OR BY: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

APPENDIX C

CITY OF GREENSBORO CONFLICT OF INTEREST POLICY

1.0 POLICY

It is the policy of the City of Greensboro to prohibit its officers, employees, or agents from participating in the selection, award, or administration of any contract where a conflict of interest is involved or may exist, whether real or apparent.

2.0 PURPOSE

It is essential for the City of Greensboro's officers, employees, and agents to remain free from all conflicts of interest, whether real or apparent, in order for the City to maintain the public trust of its citizens. Additionally, Section 4.131 of the City Charter and North Carolina State law prohibits City officers, employees and agents from voting upon or otherwise participating in the selection, award, or administration of contracts in which they have a direct or indirect financial interest.

As a condition of receiving federal and state grant funds, the City is required to have a Conflict of Interest policy that specifies certain conditions that necessitates a finding that a conflict of interest exists. This policy addresses these concerns and complies with all applicable federal and state conflict of interest laws.

3.0 SCOPE

This policy applies to all City officers, employees, or agents as well as sub-grantees or sub-recipients of any federal or state funds received from the City. No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or city funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

4.0 DEFINITIONS

4.1 Officer - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.

4.2 Employee - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.

4.3 Agent - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

5.0 ORGANIZATIONAL RULES

5.1 In order for the City to maintain the public trust of the citizens it serves, it is essential for the officers, employees, and agents of the City of Greensboro to remain free from all conflicts of interest, whether real or apparent.

6.0 PROCEDURES

6.1 If any officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

If any officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship and the City's contact person for that particular grant all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved, (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

APPENDIX D
FORM OF GUARANTY

APPENDIX E

DISPOSAL COST CALCULATION AND PRICE PROPOSAL FORMS

See RFP for Disposal Cost Calculation and Price Proposal Forms. The Disposal Cost Calculation and Price Proposal Forms will be included here for the executed Agreement.



City of Greensboro
Contract Signature Authorization Sheet
Field Operations

Vendor: Waste Management

Tracking number: 12,082

Contract Number: 2016-10480

Change Order Number:

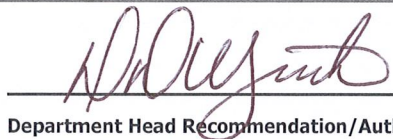
Service, Item or Project Description:

Municipal solid waste disposal services for the City of Greensboro



Signatures





Date: 12/20/16

Department Head Recommendation/Authorization

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

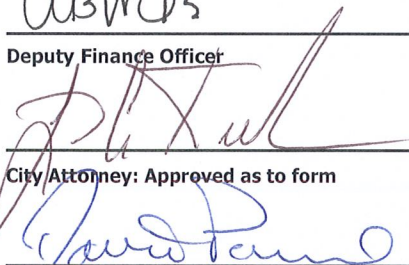



Deputy Finance Officer

Date: 1-5-17



Assist.


City Attorney: Approved as to form

Date: 1-6-17




Assistant City Manager: Authorized

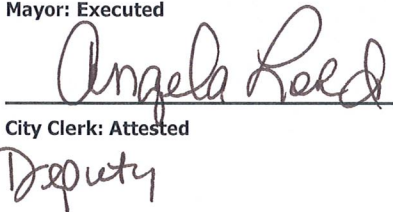
Date: 1-9-17



not req'd
Mayor: Executed

Date: _____




City Clerk: Attested
Deputy

Date: 1-10-17