



PURCHASING

April 17, 2025

MEMO TO: Prospective Bidders
FROM: Kimberly Toon, Purchasing Manager
SUBJECT: **Addendum #2:** RFP – City of Fayetteville Transfer Station Lease, Operation, and Maintenance
DUE DATE AND TIME: **May 5, 2025; 2:00 p.m.**

1. The Bid Documents are hereby modified per the attached Addendum #2 dated April 17, 2025. To include the following:
 - a. **Questions and Answers**
 - b. **Attaching current agreement.**

2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #2, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

Question: Please provide a copy of the current agreement

Answer: Contract attached to addendum. The new contract will be updated.

Question: Please provide the current agreement pricing

Answer:

- Current gate rate for the City – \$87 a ton
- Current lease rate - \$6,311.31

Question: Is the current pricing structure a per ton or flat total rate per month?

Answer: The pricing structure is a flat total rate per month per the attached contract section 5. Rental Amount. In addition, there is a “host fee” that is paid to the City that is per ton per section 27. Special Stipulations subsection (a).

Question: How many tons per year does the City take to the transfer station?

Answer: This varies per year: FY25 so far- 2740.38, FY24- 1220.91, FY23- 1417.15 Tons. Most of the year the City of Fayetteville’s Solid Waste Division will use the Ann Street Landfill.

Question: Does the transfer station currently allow yard waste to be mixed in with MSW loads?

Answer: We take yard waste there on an emergency basis with a courtesy call. We do not mix yard waste with trash on our trucks.

Question: Please provide clarification of the requested pricing response for C-1 & C-2. For example, are these comparable to host fees?

Answer: The City is looking at either a price per tonnage or a base price. Neither will have anything to do with a host fee.

Question: Please provide a current breakdown of volume by customer

Answer: The City does not have this information.

Question: Who runs the scale house operations? City or GFL

Answer: GFL

Question: Who controls pricing currently? City or GFL

Answer: GFL

Question: Who owns the truck scales? City or GFL (Will they stay?)

Answer: The City owns everything on the property, and the new contractor will operate, manage, and maintain the truck scales. The scales will remain on the property.

Question: 11d- Tip floor replacement every 6 years. When was the tip floor last replaced?

Answer: According to GFL the tipping floor replacement was last year.

Question: The recycling volume appears to have decreased historically. Can we get the inbound volume for the recycling tons for Q1 2025? Do you expect that volume to return to the previous levels?

Answer: The City does not have this information.

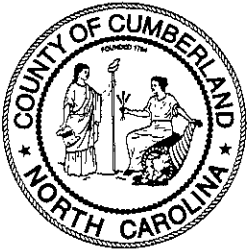
Bidder Acknowledgement:

Bidder Name (Print): _____

Bidder Signature: _____

Date of Signature: _____

THIS CERTIFICATION STATEMENT MUST REMAIN WITH THE ATTACHED COPY IN ORDER FOR IT TO BE CONSIDERED A LEGAL DOCUMENT



COUNTY of CUMBERLAND

Office of the Register of Deeds

J. Lee Warren, Jr.

Register of Deeds

State of North Carolina
County of Cumberland

I do hereby certify this to be a true copy of the attached document filed and recorded in the aforesaid county as evidenced in Instrument

Book No. 8244 Page No. 227 and ends with Page No. 237

Witness my hand and seal this 14 day of September, 2009.

J. LEE WARREN, JR.

Regina Frasier
DEPUTY/ASSISTANT/REGISTER OF DEEDS

P.O. Box 2039, Room 114, First Floor, Courthouse, Fayetteville, N.C. 28302-2039

Phone: 910-678-7775 Fax 910-323-1456 Email: getdeeds@infionline.net Website: www.ccrd.org

EX 8244 PG 0227

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
 REGISTER OF DEEDS

FILED Sep 14, 2009
 AT 02:08:00 pm
 BOOK 08244
 START PAGE 0227
 END PAGE 0237
 INSTRUMENT # 34394
 RECORDING \$42.00
 EXCISE TAX (None)

RF

Return to: City



North Carolina Department of Environment and Natural Resources

Division of Waste Management

Dexter R. Matthews

Director

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

Facility Permit No: 26-09T-Transfer-2009
 Permit to Construct and Operate
 City of Fayetteville Transfer Station
 August 17, 2009
 Doc ID: 8387
 Page 1 of 1

STATE OF NORTH CAROLINA
 DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
 DIVISION OF WASTE MANAGEMENT
 SOLID WASTE SECTION

SOLID WASTE TRANSFER FACILITY
Permit No. 26-09T-Transfer-2009

CITY OF FAYETTEVILLE, OWNER

and

WASTE INDUSTRIES, LLC, A subsidiary of WASTE INDUSTRIES USA, INC.,
OPERATOR

are all hereby issued a

PERMIT TO CONSTRUCT AND OPERATE

CITY OF FAYETTEVILLE TRANSFER STATION

Located at 583 Winslow Street, City of Fayetteville, Cumberland County, North Carolina, in accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules promulgated thereunder and subject to the conditions set forth in this permit. The legal description of the site is identified on the deeds recorded for this property listed in Attachment No. 1 of this permit.

DN: cn=Edward F. Mussler
 III, P.E., o=Solid Waste
 Section, ou=Permitting
 Branch, email=ed.
 mussler@ncdenr.gov, c=US
 Reason: I am approving this
 document
 Date: 2009.08.17 09:35:14
 -04'00'

Edward F. Mussler, III, P.E.,
 Permitting Branch Supervisor
 Solid Waste Section

ATTACHMENT 1

PART I: PERMITTING HISTORY

Permit Type	Date Issued
Original Issue Permit to Operate (PTO) No. 26-07T	June 8, 1994
Amendment No. 1	July 20, 1999
Original Issue Permit to Operate No. 26-09T	November 8, 2002
Amendment No. 1	May 31, 2007
Permit to Operate Service Area Modification [DIN6873]	February 25, 2009
Permit to Construct and Operate [DIN8003]	Jul 30, 2009
Administrative Modification to Service Area	August 17, 2009

PART II: LIST OF DOCUMENTS FOR THE APPROVED PLAN

1. *Facility Operations Plans for the BFI Fayetteville Transfer Station.* May 3, 1994. [DIN 6877]
2. *Letter Requesting PTO Amendment including amended Lease Agreement.* Prepared by: BFI Waste Systems of North America, Inc. June 8, 1999. [DIN 6878]
3. *Waste Industries, Solid Waste Transfer Station, City of Fayetteville, Operation Plan.* Prepared by: Waste Industries, Inc., Raleigh, NC. May 29, 2007. [DIN 6874]
4. *Waste Industries, Solid Waste Transfer Station, City of Fayetteville, Request for Permit Amendment Letter.* Prepared by: Waste Industries, Inc., Raleigh, NC. February 26, 2007. [DIN 6874]
5. *Waste Industries, Solid Waste Transfer Station, City of Fayetteville, Request for Modification Letter.* Prepared by: Waste Industries, Inc., Raleigh, NC. August 11, 2008. [DIN 6869]
6. *Application for Permit to Construct, City of Fayetteville Transfer Station.* Prepared for: Waste Industries, Inc., Raleigh, NC. Prepared by: Richardson Smith Gardner & Associates, Raleigh, NC. May 22, 2009. [DIN 7733]

