

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

PUBLIC HEARING AND RESOLUTION AWARDING BID AND AUTHORIZING
CHAIRMAN TO SIGN OPERATING AGREEMENT, GROUND LEASE AND
GUARANTY WITH WASTE CONNECTIONS OF NEBRASKA, INC. FOR THE
OPERATION OF A SOLID WASTE TRANSFER STATION

WHEREAS, the State of Nebraska has enacted the Integrated Solid Waste Management Act, which, in Neb. Rev. Stat. §13-2023 (Reissue 2007), which requires Sarpy County to provide or contract for facilities and systems as necessary for the safe and sanitary disposal of solid waste and to enter into agreements as necessary and appropriate for the ownership and operation of a facility or system; and,

WHEREAS, in order to fulfill the obligations of Sarpy County under said Act, on August 30, 2010 Sarpy County requested proposals for the design/build, construction, operation and management of a solid waste transfer station; and,

WHEREAS, bids/proposals were received and were opened on October 14, 2010, and have been reviewed pursuant to applicable Nebraska law; and,

WHEREAS, an Operating Agreement has been proposed with the sole responsive bidder, Waste Connections of Nebraska, Inc., (hereinafter "WCI") for the construction and operation of a solid waste transfer station at the Sarpy County Landfill; and copy of said Operating Agreement being attached hereto; and,

WHEREAS, a part of said Operating Agreement requires that Sarpy County lease a portion of the Sarpy County landfill site to WCI pursuant to the terms of a certain Ground Lease, a copy of which is attached hereto; and

WHEREAS, a separate Guaranty has been offered by Waste Connections, Inc., to secure the obligations of WCI to Sarpy County; and,

WHEREAS, public hearings regarding said Ground Lease were held before the Sarpy County Board of Commissioners on September 21, 2010 and November 2, 2010 pursuant to Neb. Rev. Stat. §23-107.01(Reissue 2007) and a public hearing was held on this date regarding the award this bid and the proposed Operating Agreement, Ground Lease and Guaranty; and,

WHEREAS, the attached Operating Agreement, Ground Lease, and Guaranty are in the best interest of the citizens of Sarpy County serves to fulfill the County's obligations under the Integrated Solid Waste Management Act, and that the Ground Lease represents fair market value for said lease when considering the complete transaction with WCI.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the bid/request for proposal for the design/build, construction, operation and management of a solid waste transfer station, as formalized in the Operating Agreement, Ground Lease and Guaranty a copies of which are attached hereto, is hereby awarded to Waste Connections of Nebraska, Inc., and said Operating Agreement, Ground Lease and Guaranty are hereby approved.

BE IT FURTHER RESOLVED that the Chairman, Clerk, County Administrator and County Attorney are to execute said Operating Agreement, Ground Lease and Guaranty, and to take such further action as may be necessary to consummate the transactions contemplated therein.

DATED this 1st day of ~~February~~ ^{March}, 2011.

Moved by Jim Warren, seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS: [Signature] NAYS: none ABSENT: none

[Signature] _____
[Signature] _____
[Signature] _____
Tom Rickard _____

ABSTAIN: none

Approved as to form:
[Signature]
County Clerk



[Signature]
Deputy County Attorney

Sarpy County Board of Commissioners

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PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Commissioners

From: Mark Wayne, County Administrator

Re: Transfer Station Agreement

Included on the agenda for approval is the Operating Agreement, Ground Lease Agreement and Operational Plan negotiated with Waste Connections to construct and operate a Transfer Station at the Sarpy County Landfill. These agreements have taken over two (2) months to negotiate in an effort to provide an economical and efficient location for waste to be disposed of in Sarpy County. The agreements also meet the County's requirement to provide for waste disposal safely with as little liability as possible.

At the forefront of the negotiations was the ability of the County to maintain some control and say in the operation and disposal of waste and the rate structure, even though the Transfer Station was to be maintained by Waste Connections. I believe we accomplished this with the constraints built into the formula for future increases even though we knew the costs would increase with the addition of hauling costs added to the cost of disposal.

The other major component was to provide the County a revenue stream as the host of the facility. This was extremely important because we will have expense to operate the gate and provide billing functions similar to what is done today.

Along with all the documents, I have included an updated summary sheet of the agreement which highlights the major components of the agreements. Once approved, the process of obtaining a Special Use Permit will begin for the site, which will allow additional public comments regarding the site.

Please feel free to contact me with any questions.

February 10, 2010

Mark Wayne
County Administrator

MW/lt

Sarpy County, Nebraska
Proposed Transfer Station Agreement
February 10, 2011

- I. Term:
 - a. 20 years plus 2 5-year option periods.
- II. Waste Connection Duties:
 - a. Build, maintain and operate transfer station
 - i. Sarpy personnel will be offered jobs if Waste Connections hiring criteria are met.
 - b. Transfer station will be completed by 9-1-2013
 - c. Transfer station will be operational (accept trash) when our landfill is full, sometime around 2014
 - d. Once completed, but before it is operational, Waste Connections may use the transfer station to handle recyclables and co-mingled trash.
- III. Sarpy Duties:
 - a. Run the gate operations
 - b. Bill and collect for solid waste disposal
 - c. Remit collections minus host fee
 - d. Take over operations of transfer station if Waste Connections doesn't perform.
- IV. Rates:
 - a. Current rate is \$22.78/ton
 - b. Increases will be phased in to reach \$27.95/ton by 12/1/2014
 - c. Waste Connections would pay a reduced rate of \$17.50/ton to \$21.47/ton to get our current landfill filled up. They will guarantee 200,000 tons/year
- V. Rate Increases:
 - a. Tied to 50% of CPI-U for base rate and 65% of fuel index for fuel used
 - b. Allowable every other year
- VI. Host Fee:
 - a. \$3.50/ton for first 120,000 tons
 - b. \$1.50/ton for 120,000 tons to 250,000 tons
 - c. \$3.00/ton over 250,000 tons
 - d. \$1.00/ton for recyclables
 - e. Guarantee of \$577,500 per year for Sarpy County

OPERATING AGREEMENT

15 THIS OPERATING AGREEMENT (this "Agreement") is made effective as of the March day of March, 2011, by and among the COUNTY OF SARPY, NEBRASKA ("Sarpy"), WASTE CONNECTIONS OF NEBRASKA, INC. ("WCN"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Sarpy has authority pursuant to the Integrated Solid Waste Management Act, Neb. Rev. Stat. §13-2023, *et seq.*, (Reissue 2007) to own and operate facilities as necessary for the safe and sanitary disposal of solid waste generated within its jurisdiction; and,

WHEREAS, WCN and Sarpy desire to enter into an operating agreement for WCN to construct and operate a solid waste transfer station at the Sarpy County landfill located at 156th and Fairview Road, Springfield, Nebraska (the "Sarpy County Landfill") to accept, transport and dispose of such solid waste (the "Transfer Station"); and

WHEREAS, WCN and Sarpy, concurrently with this Agreement, have entered into a ground lease, dated March 1, 2011 (the "Ground Lease") to lease approximately 2.5 acres to WCN for constructing and operating the Transfer Station.

NOW, THEREFORE, in consideration of the premises, the provisions and the respective covenants and agreements set forth in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Sarpy and WCN agree as follows:

ARTICLE 1 – GRANT AND TERM

1.1 Grant of Right. Sarpy hereby grants to WCN, for the term of this Agreement, including all extension or renewals, the right to operate the Transfer Station in accordance with the terms of this Agreement.

