



Advanced Disposal

Execution Version

May __, 2017

Town of Huntersville, North Carolina
Attention: Town Manager
Post Office Box 664
Huntersville, NC 28070

Re: Agreement for Services – Town of Huntersville (the “Town”) and Advanced Disposal Services Carolinas, LLC (“Advanced”) – Residential Solid Waste, Recyclable and Yard Waste Collection Services, dated as of May 2, 2016 (the “Contract”).

We are pleased to advise that Advanced recently agreed to sell certain of its assets (the “Sale”) to Waste Connections of North Carolina, Inc. (“Waste Connections”). The Contract identified above is among the assets proposed to be sold to Waste Connections as part of the Sale. We are confident that Waste Connections will continue the business relationship embodied in the Contract and will continue to provide services to the Town at the highest level.

The Sale will constitute an assignment of the Contract (the “Assignment”) requiring the Town’s consent. Accordingly, we kindly request that the Town acknowledge and consent to the Assignment. Specifically, by signing this letter, the Town: (i) acknowledges and consents to the Assignment; (ii) waives any right to terminate the Contract as a result of the Assignment; (iii) acknowledges and ratifies the terms of the Contract; (iv) identifies and recognizes Waste Connections as the “Contractor” pursuant to the Contract upon the assignment of the Contract and closing of the Sale; (v) acknowledges that Advanced will no longer be responsible for the performance of the Contract upon the assignment of the Contract and Closing of the Sale; (vi) acknowledges and confirms that the Town is not in default or breach of any term or provision of the Contract; (vii) acknowledges that the Contract will continue in full force and effect in accordance with its terms following the Assignment; and (viii) acknowledges and confirms that there is no outstanding defense, offset, claim or counterclaim by or in favor of the Town against Advanced under the Contract or against the obligations of Advanced under the Contract. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between Advanced and the Town in accordance with its terms.

Waste Connections acknowledges and agrees that, at or prior to the consummation of the Sale, Waste connections will (i) provide the Town with a surety bond to replace the surety bond currently posted with the Town by Advanced; and (ii) cause its parent corporation, Waste Connections, Inc., to execute a guaranty of Waste Connection’s obligations under the Contract. Waste Connections further acknowledges and agrees that, from and after the consummation of the Sale, it will accept assignment of the Contract and perform its work under the Contract in accordance with the terms of the Contract.

Please note that we expect to complete the transaction by May 31, 2017. Accordingly, we would appreciate your prompt attention to this matter. If you have any questions, please contact me at (980) 819-2467 or at Justin.Rodda@advanceddisposal.com. Otherwise, kindly sign and return this letter to me via email by .pdf at Justin.Rodda@advanceddisposal.com.

[Signature Page Follows]

Advanced Disposal Services Carolinas, LLC

By: _____
Justin Rodda, Charlotte Site Manager

AGREED AND ACKNOWLEDGED:

Town of Huntersville, North Carolina

By: _____
Name: _____
Title: _____

Waste Connections of North Carolina, Inc.

By: _____
Name: _____
Its: _____

Bond No. _____
Premium _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Connections of North Carolina, Inc., as Principal, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the state of Massachusetts and licensed to do business in the State of _____, as Surety, are held and firmly bound unto The Town of Huntersville (Obligee), in the penal sum of Three Million Ninety Nine Thousand Eight Hundred Forty Four and 00/100 (\$ 3,099,844.00) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, 2017, until _____, 2017, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

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

Sealed with our seals and dated this 4th day of May, 2017.

Principal: Waste Connections of North Carolina, Inc.

By: _____

(Witness)

Surety: Liberty Mutual Insurance Company

See Attached Acknowledgment

(Attest)

By: _____

David W. Garese , Attorney-In-Fact