PART III: PROPERTIES APPROVED FOR THE SOLID WASTE FACILITY

Cumberland County NC Register of Deeds			
Book	Page	Grantor	Tract
2664	600-612	Property of the E.A. Poe, III, Estate	8.5
3702	894-899	CSX Transportation, Inc.	0.9
			Total Site Acreage: 9.4

PART IV: GENERAL PERMIT CONDITIONS

1. This permit is issued by the North Carolina Department of Environment and Natural Resources, Division of Waste Management, Solid Waste Section (Section). In accordance with North Carolina Solid Waste Management Rule 15A NCAC 13B .0201(d), a solid waste management facility permit shall have two parts: a Permit to Construct and a Permit to Operate.
 - a. The Permit to Construct contained in Attachment 2 of this permit shall expire on January 30, 2011. The conditions of the Permit to Construct must be completed before the Permit to Operate contained in Attachment 3 of this permit shall take effect.
 - b. The Permit to Operate shall expire on July 30, 2014. Pursuant to 15A NCAC 13B .0201(g), no later than January 30, 2014, the owner or operator must submit a request to the Section for permit review and must update pertinent facility plans including but not limited to the facility operation and waste screening plans.
2. The persons to whom this permit is issued ("permittee") are the owners and operators of the solid waste management facility.
3. This permit shall not be effective until the certified copy of this permit which references legal descriptions for all land within the solid waste management facility boundary is recorded in the Register of Deeds office and indexed in the grantor index under the name of the owner of the land in the county or counties in which the land is located. The certified copy of the permit affixed with the Register's seal and the date, book, and page number of recording must be returned to the Section within 30 calendar days of issuance of this permit. If the Section does not receive the certified copy of the recorded permit within 30 calendar days of issuance of the permit, then and in that event, the permit is suspended and of no effect until the date the Section receives the certified copy of the recorded permit.
4. Intentionally Blank.
5. By beginning construction or receiving waste at this facility, the permittee shall be considered to have accepted the terms and conditions of this permit.
6. Construction and operation of this solid waste management facility must be in accordance with the Solid Waste Management Rules, 15A NCAC 13B, Article 9 of the Chapter 130A of the North Carolina General Statutes (NCGS 130A-290, et seq.), the conditions contained in this permit; and the approved plan. Should the approved plan and the rules conflict, the Solid Waste Management Rules shall take precedence unless specifically addressed by permit condition.
7. This permit is issued based on the documents submitted in support of the application for permitting the facility including those identified in Attachment 1, "List of Documents for Approved Plan," and which constitute the approved plan for the facility. Where discrepancies exist, the most recent submittals and the Conditions of Permit shall govern.

8. This permit may be transferred only with the approval of the Section through the issuance of a new or substantially amended permit in accordance with applicable statutes and rules. In accordance with NCGS 130A-295.2(g) the permittee shall notify the Section thirty (30) days prior to any significant change in the identity or business structure of either the owner or the operator including but not limited to a proposed transfer of ownership of the facility or a change in the parent company of the owner or operator of the facility.
9. The permittee is responsible for obtaining all permits and approvals necessary for the development of this project including approval from appropriate agencies for a General or Individual NPDES Stormwater Discharge Permit. Issuance of this permit does not remove the permittee's responsibilities for compliance with any other local, state or federal rule, regulation or statute.

- End of Section -

ATTACHMENT 2
CONDITIONS OF PERMIT TO CONSTRUCT

PART 1- TRANSFER FACILITY CONSTRUCTION CONDITIONS

1. Pursuant to the NC Solid Waste Management Rules (Rule) 15A NCAC 13B .0201(c) and (d)(1), this permit approves construction of the City of Fayetteville transfer facility in accordance with the approved plans listed in Attachment 1, Part II. Any revision or modification to these plans must be submitted to the NC Solid Waste Section (Section) for review and approval prior to installation, construction or implementation of the revision or modification.
2. Construction authorized by this Permit to Construct must commence within 18 months from the issuance date of this permit. If construction does not begin within 18 months from the issuance date of this permit, then the Permit to Construct shall expire.
 - a. The term Construction includes but is not limited to the issuance of construction contracts, mobilization of equipment to the site, clearing, grubbing and installation of sedimentation and erosion control structures.
 - b. Should construction not commence within the effective period of the Permit to Construct, the permittee may reapply for another Permit to Construct prior to the expiration date. The reapplication would be subject to the statutes and rules in effect at that time and additional fees.
3. Construction of the transfer facility must be in accordance with the approved plans, Attachment 1, Part II, Document 1. Any revision or modification to these plans shall be submitted to the Section for review and approval prior to installation, construction or implementation of the change, and may be subject to a permitting fee.

TRANSFER FACILITY PRE-OPERATION CONDITIONS:

4. The permittee must demonstrate that the facility is in compliance with the following requirements must be met prior to issuance of an approval to operate and prior to commencement of operations:
 - a. A site inspection shall be made by a representative of the Section.
 - b. A certification that the facility and related infrastructure was constructed in accordance with the approved plan must be submitted to the Division by the Project Engineer registered as a professional engineer in North Carolina.
 - c. Three (3) paper copies and one (1) electronic copy of the construction record drawings must be submitted to the Section for review and approval.
 - d. A copy of the erosion control/grading permit must be submitted to the Solid Waste Section. If changes to the proposed operation or facility layout are required due to the erosion

control/grading permits, those changes must be submitted to the Solid Waste Section for review and approval before implementation.

5. When the permittee demonstrates compliance with all Pre-Operation Conditions, a Section representative shall notify the Permitting Branch Supervisor in writing, either by letter or e-mail, that the conditions are met. The owner and operator shall be copied on the correspondence. The notification shall suffice as permission to operate as of the date of the notification.