1.2 Term. The term of this Agreement shall be as follows:

1.2.1 Commencement Date. The commencement of this Agreement for purposes of commencement of the parties' rights and obligations hereunder shall be the date on which WCN obtains from Sarpy a special use permit with respect to the Transfer Station (the "Commencement Date"). WCN shall take all actions necessary to apply for and obtain such special use permit as promptly as possible following the date of this Agreement.

1.2.2 Primary Term. The primary term of this Agreement shall be twenty (20) years from the Commencement Date.

1.2.3 Renewal Options. WCN shall have the option to renew and extend this Agreement for two (2) additional terms of five (5) years each, upon the same terms and conditions, as provided herein, by giving Sarpy written notice of WCN's election at least six (6) months prior to the expiration of the then current primary or renewal term. This renewal option may not be exercised unless WCN also exercises its renewal option under the Ground Lease.

ARTICLE 2 – OPERATING REQUIREMENTS

2.1 WCN responsibilities.

2.1.1 Construction of the Transfer Station. WCN shall construct the Transfer Station. Such construction shall begin within six (6) months after WCN has received all necessary permits and approvals necessary for the construction and operation of the Transfer Station (the “Construction Commencement Date”), and be completed by the earlier of (a) the date that is twelve (12) months after the Construction Commencement Date; or (b) September 1, 2013. Such construction shall be in accordance with the specifications for the Transfer Station set forth in the operational plan, a copy of which is attached as Exhibit 1 (the “Operational Plan”). Not less than sixty (60) days prior to the start of construction of the Transfer Station, WCN shall submit to Sarpy a complete set of the construction contract, drawings and specifications, for approval. WCN shall construct the Transfer Station in accordance with the construction contract, documents and specifications, as approved by Sarpy.

2.1.2 Equipment and Personnel. WCN shall supply all equipment, rolling stock, vehicles, materials and supplies (collectively “the WCN Equipment”) necessary to operate the Transfer Station in accordance with the Operational Plan. The WCN Equipment shall be kept in good condition and working order and shall be replaced as may be necessary. WCN shall employ all personnel necessary to operate the Transfer Station in accordance with the Operational Plan. Such personnel shall have the experience and background necessary to perform the responsibilities in a good and workmanlike matter, and in accordance with good industry standards. WCN shall offer employment to Sarpy personnel as specified on Exhibit 2, upon the date that the Sarpy County Landfill stops accepting solid waste for disposal; provided that WCN shall not be obligated to hire any such personnel that do not complete and satisfy WCN’s standard hiring policies and procedures described on Exhibit 3. Such employment shall be on substantially the same terms and conditions as provided by Sarpy to such employees. As a general matter, WCN shall not engage any subcontractors to provide any of the services contemplated by this Agreement without the prior written consent of Sarpy; provided, however: (a) Sarpy’s consent shall not be unreasonably withheld, conditioned or delayed in the event that WCN desires to engage subcontractors to provide services relating to (i) design and construction of the Transfer Station, (ii) the loading and hauling of waste materials from the Transfer Station to the Butler County Landfill (and such other landfills approved in accordance with the provisions of Section 2.1.5 of this Agreement), and (iii) general premise maintenance at the Transfer Station (such as pest control, landscape maintenance and snow removal); and (b) Sarpy’s prior written consent shall not be required for WCN to engage either Mr. Bult’s Inc. or Double A Transport solely with respect to the transportation of solid waste from the Transfer Station to the Butler County Landfill (and such other landfills that may be approved in accordance with Section 2.1.5 of the Agreement) for disposal. In the event any services are delegated to a subcontractor in accordance with the terms of this Agreement, WCN shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by Section 7.4 shall cover WCN's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of Section 7.4. WCN shall be responsible for ensuring compliance by all

subcontractors with the terms and conditions of this Agreement, and shall be liable for any failure by any subcontractor to comply with the terms and conditions of this Agreement.

2.1.3 Operations. Once the Transfer Station has been constructed, WCN shall operate the Transfer Station in compliance with the Operational Plan. In the event of any conflicts between this Agreement and the Operational Plan, then this Agreement shall control.

2.1.4 Weights and Scales. WCN shall maintain tare weights for all inbound commercial vehicles that may utilize the Transfer Station. Such tare weights shall be determined on scales certified by the State of Nebraska. Such tare weights shall be verified, on a periodic basis, as requested by Sarpy. Such tare weights shall be provided by WCN to Sarpy. WCN shall cause all inbound commercial vehicles, which are placing solid waste at the Transfer Station to be weighed prior to unloading. Such weighing shall be done at either (a) the Sarpy scale located by the scale house, or (b) for WCN vehicles, on WCN's scale, if constructed, adjacent to the Sarpy scale. All such weights shall be provided to Sarpy, together with such other information as Sarpy may request.

2.1.5 Disposal. Following the closure of the Sarpy County Landfill and except as otherwise provided in Section 8.5 of this Agreement, WCN shall only dispose of solid waste, placed or deposited at the Transfer Station, at (a) the Butler County Landfill, located near David City, Nebraska, which is owned and operated by WCN (the "Butler County Landfill"), or (b) any other WCN owned and operated landfills that (i) are approved in advance by Sarpy, and (ii) possess all required permits from all federal, state, regional, county and city agencies and necessary for such landfill to operate as a municipal solid waste landfill and be in full regulatory compliance with all such permits. Sarpy's approval of any such proposed other landfills shall not be unreasonably withheld. Notwithstanding the foregoing, WCN acknowledges and agrees that Sarpy shall have the right to conduct due diligence on such proposed other landfills to whatever extent Sarpy deems appropriate, in Sarpy's sole discretion. WCN further acknowledges and agrees that the factors to be considered by Sarpy with respect to any such proposed other landfill may be different than those factors considered by WCN, including, without limitation, the fact that Sarpy is a public entity and the fact that Sarpy desires to mitigate the risk of environmental related liabilities by minimizing the number of facilities and locations to which solid waste is shipped.

2.1.6 Recycling. WCN may recycle solid waste, placed or deposited at the Transfer Station, at such facilities which are selected by WCN from time to time, and which facilities are approved in advance by Sarpy (which approval will not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Sarpy approves in advance the following facilities: (a) the Millenium Recycling, Inc. facility at 305 E. 50th Street N, Sioux Falls, SD 57104; and (b) the First Star Fiber Corporation facility at 10330 I Street, Omaha, NE 68127.

2.1.7 Cost and Expenses. WCN shall pay for all costs and expenses for constructing the Transfer Station, operating the Transfer Station, and otherwise performing its obligations under the Operational Plan and under this Agreement. Such costs and expenses shall

include, but not be limited to, all costs and expenses for transporting and disposing of solid waste from the Transfer Station.

2.1.8 No Interference. WCN's operations under this Agreement shall not interfere with Sarpy's landfill operations. Sarpy's operation of the gate and the scale at the Sarpy County Landfill shall not interfere with WCN's operations under this Agreement.

2.1.9 Permits. WCN shall obtain and comply with all applicable permits, licenses, or other approvals necessary to construct and operate the Transfer Station, and for WCN to otherwise provide the services contemplated under this Agreement, in (a) obtaining such permits, licenses and approvals and (b) operating the Transfer Station and otherwise performing the obligations under this Agreement in compliance with such permits, licenses and approvals. Sarpy shall reasonably cooperate with WCN at WCN's cost and expense (excluding time of Sarpy personnel) in obtaining such permits, licenses and approvals (other than those permits, licenses and approvals which are issued by Sarpy).