- End of Section -

ATTACHMENT 3
CONDITIONS OF PERMIT TO OPERATE

PART I: OPERATING CONDITIONS

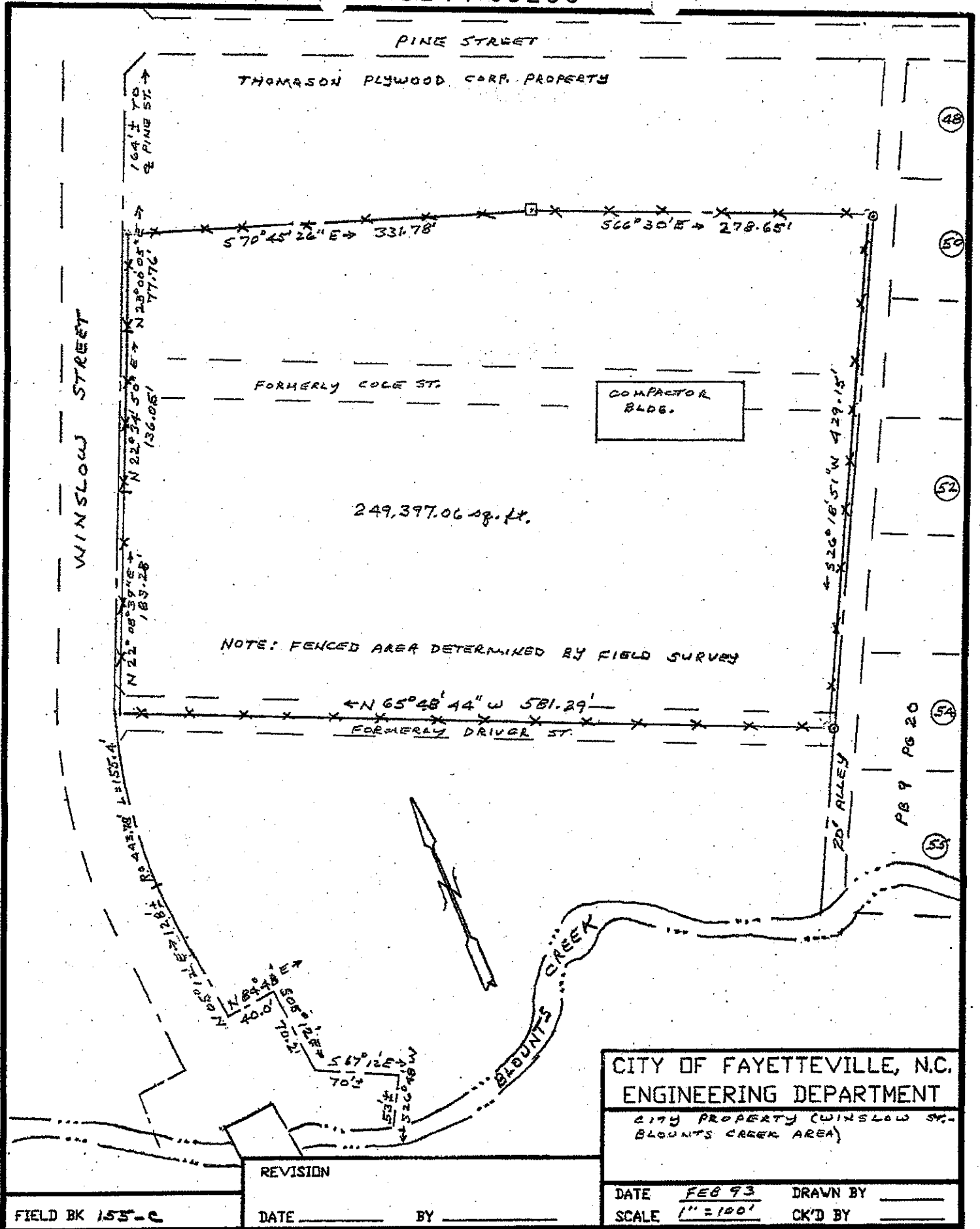
1. The City of Fayetteville is permitted to operate the existing facility located on the same property under the conditions contained in this Attachment 3 Permit to Operate until the conditions of the Attachment 2 Permit to Construct for the new facility are completed. Any reference made in any section of this permit to 'the operation of the facility' is applicable to either the proposed or the existing transfer facility.
2. Sixty days (60) prior to the date of initial operation of the new transfer facility, the owner or operator must submit a closure or operating plan describing the short- and long-term disposition of the existing transfer facility. Any solid waste management activity proposed for the existing facility after the new facility is activated must be submitted as an application for permit modification to the Solid Waste Section for review and approval prior to the initiation of those solid waste management activities.
3. The facility is permitted to receive and transfer municipal solid waste as defined in G.S. 130A-290 (a)(35) to approved disposal facilities.
4. The following, at a minimum, must not be accepted for disposal at the facility: hazardous waste, yard waste, liquid wastes, regulated medical waste, sharps not properly packaged, animal carcasses, regulated-asbestos containing material as defined in 40 CFR 61, PCB waste as defined in 40 CFR 761, and wastes banned from disposal in North Carolina by G.S. 130A-309.10(f).
5. This facility is permitted to receive municipal solid waste generated within the incorporated and unincorporated areas in the following counties: Bladen, Chatham, Columbus, Cumberland, Duplin, Durham, Franklin, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Orange, Richmond, Robeson, Sampson, Scotland, Wake and Wayne.
 - a. All waste received at the facility must be transported for disposal to the Waste Industries Sampson County Disposal, Inc., municipal solid waste landfill Permit No. 82-02 located in Roseboro, Sampson County, North Carolina.
 - b. Proposed changes to the service area or disposal facility must be submitted to the Section for review and approval and will be subject to a permit modification fee.
6. The permittee must not knowingly accept for transfer or cause the disposal of waste that is generated within the boundaries of a unit of local government that by ordinance:
 - a. Prohibits generators or collectors of waste from disposing of that type or form of waste.

- b. Requires waste generators or collectors to recycle that type or form of waste.
7. A responsible individual trained and certified in facility operations must be on-site at all times during all operating hours of the facility, in accordance with G.S. 130A-309.25.
 8. The permittee must develop, and use, a training and screening program at the facility for detecting and preventing unauthorized wastes from being accepted at the facility. At a minimum, the program must include:
 - a. Random inspections of incoming loads or other comparable procedures.
 - b. Records of all inspections.
 - c. Training of personnel to recognize hazardous, liquid and other excluded waste types.
 - d. Development of a contingency plan to properly manage any identified hazardous, liquid or other excluded or unauthorized wastes. The plan must address identification, removal, storage and final disposition of those wastes.
 9. The facility must not cause nuisance conditions.
 - a. The tipping floor and transfer trailer loading area must be maintained in a clean, sanitary condition at all times and must be cleaned at least daily in accordance with the approved Operational Plan.
 - b. Waste must be deposited only on the tipping floor or directly into a transfer container. Waste must not be stored on the tipping floor after operating hours.
 - c. Waste may be stored on-site in leak proof transfer trailers with watertight covers a maximum of 24 hours except that a minimal amount of waste may be stored for a maximum of 72 hours when the facility is closed during a weekend or holiday. Storage of the waste must not cause any nuisance including odor, attraction of vectors, litter or other nuisance condition.
 - d. Effective vector control measures must be applied at all times to control any potential vector including flies, rodents, insects, and other vermin.
 - e. Control measures must be utilized to minimize and eliminate visible dust emissions and blowing litter.
 - i. Fugitive dust emissions are prohibited.
 - ii. Windblown materials must be collected by the end of the day and windblown material must not be allowed to leave the facility boundary.
 10. All water that comes in contact with solid waste including vehicle wash-down water is leachate and must be captured and properly treated before release to the environment.

- a. The leachate control system, such as floor drains, leachate collection devices, sanitary sewer connections and leachate storage tanks, must be operational during facility operations.
 - b. The tipping floor must drain away from the building entrance and into the leachate collection system.
11. Copies of this permit, the approved plans and all records required to be maintained by the permittee must be maintained at the facility unless otherwise approved by the Section and made available to the Section upon request during normal business hours.
12. The permittee must maintain a record of the amount of solid waste received at the facility, including daily records of waste received and origins of the loads. Scales must be used to weigh the amount of waste received. The daily records are to be summarized into a monthly report for use in the required annual reports.
13. On or before August 1 annually, the Permittee must submit an annual facility report to the Solid Waste Section on forms prescribed by the Section.
- a. The reporting period shall be for the previous year beginning July 1 and ending June 30.
 - b. The annual facility report must list the amount of waste received in tons and be compiled:
 - i. On a monthly basis.
 - ii. By county, city or transfer station of origin.
 - iii. By specific waste type.
 - iv. By receiving disposal facility.
 - v. By diversion to alternative management facilities.
 - c. The completed report must be forwarded to the Regional Waste Management Specialist for the facility by the date due on the prescribed annual facility report form.
 - d. A copy of the completed report must be forwarded to each county manager for each county from which waste was received at the facility. Documentation that a copy of the report has been forwarded to the county managers must be sent to the Regional Waste Management Specialist by the date due on the prescribed annual facility report form.

PART II: MISCELLANEOUS SOLID WASTE MANAGEMENT CONDITIONS, (SPECIFY)
(Not Applicable)

- End of Permit Conditions -



BEGINNING at a point in the eastern margin of Winslow Street; said point being located approximately 164 feet from the centerline of Pine Street and running thence South 70 degrees 45 minutes 26 seconds East 331.78 feet to a point; thence South 66 degrees 30 minutes East 278.65 to a point; thence South 26 degrees 18 minutes 51 seconds West 429.15 feet to a point; thence North 65 degrees 48 minutes 44 seconds West 581.29 to a point in the eastern margin of Winslow Street; thence with said margin North 22 degrees 8 minutes 39 seconds East 183.28 feet to a point; thence North 22 degrees 34 minutes 50 seconds East 136.05 feet to a point; thence North 23 degrees 00 minutes 05 seconds East 77.76 feet to the point and place of BEGINNING. . .containing approximately 249,400 square feet.

The above description is a survey of the existing fence line within the City of Fayetteville Transfer Station Property.

For further history of title, see Deed Book 2664, Pages 600, 601, 606, 609, 610, 611 and 612 and Deed Book 2666, Page 128, Cumberland Country Registry of Deeds.

ARS



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

August 17, 2009

Gerald W. Dietzen
Solid Waste Director
City of Fayetteville
455 Grove Street
Fayetteville, NC 28301-0925

John Pflieger
Environmental & Safety Specialist
Waste Industries
3301 Benson Drive, Suite 601
Raleigh, NC 27609

Re: Administrative Modification to Construct (New) and Operate (Existing and New)
City of Fayetteville Transfer Station
Cumberland County, North Carolina
Permit No. 26-09T
Doc ID No. 8386

Dear Mr. Dietzen and Mr. Pflieger:

Enclosed is the above referenced Modified Permit [DIN 8387] to Construct a new transfer station at the present location and to Operate the existing and new stations under certain conditions contained in the permit. Please review the document carefully and contact me with any discrepancies.

An administrative modification to the permit was made to correct the service area consistent with the service area in the application.

Thank you for your cooperation in this matter. If you have questions about the permit conditions or questions arise during operation, please contact either me at 919.508.8498 or Drew Hammonds, Environmental Senior Specialist for the facility, at 910.433.3351.

Sincerely,

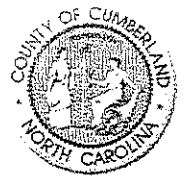
Geoffrey H. Little
NC-DENR Division of Waste Management Solid
Waste Section
2009.08.17 14:56:24 -04'00'

Geoffrey H. Little
Environmental Engineer

c: Paul Crissman, DWM
Ed Mussler, DWM

Drew Hammonds, DWM
Ellen Lorscheider, DWM

Enclosure



J. Lee Warren, Jr.
Cumberland County Register of Deeds
 117 Dick Street
 P.O. Box 2039
 Fayetteville, NC 28302

Receipt For : CIT OF FAYETTEVILLE

Instrument Type : PERMIT
 Instrument # : 34394
 1st Grantor : CITY OF FAYETTEVILLE

Receipt # : 2009-131363
 Date : 09/14/2009 02:08:00pm
 Book/Page: 08244 / 0227-00237 Pages : 11
 Document : 1 of 1

Description:

Description	Qty	Unit Cost	Extended
MISC DOC - 1st page	1	12.00	12.00
MISC DOC ADDN PAGES	10	3.00	30.00
Document 1			42.00
Grand Total			42.00
Cash			-42.00
Balance			0.00

TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT

THIS TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT (this "Agreement") is dated and made effective this 18th day of AUGUST, 2009, by and between the CITY OF FAYETTEVILLE, North Carolina (hereinafter "CITY"), and WASTE INDUSTRIES, LLC, a North Carolina limited liability company (hereinafter "WASTE INDUSTRIES");

WITNESSETH:

WHEREAS, the CITY and Sampson County Disposal, LLC, entered into a Lease Agreement dated July 15, 2002, for the transfer facility (the "Existing Facility" and some surrounding property (the "Existing Lease")); and

WHEREAS, Sampson County Disposal, LLC, is an affiliate of WASTE INDUSTRIES;
and

WHEREAS, the Existing Lease for the Existing Facility expired on July 31, 2007, and WASTE INDUSTRIES opted to extend the Existing Lease for an additional five (5) years; and

WHEREAS, WASTE INDUSTRIES currently uses the Existing Facility for tipping commercial solid waste hauled to Sampson County Disposal, LLC, Roseboro, North Carolina;
and

WHEREAS, the Existing Facility and equipment have surpassed their useful life and are no longer adequate to continue functioning as a transfer facility.

NOW, THEREFORE, it is mutually agreed and understood between the parties as follows:

1. **Construction of New Transfer Station.** WASTE INDUSTRIES will construct a new transfer facility (the "New Facility") located at 583 Winslow Street, Fayetteville, NC as further described in Section 2 below at its own cost in accordance with a plan and schedule provided by WASTE INDUSTRIES and approved by the CITY, which approval will not be unreasonably withheld. Completion of the New Facility will be evidenced by execution by both parties of a Certificate in substantially the form attached hereto as Exhibit A, certifying the completion date of the New Facility (the "Completion Date"). WASTE INDUSTRIES will dismantle and dispose of the Existing Facility at its own cost, in accordance with a demolition plan and schedule provided by WASTE INDUSTRIES and approved by the CITY, which approval will not be unreasonably withheld.

2. **Lease of New Facility.** The CITY hereby leases, and WASTE INDUSTRIES hereby takes and rents from CITY, the premises described in Exhibit B, consisting of a legal description and site plan, attached hereto and made a part hereof, together with all improvements located thereon (including, without limitation, the Existing Facility and, from and after the

Completion Date, the New Facility) and all easements, rights, licenses and permits appurtenant thereto the ("Premises"). The Existing Lease shall be superseded and replaced in its entirety by this Agreement on and as of the date hereof.

3. **Lease of Equipment.** In addition, CITY leases unto WASTE INDUSTRIES, and WASTE INDUSTRIES takes and rents from CITY, the items of personal property, plus any replacements or additions thereto, described in Exhibit C attached hereto and made a part hereof (the "Equipment").

4. **Term.** This Agreement shall be effective upon the date hereof and shall terminate on the date that is fifteen (15) years after the Completion Date ("Term"). The parties may extend the Term for an additional five (5) year period (the "Renewal Term") by mutual agreement not less than ninety (90) days prior to expiration of the Term. The Renewal Term, if applicable, will be included in the definition of "Term". Prior to expiration of the Term, including the Renewal Term, if any, CITY, subject to its obligation as a public body to make the Premises and Equipment available to other potential lessees, agrees to negotiate in good faith with WASTE INDUSTRIES regarding further renewals. Should the renewal or extension not be signed by the expiration of the Term, this Agreement will continue on a month-to-month basis at rates existing at the time of the expiration.