2.1.10 Performance. WCN agrees that: (a) it will perform pursuant to this Agreement and the Operational Plan in accordance with the terms and conditions hereof, and in a professional manner in accordance with good industry practices and applicable industry standards, (b) the services and actions to be provided by WCN will be free from defects in materials and workmanship, and (c) WCN's personnel will be skilled and have adequate education and training to perform hereunder. WCN will, as promptly as possible after receiving written notice from Sarpy, correct all defects in the performance by WCN hereunder with respect to the Operational Plan.

2.1.11 Temporary Restriction on Use of Transfer Station. WCN agrees that during the period commencing on the date that the Transfer Station becomes operational and concluding on the date that the Sarpy County Landfill closes, the only materials that shall be received at the Transfer Station are: (a) items of solid waste which the Sarpy County Landfill may not accept for disposal under applicable Legal Requirements (as hereinafter defined), or which Sarpy has prohibited from disposal at the Sarpy County Landfill; and (b) Recyclables.

2.1.12 Right to Reject Loads and Customers. Sarpy acknowledges that WCN shall have the right, following the exercise of reasonable judgment, to reject any loads of waste for hauling and to refuse service to any customers as a direct result of the following enumerated circumstances: (a) habitual failure by a specified customer to remit payments for service; (b) recurring attempts by a customer to deliver non-acceptable items; (c) repeated violations by a customer of the Transfer Station's policies and procedures relating to safety practices and waste handling; (d) repeated nuisance issues relating to waste stream; and (e) such other circumstances as may be mutually agreed upon by WCN and Sarpy from time to time.

2.2 Sarpy's Responsibilities:

2.2.1 Gate Operation. Sarpy shall operate the gate that currently provides access to the Sarpy County Landfill operation, and which will provide access to the Transfer Station. Sarpy shall operate the gate so that there may be access to the Transfer Station, during the days and hours set forth in the Operational Plan.

2.2.2 Revenues. Sarpy shall collect the fees, which are set forth in Section 4.1, for the use of the Transfer Station. Such collection will include collecting payment from cash customers and for billing and collecting payment from account customers including WCN.

2.2.3 Temporary Operation. In the event that WCN is temporarily unable to perform its obligations under this Agreement, then Sarpy, without waiving any of its rights, has the right, but not the obligation, to have access to the Transfer Station, and any of the WCN Equipment, to provide the services to be performed by WCN under this Agreement. Such temporary operation shall not include events subject to WCN's contingency plan under the Operating Agreement, or any casualty that prevents operation of the Transfer Station until it is repaired or rebuilt.

ARTICLE 3 – BOOKS AND RECORDS; REPORTS AND AUDITS

3.1 Record-keeping and Inspection. WCN shall maintain detailed records of all receipts and expenditures received or incurred in the performance of this Agreement, including all revenues collected for services rendered along with detailed tonnage records. Sarpy, its officers, employees, and agents, shall be entitled to inspect, and audit such books and records upon reasonable notice during normal business hours for the purposes of determining actual revenues and expenditures and all other information that pertains to the rights and obligations under this Agreement.

3.2 Service Records. Records shall be maintained by WCN for Sarpy relating to:

3.2.1 Customer services, receipts and billing, for Transfer Station;

3.2.2 Weight and volume of material collected by type (e.g., solid waste and Recyclables) for Transfer Station;

3.2.3 Facilities, equipment and personnel used;

3.2.4 Facilities and equipment operations, maintenance and repair;

3.2.5 Tonnage of solid waste and Recyclables listed by processing site or disposal site where such materials were delivered, for Transfer Station; and

3.2.6 Recyclables and tonnage.

3.3 CERCLA Defense Records. Sarpy views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability ACT (CERCLA), and related litigation as a matter of great importance. For this reason, Sarpy regards its ability to prove where solid waste collections are taken for transfer or disposal, as well as where they are not taken, to be matters of concern. WCN shall maintain, retain and preserve records which can establish where solid waste collected were disposed (and therefore establish where they were not). This provision shall survive the expiration or earlier termination of this Agreement. WCN shall maintain these records for a minimum of three (3) years beyond expiration or earlier

termination of the Agreement and WCN shall then provide these records to Sarpy in an organized and indexed manner rather than destroying or disposing of them.

3.4 Quarterly Reports. WCN shall provide monthly reports to Sarpy with the following information:

3.4.1 Solid waste. Total tonnage collected and disposed, by month; and

3.4.2 Recyclables tonnage collected and recycled, by type;

3.5 Annual Disclosure Statement. WCN shall file a disclosure statement on an annual basis which shall contain the following information:

3.5.1 A listing of all subcontractors to this Agreement (including the name, address, and social security or tax identification number of the subcontractor);

3.5.2 A listing of all felony convictions or pleas of nolo contendere of WCN by final judgment in any state or federal court within the preceding three (3) years;

3.5.3 A listing of any instances in which a permit or contract held by WCN was terminated by a final judgment in any state or federal court within the preceding three (3) years;

3.5.4 A listing of all final adjudications finding WCN in contempt of any state or federal court order enforcing any state and federal law within the preceding three (3) years;

3.5.5 A listing of all final convictions or pleas of nolo contendere of WCN, under state or local laws governing safety of operations, compliance with environmental and other franchise requirements in Sarpy County, whether misdemeanors or infractions;

3.5.6 If WCN is a publicly held company or a wholly-owned subsidiary of such a company required to file annual or quarterly reports under the Securities and Exchange Act of 1934, WCN may provide the above required information by submitting quarterly or annual reports for the preceding three (3) years. If these reports are incomplete or if they fail to contain the information requested in Section 3.7 herein, WCN shall make such information available to Sarpy.

3.5.7 If WCN or Subcontractor has filed a disclosure statement, it shall file a supplemental disclosure statement only to the extent that its status or events differ from those covered by the original disclosure statement.

SECTION 4 – RATES AND COMPENSATION

4.1 Rates. Except as set forth below in this Section, Sarpy shall charge customers an amount per ton as may be established by Sarpy from time to time (inclusive of all other applicable fees, taxes and/or assessments) for all solid waste (excluding Recyclables) placed, delivered or unloaded at or to the Transfer Station (the “Standard Fee”). As of the effective date of this Agreement, the Standard Fee charged by Sarpy is \$22.78. Provided, however, beginning on December 1, 2014, and continuing throughout the term of this Agreement, the Standard Fee

charged by Sarpy shall be a minimum of \$27.95 per ton. Notwithstanding the foregoing, if applicable, Sarpy shall charge rates set forth on the attached Exhibit 4 for all solid waste (excluding Recyclables) placed, delivered or unloaded at or to the Transfer Station (the “Non-Scale Rates”). For purposes of this Agreement, ton shall mean 2,000 pounds. For purposes of this Agreement, “Recyclables” shall mean all pre-sorted recyclable materials placed in designated recycle bins (whether for curbside pickup or pre-sorted commercial loads), which are not commingled with solid waste, and which are actually recycled and not disposed of as solid waste.

4.2 Invoices and Collection. Sarpy shall be responsible for generating all invoices relating to the Standard Fee and the Non-Scale Rates, and for collecting the Standard Fee and the Non-Scale Rates from the applicable customers. Sarpy shall use reasonable efforts to collect such fees. In the event that any such fees are not collected from a customer, WCN may deny services of the Transfer Station, until such fees are collected from such customer. Sarpy shall provide WCN, at WCN’s request, information on any account customers that are delinquent. Sarpy shall, at WCN’s request, assign to WCN any account that is delinquent for a period of more than sixty (60) days.