5. **Rental Amount.** Beginning on the date of this Agreement, WASTE INDUSTRIES shall pay rent to CITY the sum of Two Thousand Five Hundred Dollars (\$2,500) per month. Beginning on the Completion Date, WASTE INDUSTRIES shall pay the following monthly rent to CITY, with Year 1 beginning on the Completion Date and each subsequent year beginning on the next following anniversary of the Completion Date:

Year 1	\$3,300.00
Year 2	\$3,630.00
Year 3	\$3,993.00
Year 4	\$4,392.00
Year 5	\$4,831.00

Thereafter, the monthly rent amount will increase on each subsequent anniversary of the Completion Date by the annual percentage increase in the Consumer Price Index All Urban Consumers, All Items, South Urban Group, 50,000-450,000 population, as published by Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the most recently available 12-month period. In the event that the publication of the CPI is hereafter discontinued, the parties will designate a comparable index to be used in lieu thereof for purposes of this Agreement. All such rent payments to be due and payable in advance no later than the 10th day of each calendar month for and during the Term and any extensions thereof.

6. **Fire Insurance.** WASTE INDUSTRIES shall carry at all times during the Term, at WASTE INDUSTRIES' expense, fire insurance with extended coverage insuring against loss or damage to the buildings and/or other improvements making up the New Facility, as well as the Equipment located at the New Facility in an amount equal to the full insurable value thereof. CITY will continue to provide such insurance on the Existing Facility and equipment as set forth

in the Existing Lease until the Existing Facility is dismantled and disposed of as set forth herein. WASTE INDUSTRIES, at its own expense, shall insure its own trade fixtures and personal property against any loss by fire, theft, vandalism or any other physical damage. The CITY will be listed as a certificate holder on such insurance policies and shall be provided copies of all renewals or notices of cancellation of policies.

7. **Trade Fixtures.** Notwithstanding the foregoing, WASTE INDUSTRIES shall be permitted to install, subject to compliance with all applicable federal, state, and local statutory or common law, ordinance, rule, or regulation, whether now in existence or established or enacted in the future, its trade fixtures on the Premises (including, without limitation, a new/additional set of scales), and WASTE INDUSTRIES shall be permitted to remove said new trade fixtures from the Premises at any time. Any trade fixtures currently existing on the property that are the property of the CITY, including but not limited to the existing set of scales, shall either be returned to the CITY or the CITY shall receive reimbursement from WASTE INDUSTRIES for their current value should they be damaged or destroyed, ordinary wear and tear excepted.

8. **Improvements and Repairs.** WASTE INDUSTRIES shall, at WASTE INDUSTRIES' expense, perform all regular maintenance of the Premises and the Equipment and all parts thereof as required to keep the same in good condition and working order, ordinary wear and tear excepted. Notwithstanding the foregoing, WASTE INDUSTRIES assumes financial responsibility to make all improvements and repairs, if any, to the paved surfaces and apron areas located on Premises and to keep same in good condition, ordinary wear and tear excepted. WASTE INDUSTRIES shall submit to CITY every six (6) months a written report of all material maintenance activity with respect to the Existing Facility and, from and after the Completion Date, the New Facility.

At the expiration or earlier termination of this Agreement, subject to the provisions of Section 16, WASTE INDUSTRIES shall surrender the Equipment and Premises to CITY in good order and condition, except for ordinary wear and tear and damage by insured casualty (the proceeds of which shall be applied to the repair or replacement of the same). Subject to the provisions of Section 16, upon the expiration of this Agreement, all improvements shall become the property of the CITY.

9. **Indemnification.** Except to the extent of the negligent acts or omissions or willful misconduct of CITY, or its contractors, agents, or employees, WASTE INDUSTRIES shall indemnify and hold CITY, its elected officials, directors, officials, employees and agents harmless from and against liability for losses, expenses, demands and claims in connection with, arising out of or resulting from (a) the negligence of WASTE INDUSTRIES, its contractors, agents, and employees, in the use of the Premises and the Equipment and in the performance of this Agreement, or (b) breach by WASTE INDUSTRIES of any term, condition, covenant, representation or warranty of this Agreement.

Except to the extent of the negligent acts or omissions or willful misconduct of WASTE INDUSTRIES, or its contractors, agents, or employees, CITY shall indemnify and hold WASTE INDUSTRIES, its members, managers, officers, directors, employees and agents harmless from and against liability for losses, expenses, demands and claims, to the extent allowed by

applicable law, in connection with, arising out of or resulting from (a) the negligence of CITY, its contractors, agents, and employees in the performance of this Agreement, or (b) breach by the CITY of any term, condition, covenant, representation or warranty of this Agreement.

Notwithstanding the foregoing, CITY and WASTE INDUSTRIES each waive any claims each may have against the other arising out of personal injury or damage to property to the extent of recovery received by such party pursuant to the insurance required to be carried hereunder.

10. **Insurance.**

(a) WASTE INDUSTRIES shall obtain all insurance required under this paragraph and such insurance shall be subject to approval by CITY, which approval will not be unreasonably withheld. All insurance policies shall be written by insurers licensed to do business in North Carolina. CITY reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A. WASTE INDUSTRIES shall not allow any subcontractors, agents, or employees access to the Premises and Equipment until all such insurance has been so obtained and approved.

The insurance required for this Agreement is as follows:

(i) Commercial General Liability ISO #CG 00 01 10 93: WASTE INDUSTRIES shall take out and maintain during the Term of this Agreement commercial general liability insurance with limits of \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate other than products/completed operations; \$2,000,000.00 aggregate for products/completed operations.

(ii) Automobile Liability ISO #CA 00 01 12 93: WASTE INDUSTRIES shall take out and maintain during the Term of this Agreement automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage for owned, non-owned, and hired automobiles.

(iii) Workers' Compensation and Employers' Liability Insurance: WASTE INDUSTRIES shall take out and maintain during the term of this Agreement workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$1,000,000.00 each accident, \$1,000,000.00 policy limit, and \$1,000,000.00 each employee for all employees employed. In case any employee(s) engaged under this Agreement is or are not protected under the Workers' Compensation Statute, WASTE INDUSTRIES shall provide adequate coverage for the protection of employees not otherwise protected.

(b) The CITY shall obtain and maintain during the Term of this Agreement commercial general liability insurance pursuant to N.C.G.S. § 160A-485 with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, subject to approval by WASTE INDUSTRIES, which approval will not be unreasonably withheld. All insurance policies shall be written by insurers licensed to do business in North Carolina. WASTE INDUSTRIES

reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A.

11. **Other Insurance Provisions.**

(a) Any deductible or self-insured retention must be declared to and approved by CITY. CITY acknowledges that WASTE INDUSTRIES has informed it that there is a \$100,000 deductible on the insurance referenced in Subsections 10(a)(ii) and (iii) above, and a \$25,000 deductible on the insurance referenced in Subsection 10(a)(i) above.

(b) The policies are to contain, or be endorsed to contain, the following provisions:

(1) **Commercial General Liability Coverage.** CITY's officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of WASTE INDUSTRIES; products and completed operations of WASTE INDUSTRIES; premises owned, leased, or used by WASTE INDUSTRIES; or automobiles owned, leased, hired or borrowed by WASTE INDUSTRIES. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officials, employees or volunteers.

(2) WASTE INDUSTRIES' insurance coverage shall be primary insurance as respects the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be excess of WASTE INDUSTRIES' insurance and shall not contribute with it.

(3) Coverage shall state that WASTE INDUSTRIES' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville
Attention: City Manager
433 Hay Street
Fayetteville, NC 28301-5537

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, and volunteers. In the event CITY is damaged by the failure of WASTE INDUSTRIES to maintain such insurance and to so notify CITY, WASTE INDUSTRIES shall bear all reasonable costs properly attributable thereto.

(d) WASTE INDUSTRIES shall require that all contractors and subcontractors engaged by WASTE INDUSTRIES shall meet the insurance obligations set forth in Section 10(a).