4.3 WCN Compensation. Sarpy shall pay to WCN on a monthly basis an amount equal to: (i) Standard Fee per ton for all solid waste (excluding Recyclables) placed, delivered or unloaded at or to the Transfer Station for which Standard Fees are actually collected by Sarpy during the preceding calendar month; plus (ii) fifty percent (50%) of all Non-Scale Fees actually collected by Sarpy during the preceding calendar month (collectively, the “WCN Compensation”). The WCN Compensation shall be paid within 20 days following the end of each calendar month.

4.4 Host Fee. From the fees collected, Sarpy shall be entitled to retain an amount equal to: (i) fifty percent (50%) of all Non-Scale Fees; plus (ii) the Host Fee (as defined below). As used herein, the “Host Fee” shall mean: (a) \$3.50 per ton for the first 120,000 tons of all solid waste, excluding Recyclables, placed, delivered or unloaded at or to the Transfer Station or the Sarpy County Landfill by any person or entity during the applicable year; (b) \$1.50 per ton for all tons of solid waste, excluding Recyclables, in excess of 120,000 tons and up to 250,000 tons, placed, delivered or unloaded at or to the Transfer Station or the Sarpy County Landfill by any person or entity during the applicable year; (c) \$3.00 per ton for all tons of solid waste, excluding Recyclables, placed, delivered or unloaded at or to the Transfer Station or the Sarpy County Landfill by any person or entity in excess of 250,000 tons during the applicable year; and (d) \$1.00 per ton for all tons of Recyclables placed, delivered or unloaded at or to the Transfer Station during the applicable year. Notwithstanding the foregoing sentence, the amount of fees retained by Sarpy in accordance with this Section for each applicable year following the closure of the Sarpy County Landfill shall in no event be less than \$577,500 (the “Minimum Annual Amount”). If the amount of the fees so retained by Sarpy with respect to any applicable year following the closure of the Sarpy County Landfill are less than the Minimum Annual Amount (any such shortfall being referred to herein as the “Shortfall Amount”), then Sarpy shall be entitled, at Sarpy’s option, to: (I) invoice WCN for the Shortfall Amount with respect to the applicable year (which invoice shall be due and payable by WCN within 30 days of the invoice date); and/or (II) withhold from WCN the WCN Compensation until such time as the amount of

the WCN Compensation withheld by Sarpy is equal to the Shortfall Amount. For purposes of the Minimum Annual Amount, the first applicable year shall commence on the date that the Sarpy County Landfill closes.

4.5 Adjustments.

4.5.1 The Standard Fee, the Non-Scale Rates, the Minimum Annual Amount, the per ton fee used in calculating compensation payable to WCN pursuant to Section 4.3(i), and the per ton amounts used in calculating the Host Fee in Section 4.4 shall, at the request of WCN, be adjusted at the end of the second year and every second year thereafter, to reflect increases in the Urban Consumers Index (CPI-U) during such two (2) year period to all such items, all items, not seasonably adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor. Provided no one such item may be adjusted without adjustment to the other such items. WCN shall submit a written request for such adjustment based on the CPI-U to Sarpy no sooner than six (6) months and no later than four (4) months prior to the end of the applicable two (2) year period. Upon receipt of such notice, WCN and Sarpy shall work together to calculate the applicable adjustments for all such amounts based on the CPI-U. In no event shall the increase for any two (2) year period exceed 50% of the CPI-U.

4.5.2 In addition to adjustment of the Host Fee based upon the CPI-U pursuant to Section 4.5.1 above, the Host Fee shall also be increased if Sarpy increases the Standard Fee above \$27.95 per ton (with such increase to be in an equal percentage of increase).

4.5.3 In addition to adjustment of the Standard Fee based on the CPI-U pursuant to Section 4.5.1 above, the Standard Fee shall, subject to Section 4.5.3.1 and Section 4.5.3.2, also be adjusted at the end of the second year and every second year thereafter, to reflect changes in the Weekly Retail On-Highway Diesel Prices Index for the Midwest Region (the “Fuel Index”), maintained by the U.S. Energy Information Administration in accordance with this Section 4.5.3. At the same time as the adjustments pursuant to Section 4.5.1 above are being made, Sarpy and WCN shall determine the average per gallon price of diesel fuel for the preceding two (2) year period, as calculated using the average of each of the weekly prices from the Fuel Index during such preceding two (2) year period (the “Average Fuel Price”). If the Average Fuel Price for such preceding two (2) year period exceeds \$3.50 per gallon, then the Standard Fee shall be increased by an amount equal to sixty-five percent (65%) of the product of (a) the amount by which the Average Fuel Price for the applicable preceding two (2) year period exceeds \$3.50 per gallon, multiplied by (b) 1.43. If the Average Fuel Price for such preceding two (2) year period is less than \$3.50 per gallon, then the Standard Fee shall be decreased by an amount equal to sixty-five percent (65%) of the product of (a) the amount by which \$3.50 per gallon exceeds the Average Fuel Price for the applicable preceding two (2) year period, multiplied by (b) 1.43.

4.5.3.1 Notwithstanding anything herein to the contrary, WCN acknowledges and agrees that any increases in the Standard Fee contemplated by Section 4.5.3 are intended to provide only for cost recovery as a result of increases in the Average Fuel Price, and that such increases are not intended to result in increased profit margins for WCN. WCN shall provide Sarpy and Sarpy’s representatives with access to WCN’s books and records for the purpose of confirming that any increases in the Standard Fee

pursuant to Section 4.5.3 do not result in such increased profit margins. Any increases in the Standard Fee pursuant to Section 4.5.3 that are determined to result in such increased profit margins for WCN shall be immediately reduced to the level required to provide only for cost recovery as a result of the applicable increases in the Average Fuel Price.

4.5.3.2 Notwithstanding anything herein to the contrary, in the event that (a) there is an increase in the Standard Fee pursuant to Section 4.5.3; and (b) WCN's demonstrates that WCN's actual fuel costs for the loading, transfer and disposal of solid waste pursuant to this Agreement during the applicable preceding two (2) year period is at least five percent (5%) greater than the Average Fuel Price for such preceding two (2) year period, then Sarpy and WCN shall negotiate in good faith to reach a mutual agreement on an additional increase to the Standard Fee; provided, however, that in no event shall the Standard Fee be increased, in the aggregate (whether pursuant to Section 4.5.3 or this Section 4.5.3.2), for any two (2) year period by an amount that is greater than seventy percent (70%) of the product of (i) the amount by which the Average Fuel Price for the applicable preceding two (2) year period exceeds \$3.50 per gallon, multiplied by (ii) 1.43. WCN shall provide Sarpy and Sarpy's representatives with access to WCN's books and records for the purpose of confirming that the conditions for a further adjustment pursuant to this Section 4.5.3.2 have been satisfied and for purposes of negotiating the amount of such adjustment.

4.5.4 Sarpy and WCN may also enact additional adjustments to the Standard Fee, the Non-Scale Rates, the Minimum Annual Amount, the per ton fee used in calculating compensation payable to WCN pursuant to Section 4.3(i), and the per ton amounts used in calculating the Host Fee in Section 4.4, as mutually agreed upon by Sarpy and WCN from time to time.

4.5.5 The parties agree that neither the Standard Fee, the Non-Scale Rates, the Minimum Annual Amount, the per ton fee used in calculating compensation payable to WCN pursuant to Section 4.3(i), and the per ton amounts used in calculating the Host Fee in Section 4.4 shall be adjusted pursuant to the provisions of this Section 4.5 unless such adjustment is set forth in an amendment executed by each of WCN and Sarpy, and that all such adjustments shall be effective as of the effective date set forth in such amendment.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF SARPY.