(e) Any insurance coverage required by the terms of this Agreement and purchased by WASTE INDUSTRIES for the protection of CITY shall not be deemed a contract of insurance purchased by CITY pursuant to N.C.G.S. § 160A-485.

12. **Records Access and Retention Requirements.** WASTE INDUSTRIES, in order for CITY to validate host fees, tonnage data, and complete federal and State regulatory reports and plans, shall give any duly authorized representative of CITY access to any and all records which are directly pertinent to this specific Agreement for proper review requirements. CITY's access rights shall not extend to WASTE INDUSTRIES' client list or other confidential information but shall include, at a minimum, the number of tons passing through the transfer station each day. CITY shall keep any information obtained pursuant to the preceding paragraph confidential, provided, however, that WASTE INDUSTRIES acknowledges that CITY is subject to the North Carolina Public Records Act (Chapter 132 of the General Statutes). Access will be provided during normal business hours and CITY may request copies of any or all records and may conduct audits of said pertinent records at CITY's expense. WASTE INDUSTRIES and its subcontractors agree to maintain all records required during the course of this Agreement for a period of not less than three (3) years for review by CITY.

13. **Inspection.** WASTE INDUSTRIES shall permit the CITY to access the facility at all times, including, but not limited to, maintenance and safety inspections.

14. **Condemnation.** If any portion of the Premises or Equipment shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as to the portions taken as of the date the first notice of such taking is given to WASTE INDUSTRIES, such notice to be provided by CITY as soon as CITY is aware of such taking. If the portion so taken is such as to render the remaining portion of the Premises or the Equipment unsuitable for WASTE INDUSTRIES' intended use, then WASTE INDUSTRIES, at its option, may terminate this Agreement by giving written notice to CITY within thirty (30) days of the date WASTE INDUSTRIES receives notice of the taking, and such taking or condemnation shall be deemed an Event of Default subject to Section 15(b)(i) hereof. If WASTE INDUSTRIES does not terminate this Agreement and the amount of condemnation award equals or exceeds the cost of repair, CITY, if there is adequate real estate remaining, shall promptly rebuild or repair the damaged portion. During the rebuilding, rent shall abate and thereafter shall abate proportionately. WASTE INDUSTRIES shall be entitled to such portion of the condemnation award as permitted by law. At the time of execution of this Agreement, CITY is not aware of any pending or threatened condemnation actions that would affect the Premises.

15. **Default.**

(a) Any one and more of the following shall constitute an Event of Default by WASTE INDUSTRIES hereunder:

(i) WASTE INDUSTRIES makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.

(ii) The failure of WASTE INDUSTRIES to pay any undisputed sum due from it in accordance with the provisions of this Agreement within thirty (30) days after written notice thereof from CITY; or

(ii) The breach by WASTE INDUSTRIES of any material provision of this Agreement, which breach is reasonably likely to cause material harm to the CITY, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from CITY, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, WASTE INDUSTRIES shall have a reasonable time thereafter within which to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by WASTE INDUSTRIES hereunder beyond any applicable cure period, in lieu of termination, the CITY shall have the right to remedy the condition giving rise to the default, and WASTE INDUSTRIES shall reimburse CITY for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of CITY under the terms of this Agreement.

(b) Any one and more of the following shall constitute an Event of Default by the CITY hereunder:

(i) A taking or condemnation of the Premises by the City for a public or quasi-public use, that renders the Premises or the Equipment unsuitable for WASTE INDUSTRIES' intended use;

(ii) The breach by the CITY of any material provision of this Agreement, which breach is reasonably likely to cause material harm to WASTE INDUSTRIES, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from WASTE INDUSTRIES, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, the CITY shall have a reasonable time

thereafter within which to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by CITY hereunder beyond any applicable cure period, in lieu of termination, WASTE INDUSTRIES shall have the right to remedy the condition giving rise to the default, and CITY shall reimburse WASTE INDUSTRIES for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of WASTE INDUSTRIES under the terms of this Agreement.

(c) Upon the occurrence of any Event or Default as set forth above, or at any time thereafter, the nondefaulting party shall have the right, at its option, to terminate this Agreement by giving notice of termination to the defaulting party not less than thirty (30) days prior to the effective date of such termination, subject, in the case of termination by WASTE INDUSTRIES due to an Event of Default by the CITY, to the terms of Section 16 below. In addition to the right to terminate this Agreement as provided herein, the nondefaulting party may exercise and pursue any and all rights and remedies against the defaulting party that the nondefaulting party may have at law or in equity.

16. **Early Termination.** With respect to any termination of this Agreement prior to the end of the initial fifteen (15) year Term by WASTE INDUSTRIES due to an Event of Default by CITY as set forth in Section 15 above, CITY shall be required to pay WASTE INDUSTRIES one hundred ten percent (110%) of the amount of the remaining unamortized actual cost to WASTE INDUSTRIES of constructing the New Facility, including tear down and disposal of the Existing Facility, which amount will be capped at \$1,500,000 (the "Cost of Construction"). For purposes of the above calculations, the amortization period will be deemed to be fifteen years and the amortization will be straight-lined during such period, with equal amounts amortized each month for one hundred eighty (180) months beginning on the Completion Date. This Section will survive termination of this Agreement. Within sixty (60) days following completion of all work on the New Facility, including destruction and disposal of the Existing Facility, WASTE INDUSTRIES will make available to CITY the total actual amount of costs incurred.

17. **Law Applicable.** WASTE INDUSTRIES and CITY each agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, and units of local government. This Agreement shall be interpreted under and governed by the laws of the State of North Carolina.

18. **Assignment.** WASTE INDUSTRIES shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performances herein, nor subcontract without first obtaining the CITY's written approval, which shall not be unreasonably withheld, conditioned, or delayed. WASTE INDUSTRIES shall have the right to assign its contract rights hereunder in the event of WASTE INDUSTRIES' merger or consolidation with another entity, or in the event of the sale of all or substantially all of the assets of WASTE INDUSTRIES.

19. **Taxes.** Should any governmental authority having jurisdiction over the Premises other than CITY declare or otherwise assess any ad valorem tax on leases or leaseholds, then in

any of such events, all taxes so declared or charged shall be the obligation of WASTE INDUSTRIES.

20. **Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by CITY and WASTE INDUSTRIES and by their respective successors and assigns. All negotiations and agreements of CITY and WASTE INDUSTRIES are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the CITY and WASTE INDUSTRIES.

21. **Notices and Written Consents.** All notices and written consents required under this Agreement shall be in writing and shall only be deemed properly served when (a) posted by certified United States mail, postage prepaid, return receipt requested; (b) addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing; and (c) deemed served upon receipt:

To CITY: City of Fayetteville
City Manager's Office
City Hall
433 Hay Street
Fayetteville, NC 28301

To WASTE INDUSTRIES: Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: President

22. **Utilities.** WASTE INDUSTRIES shall contract in its own name for water, sewer, electricity, telephone, natural gas, and any other utilities used or consumed on the Premises, and shall pay for such utility services when the statements for the same are due.

23. **Covenant of Title and Quiet Enjoyment.** CITY covenants and warrants to WASTE INDUSTRIES that CITY has full right and lawful authority to enter into this Agreement for the Term hereof and that WASTE INDUSTRIES' quiet and peaceable enjoyment of the Premises and the Equipment shall not be disturbed by anyone.