Sarpy hereby represents and warrants to WCN as follows:

5.1 Authority. Sarpy is a political subdivision, validly existing under the laws of the State of Nebraska, has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Sarpy of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Sarpy is a party or by which it or the Premises is bound;

5.2 Execution. The execution, delivery and performance of this Agreement by Sarpy and the consummation of the transaction contemplated hereby in the manner contemplated

herein will not violate any provision of any laws, statutes, codes, ordinances, orders, regulations or requirements to which Sarpy or the Premises is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Sarpy or the Premises; and

5.3 Binding Agreement. This Agreement is the legal, valid and binding obligation of Sarpy, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

5.4 No Consent. Other than with respect to the required approval of the Sarpy County Board, no consent, authorization, license, permit, registration or approval of, or exemption or other action by any governmental or public body, commission or authority is required in connection with the execution and delivery by Sarpy of this Agreement.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES OF WCN

WCN represents and warrants to Sarpy as follows:

6.1 Authority. WCN is a corporation duly organized and validly existing under the laws of the State of Nebraska, and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by WCN of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which WCN is a party or by which it is bound;

6.2 Execution. The execution, delivery and performance of this Agreement by WCN and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provisions of any legal requirement to which WCN is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to WCN;

6.3 Binding Agreement. This Agreement is the legal, valid and binding obligation of WCN, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally;

6.4 No Consent. Other than with respect to the required approval of the Sarpy County Board, no consent, authorization, license, permit, registration or approval of, or exemption or other action by any governmental or public body, commission or authority is required in connection with the execution and delivery by WCN of this Agreement.

ARTICLE 7 – SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE; BONDS; FINANCIAL ASSURANCE

7.1 Survival of Representations and Warranties. All representations and warranties by Sarpy and WCN in Articles 5 and 6 of this Agreement, in any other Article or Section of this Agreement, or in any Exhibit or other document furnished or to be furnished by

either pursuant to this Agreement shall survive delivery of the consideration to be given by them under this Agreement and shall survive the execution and performance of this Agreement.

7.2 Indemnification by Sarpy. Sarpy agrees to indemnify and hold harmless, protect and defend WCN and its directors, appointed officials, officers, agents, representatives and employees from and against all losses and all claims, demands, suits, actions, payments and judgment arising from personal injury or damages, or otherwise, brought or recovered against WCN or its directors, appointed officials, officers, agents, representatives and employees by reason of any act or omission of Sarpy, its elected and appointed officials, officers, agents, representatives, servants or employees, subcontractors, guest or otherwise to the extent incident to or resulting from (a) the construction of the project in Sarpy County, Nebraska, (b) the negligence or intentional misconduct of Sarpy or its elected and appointed officials, officers, agents, representatives and employees, and (c) the breach by Sarpy of any provision of this Agreement or the Ground Lease, in each case including any and all expense, legal or otherwise, incurred by WCN and its directors, officers, agents, representatives and employees in the defense of any claim or suit.

7.3 Indemnification by WCN. WCN agrees to indemnify and hold harmless, protect and defend Sarpy and its elected and appointed officials, officers, agents, representatives and employees from and against all losses and all claims, demands, suits, actions, payments and judgment arising from personal injury or damages, or otherwise, brought or recovered against Sarpy or its elected and appointed officials, officers, agents, representatives and employees by reason of any act or omission of WCN, its directors, officers, agents, representatives, servants or employees, subcontractors, guest or otherwise to the extent incident to or resulting from (a) the construction of and/or operation of the Transfer Station, (b) incident to or resulting from disposal of solid waste at the Butler County Landfill or any other alternate disposal site, (c) the negligence or intentional misconduct of WCN or its directors, appointed officials, officers, agents, representatives and employees, and (d) the breach by WCN of any provision of this Agreement or the Ground Lease, in each case including any and all expense, legal or otherwise, incurred by Sarpy and its elected and appointed officials, officers agents, representatives and employees in the defense of any claim or suit.

7.4 Insurance.

7.4.1 All insurance coverages herein required of WCN shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by Sarpy, WCN shall furnish evidence that the insurance company, or companies being used by WCN meet the minimum requirements listed in this section. WCN shall maintain, and shall cause all permitted subcontractors to maintain, in full force and effect at all times during the term of this Agreement insurance coverages meeting the requirements set forth below:

Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$10,000,000 each occurrence. The coverage will contain a general aggregate, such limit shall not be less than \$10,000,000. The products/completed operations limit shall not be less than \$10,000,000. Sarpy is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$10,000,000 Combined Single Limit for each accident. Sarpy is to be named as an additional insured on the insurance coverage required under this section.

Pollution Liability Insurance

Coverage shall be for claims for damages resulting from bodily injury, including death, and property damage caused by the emission, discharge, release or escape of pollutants resulting in damage to the environment. The minimal acceptable limit of liability shall be \$2,000,000 for each occurrence and in the aggregate. Sarpy is to be named as an additional insured on the insurance coverage required under this section.

Contractor's Premises Insurance

WCN, its subcontractors or sub-subcontractor, shall assume all responsibility to save Sarpy from any loss or damage to all materials, equipment and/or machinery involved under this Agreement until such time as the materials, equipment and/or machinery are accepted by Sarpy.

WCN, its subcontractors or sub-subcontractor, shall provide all risk builders risk property insurance coverage, including coverage for the installation of any applicable equipment/machinery, covering both off-site and transit loss exposures, with sufficient limits to cover the value of the materials, equipment and/or machinery involved under this Agreement.

Property Insurance

“All-risk” coverage insurance against loss or damage to the Premises from all-risk perils. The amount of such insurance shall not be less than one hundred percent (100%) of the full replacement cost of the improvements, furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in or on the Premises and owned by WCN from time to time, without reduction for depreciation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to provide for non-attribution and/or to avoid the operation of any co-insurance provisions), all subject to Sarpy’s approval.

7.4.2 All policies required to be maintained under this Agreement shall be endorsed as follows: (i) to name Sarpy and its commissioners, officials, agents, representatives and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary with respect to any insurance or self-insurance programs covering Sarpy, its commissioners, officials, agents, representatives and employees.

7.4.3 Sarpy may at any time, upon written notice to WCN, amend the requirements (including, without limitation, the amount and scope of insurance coverage) and approved insurance companies described in this Section due to (i) new information not known on the date of this Agreement or (ii) changed circumstances after the date of this Agreement which in the reasonable judgment of Sarpy either render required coverage materially inadequate or materially reduce the financial ability of the approved insurance companies to pay claims.

7.4.4 Upon request by Sarpy, WCN shall furnish Sarpy with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Agreement, WCN’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, or if there is any material change in WCN’s insurance, WCN is required to notify Sarpy within ten (10) days of any deviations from the minimum requirements presented in this section or any material change in WCN’s insurance.

WCN shall furnish Sarpy with a certificate(s) of insurance evidencing the coverages required in this section, including certificate(s) required to be maintained by permitted subcontractor(s). Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give Sarpy at least thirty (30) days’ written notice in the event of cancellation in accordance with the policy provisions. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, WCN shall furnish a certificate(s) of insurance evidencing renewal of its coverage to Sarpy.

7.4.5 WCN hereby waives any and every claim for recovery from Sarpy for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other person), WCN shall give written notice of the terms of such waiver to each insurance company which has issued, or

which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver.

7.4.6 WCN shall immediately, but in any event within ten (10) days, notify Sarpy in the event that WCN at any time fails to comply with the requirements of this Section. In the event WCN fails, or fails to cause its permitted subcontractors, to take out or maintain the full insurance coverage required to be taken out and maintained by this Section, Sarpy may (but shall not be obligated to), in addition to any and all other remedies to which Sarpy may be entitled, take out the required policies of insurance and pay the premiums on the same. All amounts so advanced therefor by Sarpy shall be deemed immediately due and payable by WCN to Sarpy.

7.5 Performance Bond. WCN shall provide a performance bond in an amount equal to the construction costs of the Transfer Station to ensure faithful performance. Such performance bond shall be reasonably satisfactory to Sarpy in form and substance. The performance bond covering the construction cost of the Transfer Station will be released after the Transfer Station construction is completed. WCN shall provide a performance bond in the amount of Five Hundred Thousand Dollars to ensure faithful performance of all other obligations of WCN under this Agreement.

7.6 Financial Assurance – Transfer Station. WCN shall provide financial assurance, for the closure and post-closure care obligations for the Transfer Station, as required by the Nebraska Environmental Protection Act.

7.7 Financial Assurance – Disposal Site. Either WCN, Waste Connections, Inc. (WCN's parent), or a wholly-owned subsidiary of Waste Connections, Inc., shall maintain financial assurance, for Butler County Landfill and any other sites used for disposal (as approved by Sarpy in accordance with the provisions of this Agreement) that is owned or operated by WCN, Waste Connections, Inc. (WCN's parent), or a wholly-owned subsidiary of Waste Connections, Inc., in accordance with the Nebraska Environmental Protection Act and/or applicable Legal Requirements. Such financial assurance shall be for the closure and post-closure care of such disposal sites.

ARTICLE 8 – MISCELLANEOUS SOLID WASTE PROVISIONS

8.1 Ownership of Solid Waste. All solid waste, prior to being placed at the Transfer Station, shall be the property of the generator of such solid waste. All solid waste, upon being placed at the Transfer Station, shall become the property of WCN.

8.2 Compliance with Law. WCN agrees that the Butler County Landfill shall operate, at all times during the term of this Agreement, in compliance with applicable Legal Requirements (as hereinafter defined).

8.3 Butler County Landfill Capacity. WCN warrants that each of the Butler County Landfill and any other landfills approved by Sarpy pursuant to Section 2.1.5 have, and

will continue to have throughout the term of this Agreement, sufficient capacity to dispose of all solid waste, to be transported from the Transfer Station to such landfill for disposal.

8.4 Delivery of Solid Waste. WCN agrees that all solid waste, collected by WCN in Sarpy County, shall, subject to the terms and conditions of Section 8.5, be delivered by WCN to the Transfer Station. This requirement shall start immediately after the termination of that certain agreement between WCN and Spectracom, dated January 21, 2009. WCN agrees that such agreement shall be terminated not later than 13 months after the Commencement Date.

8.5 Disposal at Sarpy County Landfill. Subject to the exceptions set forth in this Section 8.5, WCN shall dispose of all solid waste, collected by WCN in Sarpy County, at the Sarpy County Landfill. Such obligation shall begin when both of the following are met: (i) commencement of the Transfer Station construction per the terms of this Agreement, and (ii) WCN has terminated its agreement with Spectracom, dated January 21, 2009, and WCN has no further obligations to deliver solid waste to Spectracom under such agreement. Such obligation shall not apply to any solid waste which the Sarpy County Landfill may not accept for disposal under applicable Legal Requirements (as hereinafter defined). Subject to the final three sentences of this Section 8.5, the disposal fee, for WCN under this Section, shall be: (a) the current scale rate for municipal solid waste disposal at the Sarpy County Landfill, with respect to the first Seventeen Thousand Six Hundred (17,600) tons per year disposed of by WCN at the Sarpy County Landfill; and (b) \$17.50 per ton (which amount may be increased, but in no event greater than \$21.47 per ton, in the event of an increase by Sarpy, after the effective date of this Agreement, in the scale rate for municipal solid waste disposal at the Sarpy County Landfill, with any such increase to be in an equal percentage of increase), with respect to all tons in excess of Seventeen Thousand Six Hundred (17,600) tons per year disposed of by WCN at the Sarpy County Landfill. Notwithstanding anything herein to the contrary, Sarpy County Landfill shall receive a minimum of 200,000 tons, per year, of solid waste for disposal (which amount shall include all tons received for disposal, both from WCN and from all other persons or entities). In the event that the Sarpy County Landfill does not receive such minimum tons, then WCN shall pay a disposal fee of the current scale rate for municipal solid waste disposal at the Sarpy County Landfill (which shall include all tons in the year where the minimum tons is not met). When Sarpy closes the Sarpy County Landfill for solid waste disposal (excluding however construction and demolition waste), the rates shall be as set forth in Section 4.

ARTICLE 9 – OTHER COVENANTS AND AGREEMENTS

9.1 Protection of Proprietary Information. Sarpy considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3). WCN is hereby notified that Sarpy strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of information. Any “proprietary, trade secret, or confidential commercial or financial” information, provided by WCN to Sarpy pursuant to this Agreement, must be clearly identified as such in writing from WCN to Sarpy (such information so designated by WCN in writing to Sarpy being collectively referred to herein as “Proprietary Information”). WCN will be required to fully defend, in all forums, Sarpy’s refusal to produce such

information; otherwise, Sarpy will make such information public. Upon receiving a written request pursuant to Neb. Rev. Stat. §84-712(3), Sarpy agrees to provide immediate notice of said request to WCN. Sarpy shall release the requested information unless WCN notifies Sarpy within two (2) business days of the receipt of the Sarpy notice that WCN objects to said release. In the event of said objection, WCN agrees to defend any subsequent legal action regarding said request and to hold Sarpy harmless from any expense or liability, including reasonable attorneys' fees, resulting from the denial of the request.

9.2 Notification of Certain Matters. Sarpy will give prompt notice to WCN and WCN shall give prompt notice to Sarpy of: (i) the occurrence, or failure to occur, of any event, which occurrence or failure would be likely to cause any representation or warranty of such party contained in this agreement to be untrue or inaccurate in any material respect at or any time after the Effective Date; and (ii) any material failure of Sarpy or of WCN to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement.

9.3 Commercially Reasonable Efforts. Sarpy and WCN agree to use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

9.4 Execution of Additional Documents. Sarpy and WCN will at any time, and from time to time after the Effective Date, upon written request of the other party, execute, acknowledge and deliver all such further assignments, transfers and assurances and take all such further action, as may be required to carry out the intent of this Agreement and to protect the right, title and interest in and enjoyment of the rights and transactions provided pursuant to this Agreement; provided, however, that this Agreement shall be effective regardless of whether any such additional documents are executed.

9.5 Compliance with Law. During the term of this Agreement, WCN shall, at WCN's sole cost and expense, comply promptly with all applicable statutes, laws, ordinances, regulations, and requirements (collectively, "Legal Requirements") in effect during the term of this Agreement applicable to the Transfer Station, and WCN's obligations under this Agreement, including but not limited to, the Nebraska Environmental Protection Act and implementing regulations.

ARTICLE 10 – DEFAULT; REMEDIES

10.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by either party hereto:

10.1.1 Any event of default or breach by a party pursuant to the Ground Lease.

10.1.2 The failure by a party to make any payment required to be made by such party hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after the date such party receives written notice that such payment is past due.

10.1.3 The failure by WCN to timely observe or perform any of the terms, covenants, conditions or provisions set forth in Sections 7.4, 7.5, 7.6 and 7.7 of this Agreement.

10.1.4 The failure by a party to timely observe or perform any of the terms, covenants, conditions or provisions of this Agreement to be observed or performed by such party, other than described in Section 10.1.2 and Section 10.1.3, as applicable, above, where such failure shall continue for a period of thirty (30) days after written notice thereof from the other party.