24. **Construction of Agreement.** This Agreement shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same. Any place in this Agreement where the consent of either party is required, such consent shall not unreasonably be withheld, conditioned, or delayed.

25. **Hazardous Substances.**

(a) CITY warrants and represents that as of the date of execution of this Agreement, the Premises are in compliance with all Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any federal, state, or local statutory or common

law, ordinance, rule or regulation, relating to pollution or protection of the environment, including, without limitation, any common law or nuisance or trespass, and any law, rule, or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic, or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or hazardous substances or waste.

(b) WASTE INDUSTRIES or, as the case may be, CITY shall promptly give to the other party hereto written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any breach of any Environmental Laws of which WASTE INDUSTRIES or CITY has actual knowledge.

(c) WASTE INDUSTRIES agrees to indemnify and hold harmless CITY, its elected officials, officers, directors, employees, successors and assigns from and against any loss, cost, expense, liabilities or claims resulting from the breach of any Environmental Laws on or about the Premises which contaminate air, soils, surface waters, or ground waters over or under the Premises to the extent caused by WASTE INDUSTRIES or its employees, agents, or contractors. CITY agrees to indemnify and hold harmless WASTE INDUSTRIES, its officers, directors, employees, successors and assigns from and against any loss, cost, expense, liabilities or claims, to the extent allowed by applicable law, resulting from the breach of any Environmental Laws on or about the Premises which contaminate air, soils, surface waters, or ground waters over or under the Premises to the extent such breach occurred prior to the date of this Agreement or that of the Existing Lease with Waste Industries or is caused by CITY or its employees, agents, or contractors.

(d) If, during construction of the New Facility, including during the site review and preparation stage, WASTE INDUSTRIES or its environmental engineers identify issues that evidence non-compliance with Environmental Laws, to the extent not contributed to by WASTE INDUSTRIES, WASTE INDUSTRIES will notify the CITY of such non-compliance and provide its proposal for remediation. All liabilities, costs and expenses associated with such non-compliance, including those related to remediation, will be retained by CITY to the extent not contributed to by WASTE INDUSTRIES. CITY authorizes WASTE INDUSTRIES to take action to cause the remediation of such non-compliance and CITY will promptly reimburse WASTE INDUSTRIES for its reasonable costs and expenses in connection therewith. Once construction is complete, if evidence of non-compliance with Environmental Laws that appears to pre-date construction is discovered, to the extent not contributed to by WASTE INDUSTRIES, the CITY will retain all liability and the same process as set forth above with respect to remediation will be followed.

26. **Memorandum of Lease.** At the request of WASTE INDUSTRIES, CITY will execute in customary form a Memorandum of Lease for recording in the Cumberland County Registry.

27. **Special Stipulations.**

(a) WASTE INDUSTRIES agrees to pay a "host fee" to CITY of \$0.60 per ton for the first 115,000 tons of solid waste delivered to the Premises per year and \$1.00 per ton for any additional tons of solid waste delivered to the Premises per year. The "host fees" shall be adjusted by the CPI category described in Section 5 of this Agreement on an annual basis beginning on the first anniversary of the Completion Date.

(b) WASTE INDUSTRIES agrees that it will reasonably cooperate with CITY to help design transportation routes that attempt to minimize the material adverse effects, if any, of WASTE INDUSTRIES' hauling vehicles and transfer trucks on local property owners near the Premises. WASTE INDUSTRIES will also use commercially reasonable efforts to inform and, to the extent reasonably practicable, require, that third-party haulers making deliveries to the Premises use the same "preferred" routes (for example, requiring in delivery contracts that certain routes, rather than others, be used).

(c) WASTE INDUSTRIES agrees to continue to employ a minimum of three (3) employees to man the New Facility and agrees to add one (1) employee for every additional 60,000 tons of waste transferred annually above the rate as of the signing of this Agreement.

(d) The agreements contained in this Section 27 shall terminate upon the expiration or earlier termination of this Agreement.

28. **Transfer Station Permit.** WASTE INDUSTRIES' obligations under this Agreement are at all times conditioned upon WASTE INDUSTRIES having obtained and maintaining for the Premises, and WASTE INDUSTRIES' use thereof, all such permits and licenses for operating a municipal solid waste transfer station as may be required by the State of North Carolina and any other applicable governmental authorities.

29. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by CITY or WASTE INDUSTRIES, neither CITY nor WASTE INDUSTRIES shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strike, fire, unusually adverse and catastrophic weather, embargoes, or any other cause beyond the reasonable control of CITY or WASTE INDUSTRIES, as the case may be, and occurring without the negligence or fault of the party seeking relief hereunder, but excluding any delays caused by or resulting from the financial condition or the unavailability or cost of funds of either party.

30. **Severability.** The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with purposes of this Agreement and the requirements of applicable law.

[The next page is the signature page.]

IN WITNESS WHEREOF, CITY and WASTE INDUSTRIES have signed this Agreement this day and year first above written.

CITY OF FAYETTEVILLE



By:



DALE E. IMAN, City Manager

ATTEST:


RITA PERRY, City Clerk

WASTE INDUSTRIES, LLC

By:


Michael J. Durham, Vice President

APPROVED AS TO FORM:


KAREN M. MCDONALD, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Jennifer K. Penfield, a Notary Public for said County and State, do hereby certify that RITA PERRY personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its CITY MANAGER, DALE E. IMAN, sealed with its corporate seal and attested by RITA PERRY as its CITY CLERK.

WITNESS my hand and Notarial Seal, this the 18th day of August, 2009.



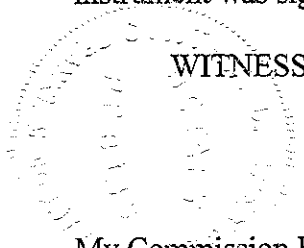
Jennifer K. Penfield
NOTARY PUBLIC

My Commission Expires: 6/28/2012

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Cynthia D. Spencer, a Notary Public for said County and State, do hereby certify that MICHAEL J. DURHAM personally appeared before me this day and acknowledged that he is the VICE PRESIDENT of WASTE INDUSTRIES, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him by and on behalf of the limited liability company.

WITNESS my hand and Notarial Seal, this the 2nd day of Sept., 2009.



Cynthia D. Spencer
NOTARY PUBLIC

My Commission Expires: 4-16-11

EXHIBIT A

COMPLETION CERTIFICATE

The undersigned hereby certify that the transfer station constructed at _____ has been completed in accordance with the plans and specifications and has received all approvals and permits necessary to be open for business as of this ____ day of _____, _____, which date shall be the "Completion Date" under the Transfer Station Construction, Operation and Lease Agreement dated _____, 2009 between the undersigned.

CITY OF FAYETTEVILLE

By: _____
DALE E. IMAN, City Manager

ATTEST:

CANDICE H. WHITE, City Clerk

WASTE INDUSTRIES, LLC

By: _____
MICHAEL J. DURHAM, Vice President

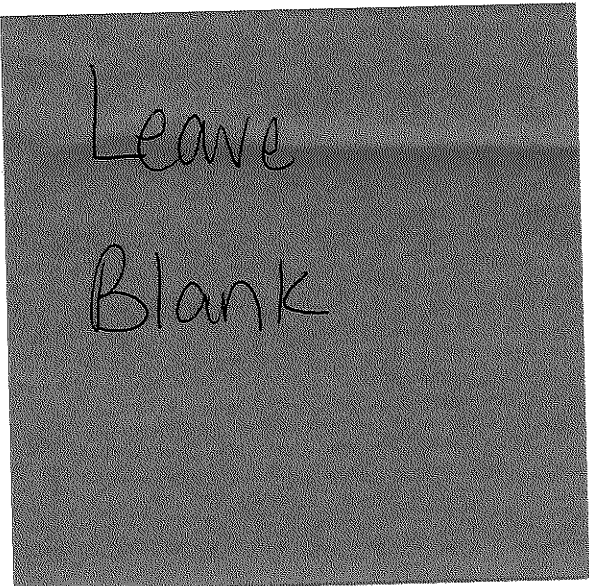


EXHIBIT B
PREMISES

PINE STREET

THOMASON PLYWOOD CORP. PROPERTY

164.1' TO
PINE ST.