10.1.5 (i) The making by WCN of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against WCN of a petition to have WCN adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against WCN, the same is dismissed within two (2) months); (iii) the appointment of a trustee or receiver to take possession of substantially all of WCN's assets or of WCN's interest in this Agreement, where possession is not restored to WCN within one (1) month or (iv) the attachment, execution or other judicial seizure of substantially all of WCN's assets or of WCN's interest in this Agreement, where such seizure is not discharged within one (1) month.

10.2 Remedies. In the event of any such default or breach by a party, the non-breaching party may at any time thereafter, with or without notice or demand and without limiting the non-breaching party in the exercise of any other right or remedy which the non-breaching party may have by reason of such default or breach:

10.2.1 Terminate the Agreement, in which case the non-breaching party shall be entitled to recover from the breaching party all damages incurred by the non-breaching party by reason of the breaching party's default including, but not limited to, reasonable attorney's fees.

10.2.2 Maintain the Agreement, in which case (i) this Agreement shall continue in effect, and (ii) the non-breaching party shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover damages and reasonably attorney's fees.

10.2.3 Cure the breaching party's default, in which case any costs incurred by the non-breaching party in effecting a partial or complete cure (including, but not limited to, reasonable attorney's fees) shall be immediately due and payable by the breaching party (and the non-breaching party may withhold payments owed to breaching party under this Agreement to recover such amounts owed to the non-breaching party).

10.2.4 Pursue any other remedy now or hereafter available to the non-breaching party under the laws or judicial decisions of the State of Nebraska.

10.3 Correction of Defects by Sarpy. Without limiting the foregoing, if WCN fails to correct any defect in the performance by WCN under this Agreement with respect to the Operational Plan within two (2) Operating Days (as defined below) following receipt of written notice of such defect from Sarpy, then Sarpy may cause the defect to be corrected at the expense of WCN. Provided, however, that if such defect is not reasonably correctable during such a two

(2) day period, then Sarpy shall not cause the defect to be corrected at the expense of WCN unless: (a) WCN fails to initiate actions to correct such defect within two (2) Operating Days after receiving written notice from Sarpy; (b) WCN fails to provide Sarpy with a detailed timeline for prompt correction of such defect within such two (2) Operating Day period after receiving written notice from Sarpy; or (c) WCN fails to adhere to such detailed timeline for prompt correction of the defect. As used herein “Operating Day” shall mean any day on which the Transfer Station is open for operation in accordance with the Operational Plan (including, without limitation, any Saturdays on which the Transfer Stations is open for operation).

10.4 Assignment of Licenses and Permits. In the event that Sarpy elects to terminate this Agreement as a result of or in connection with a breach or default by WCN, or in the event of a termination of this Agreement by Sarpy pursuant to Section 11.24 of this Agreement, WCN covenants to take all actions necessary or appropriate, upon the request of Sarpy, to assign and transfer to Sarpy all licenses and permits necessary in connection with the operation of the Transfer Station.

10.5 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

ARTICLE 11 – MISCELLANEOUS

11.1 Entire Agreement. Except as the parties hereto may otherwise agree in writing, this Agreement, together with the agreements referred to herein and the Exhibits hereto and thereto, constitute the full and entire agreement and understanding between the parties with regard to the subject matter of this Agreement. Except as the parties hereto may otherwise agree in writing, all prior and contemporaneous agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Agreement are superseded by this Agreement, the Exhibits to this Agreement, and the documents referred to or implementing the provisions of this Agreement.

11.2 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

11.3 CONSENT TO JURISDICTION. SARPY AND WCN HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF NEBRASKA STATE COURT OR FEDERAL DISTRICT COURT LOCATED IN EITHER SARPY COUNTY, NEBRASKA OR DOUGLAS COUNTY, NEBRASKA, WITH RESPECT TO ANY ACTIONS, MATTERS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND SARPY AND WCN HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT TO SUCH ACTIONS, MATTERS OR DISPUTES SHALL BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTIONS, MATTERS OR DISPUTES BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

11.4 Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. The captions and headings of the sections and subsections of this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

11.5 Waiver and Amendment. This Agreement may be amended, supplemented, modified and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns. Any party may specifically and expressly waive in writing any portion of this Agreement or any breach hereof, but only to the extent such provision is for the benefit of the waiving party, and no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

11.6 Assignment. Except as specifically provided otherwise in this Agreement, neither this Agreement nor any interest herein shall be subcontracted or assigned (voluntarily, involuntarily, by judicial process, operation of Law, or otherwise, including, without limitation, by any change in control or ownership), in whole or in part, by WCN without the prior written consent of Sarpy, which consent may be withheld in Sarpy's sole discretion. Notwithstanding the foregoing, the restriction on assignment set forth in this Section 11.6 shall not be deemed violated by virtue of a merger or change in stock ownership of Waste Connections, Inc. (WCN's parent).

11.7 Expenses. Except as otherwise specifically provided herein, each of the parties shall pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of its own financial consultants, accountants and counsel. If suit is necessary to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover from the losing party such attorneys' fees and costs as may be awarded by the court. This award will include attorneys' fees or costs awarded on any appeal.

11.8 Successors and Assigns. Each of the terms, provisions, and obligations of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

11.9 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by registered or express mail (postage prepaid) or by facsimile to the parties at the following addresses and facsimile numbers:

If to WCN:	Waste Connections of Nebraska, Inc. Attn: Division Vice President 10810 South 144th Street
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Omaha, NE 68138
Facsimile #: (402) 896-6489

Copy to: Waste Connections, Inc.
Attn: General Counsel
2295 Iron Point Road, Suite 200
Folsom, CA 95630
Facsimile #: (916) 608-8291

If to Sarpy: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046-2894
Facsimile #: (402) 593-4471

Copy to: Mark Wayne
Sarpy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046-2845
Facsimile #: (402) 593-4304

Steven P. Case
McGrath North Mullin & Kratz, PC LLO
1601 Dodge St., Ste. 3700
Omaha, NE 68102
Facsimile #: (402) 341-0216

11.10 Severability. Each provision of this Agreement is intended to be severable. Should any provision of this Agreement or the application thereof be judicially declared to be or become illegal, invalid, unenforceable or void, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties.

11.11 Cumulative Remedies; Offset. No remedy made available hereunder by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. Without limiting any other rights or remedies available to the parties hereto, (i) Sarpy may offset from amounts otherwise due to WCN, arising under or related to this Agreement or the transactions contemplated herein, any sums owed by WCN to Sarpy (whether arising under or related to this Agreement or the transactions contemplated herein, or otherwise).

11.12 No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement will be construed as giving any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

11.13 Calendar Days, Weeks and Months. Unless otherwise specified in this Agreement, any reference to “day,” “week” or “month” in this Agreement will mean a calendar day, week or month.

11.14 Gender; Plural and Singular. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender had been used.

11.15 No Implied Covenants. Each party, against the other, waives and relinquishes any right to assert, either as a claim or as a defense, that any other party is bound to perform or liable for the nonperformance of any implied covenant or implied duty or implied obligation.

11.16 Independent Contractor. WCN is an independent contractor and not an employee, officer, agent or servant of Sarpy. Nothing in this Agreement shall be construed as creating a partnership or joint venture between WCN and Sarpy.

11.17 Governmental Authorities. For the purposes of this Agreement, “Governmental Authorities” shall mean the United States government; the government of the State of Nebraska, a county government or government of a city, town, or municipality and any subdivision, department, agency or authority thereof.