N 23° 00' 05" E
77.76'

N 22° 34' 50" E
136.05'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

N 22° 08' 59" E
185.25'

S 70° 45' 26" E → 331.78'

S 66° 30' E → 278.65'

FORMERLY LOGE ST.

COMPACTOR
BLDG.

249,397.06 sq. ft.

NOTE: FENCED AREA DETERMINED BY FIELD SURVEY

← N 65° 48' 44" W 581.29'

FORMERLY DRIVER ST.

S 26° 16' 51" N 429.15'

20' ALLEY

PB 9 PG 20

WINSLOW STREET

WINSLOW STREET

WINSLOW STREET

WINSLOW STREET

WINSLOW STREET



BLOUNTS CREEK

CITY OF FAYETTEVILLE, N.C.
ENGINEERING DEPARTMENT

CITY PROPERTY (WINSLOW ST.-
BLOUNTS CREEK AREA)

REVISION

DATE _____ BY _____

DATE FEB 93 DRAWN BY _____

SCALE 1" = 100' CK'D BY _____

FIELD BK 155-C

48

50

52

54

56

BEGINNING at a point in the eastern margin of Winslow Street; said point being located approximately 164 feet from the centerline of Pine Street and running thence South 70 degrees 45 minutes 26 seconds East 331.78 feet to a point; thence South 66 degrees 30 minutes East 278.65 to a point; thence South 26 degrees 18 minutes 51 seconds West 429.15 feet to a point; thence North 65 degrees 48 minutes 44 seconds West 581.29 to a point in the eastern margin of Winslow Street; thence with said margin North 22 degrees 8 minutes 39 seconds East 183.28 feet to a point; thence North 22 degrees 34 minutes 50 seconds East 136.05 feet to a point; thence North 23 degrees 00 minutes 05 seconds East 77.76 feet to the point and place of BEGINNING. . .containing approximately 249,400 square feet.

The above description is a survey of the existing fence line within the City of Fayetteville Transfer Station Property.

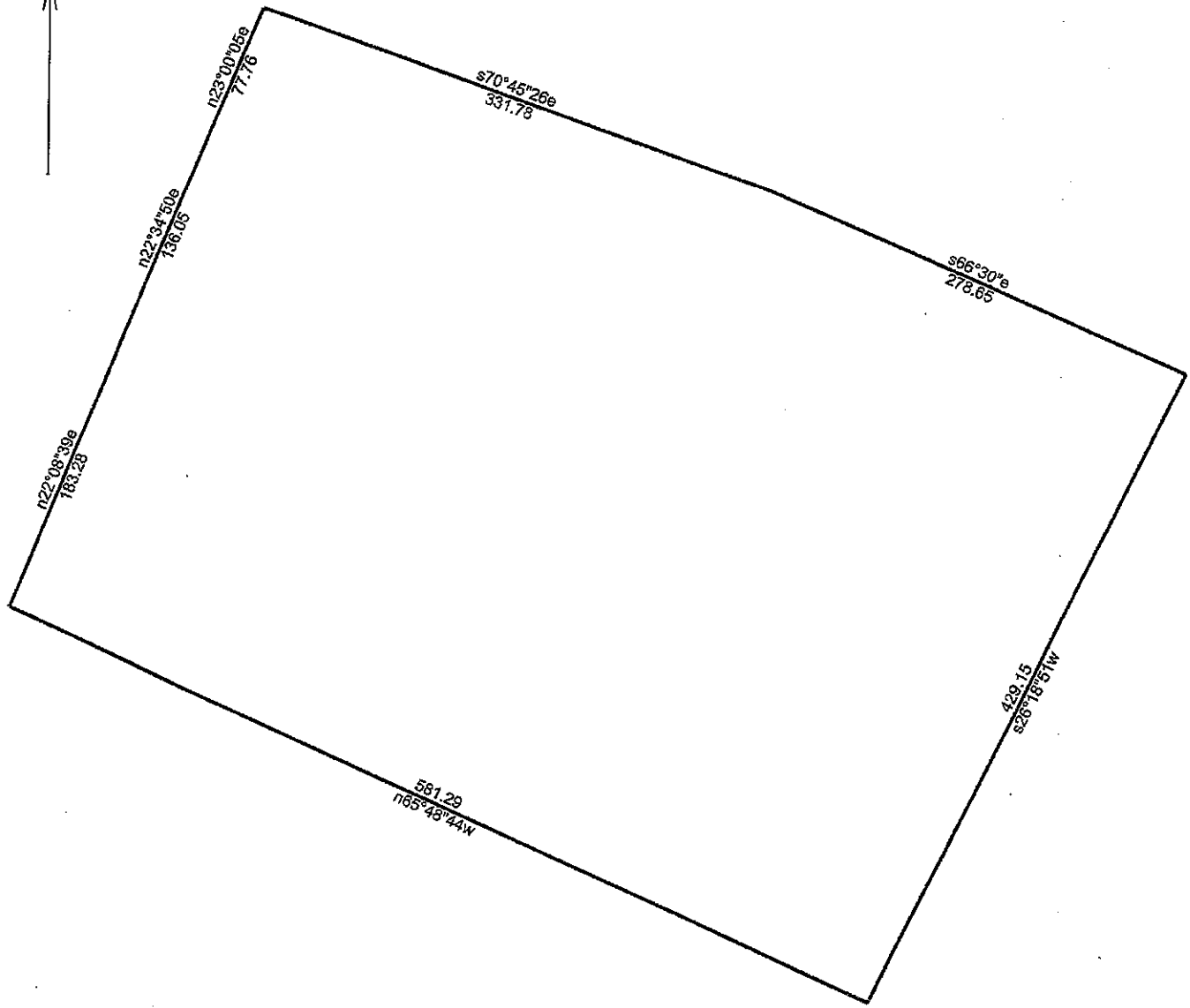
For further history of title, see Deed Book 2664, Pages 600, 601, 606, 609, 610, 611 and 612 and Deed Book 2666, Page 128, Cumberland Country Registry of Deeds.

ARS

EXHIBIT C

INSERT DESCRIPTION OF ITEMS OF PERSONAL PROPERTY,
PLUS ANY REPLACEMENTS OR ADDITIONS

- 1 Below Ground Truck Scale



8/10/2009

Scale: 1 inch= 100 feet

File:

Tract 1: 5.7254 Acres (249399 Sq. Feet), Closure: n23.0147e 0.01 ft. (1/280943), Perimeter=2018 ft.

- 01 s70.4526e 331.78
- 02 s66.30e 278.65
- 03 s26.1851w 429.15
- 04 n65.4844w 581.29
- 05 n22.0839e 183.28
- 06 n22.3450e 136.05

07 n23.0005e 77.76