11.18 Time is of the Essence. In the performance of each part of this Agreement, time shall be of the essence. Each party hereto acknowledges and agrees that the periods of time set forth in this Agreement for the performance contemplated hereunder are reasonable.

11.19 No Brokers. Sarpy and WCN warrant that they have neither employed nor retained any company or person, other than a bona fide employee working for Sarpy or WCN, to solicit or secure this Agreement. The Parties further warrant that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WCN and Sarpy shall have the right to annul this Agreement without liability, or in their discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11.20 Americans With Disabilities Act. Sarpy and WCN promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C.A. §701, *et seq.*), and the Drug Free Workplace Act of 1988 (41 U.S.C.A. §701). Furthermore, pursuant to Neb. Rev. Stat. §73-102 (Reissue 1990), WCN and Sarpy declare, promise, and warrant that they have complied and will continue to comply in all regards with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, *et seq.*) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, (Reissue 2004), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

11.21 Personal Interests. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), the Parties hereto declare and affirm that no officer, member, or employee of WCN or Sarpy, and no member of their governing bodies, and no other public official of WCN or Sarpy who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties' obligations pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of WCN or Sarpy, nor any member of their governing bodies, have any interest, direct or indirect, in this Sarpy or the proceeds thereof.

11.22 Non-Solicitation. Neither Sarpy nor WCN shall engage the service of any person or persons presently in the employ of the other for work covered by this Agreement without the written consent of the employer of such person or persons.

11.23 Residency Verification Requirements. WCN agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. WCN is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11.24 Force Majeure. WCN shall not be in default under this Agreement in the event that the services to be provided by WCN pursuant to this Agreement are temporarily interrupted as a result of riots, wars, acts of terrorism, or natural disasters (floods, earthquakes, landslides and fires) that have caused severe damage (each a "Force Majeure Event"). WCN shall immediately notify Sarpy in the event that WCN's performance hereunder will be temporarily interrupted as a result of a Force Majeure Event. WCN shall take all actions necessary to resume performance hereunder as soon as possible following the occurrence of a Force Majeure Event. At any time during which the performance of WCN's services under this Agreement are temporarily interrupted as a result of a Force Majeure Event, Sarpy shall be permitted to make alternative arrangements for the provision of any and all interrupted services. In the event that the performance of any or all of WCN's services under this Agreement are interrupted for more than one (1) year as a result of a Force Majeure Event, Sarpy shall have the right to terminate this Agreement upon written notice to WCN.

11.25 Counterparts. This Agreement may be executed in one or more counterparts, including counterparts by facsimile each of which shall be deemed an original, but all of which together shall constitute a single agreement.

[Remainder of Page Left Intentionally Blank – Signature Page to Follow]

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

County of Sarpy, Nebraska,
a Nebraska municipal corporation

By: Tom Michael 3/1/11
Title: Chairman, Sarpy Co. Board

Waste Connections of Nebraska, Inc.,
a Nebraska corporation

By: J. A. Jett 3/1/11
Title: SR Vice President

Approved as to form:

[Signature]
County Attorney

Section d

**Operational Plan
Proposal for Outsourcing
Sarpy County Transfer Station**

January 26, 2011



Prepared for:

Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion, Nebraska 68046

Prepared By:



Waste Connections of Nebraska, Inc.
10810 South 144th Street
Omaha, Nebraska 68138
402.367.4662

Contact: Mr. Kelly Danielson
Title: Assistant District Manager
E-mail: KellyD@wasteconnections.com

Section d

**Operational Plan
Proposal for Outsourcing
Sarpy County Transfer Station**

October 14, 2010

Table of Contents

Introduction..... 1

a. Transfer Facility..... 1

 a.1 Facility Description..... 1

 a.2 Waste Transfer and Storage Capacity..... 9

 a.3 Similar Transfer Station Projects..... 9

 a.4 Fencing..... 9

 a.5 Roads and Parking Areas..... 10

 a.6 Landscaping and Berms..... 10

 a.7 Weighing and Scaling..... 11

 a.8 Site Plan..... 11

 a.9 Facility Features..... 12

b. Equipment..... 12

 b.1 Number and Type of Equipment..... 12

 b.2 Equipment Maintenance Policy..... 13

 b.3 Equipment Replacement Policy..... 13

 b.4 Equipment Information..... 14

c. Procedures..... 14

 c.1 Waste Acceptance and Processing..... 14

 c.2 Recyclable Materials..... 15

 c.3 Disposal Site..... 16

 c.4 Commercial and Residential Customers..... 16

 c.5 Contingency Plan..... 17

 c.6 Intake Procedures..... 18

 c.7 Verify Tonnage Intake..... 19

 c.8 Health and Safety Procedures..... 19

 c.9 Waste Inspection and Exclusion Program..... 20

 c.10 Employees..... 23

 c.11 Recordkeeping..... 24

 c.12 Subcontractors..... 24

 c.13 Vector Control and Mitigative Measures..... 24

 c.14 Hours of Operations..... 26

 c.15 Schedule of Construction and Opening..... 26

 c.16 Yard Waste..... 27

 c.17 Tipping Fees..... 27

List of Figures

Figure No.	Title	Page
1	Site Plan	2
2	Floor Plan.....	3
3	Building Profiles	5
4	Traffic Plan	8

List of Tables

Table No.	Title	Page
A	Crosswalk.....	iii
1	Facility Size	4
2	Equipment List.....	13
3	Contingency Response Measures	17
4	Health and Safety Plan Table of Contents	20
5	Suspect Waste Identification and Response	21
6	Facility Personnel.....	23
7	Schedule of Construction and Opening	28
8	List of Acronyms	29

List of Appendices

Appendix No.	Title
A.1	Project Summaries
B.1	Maintenance Schedule and Inspection Policy
B.2	Equipment Literature
C.1	Load Screening and Inspections Policy
C.2	Butler County Landfill Compliance Record
C.3	Health and Safety Information
C.4	Transfer Station Audit Report
C.5	MBI Company Information

Table A
Sarpy County Transfer Station - Proposal for Outsourcing
Operational Plan Crosswalk

Description	Section
	Introduction
a. Transfer Facility	a. Transfer Facility
1 Describe the proposed transfer station	a.1 Facility Description
A. Provide the total size of the facility in square feet.	a.1.A Size Figure 1 - Site Plan; Figure 2 - Floor Plan; Table 1 - Facility Size
B. Provide information on construction type and materials (roof, walls, doors, floor, foundation).	a.1.B Construction Materials Figure 3 - Building Profiles
C. Provide information on how the building will be designed to handle the loading of transfer trailers.	a.1.C Transfer Loadout
D. Provide information on how the building will be designed to handle both commercial and residential customers.	a.1.D Traffic Flow Figure 4 - Traffic Plan
2 Provide the capacity, in tons, that the transfer station will be able to handle.	a.2 Waste Transfer and Storage Capacity c. Procedures
3 Provide pictures, illustrations, elevations, floor plans, and literature along with contact information of facilities similar to the one being proposed.	a.3 Similar Transfer Station Projects Appendix A.1 - Project Summaries
4 Describe fencing that will be installed. Proposed fence must match existing fencing, minimum 11 feet high plus three strand barb leaning in. Fencing must meet Sarpy County	a.4 Fencing
5 Describe interior roads and parking areas that will be installed, minimum 10 inch concrete for all interior roads and parking areas. Roads and parking must meet Sarpy County	a.5 Roads and Parking Areas Figure 1 - Site Plan
6 Describe landscaping and berms that will be installed.	a.6 Landscaping and Berms Figure 1 - Site Plan
7 Describe weighing and scaling with the transfer station operation in accordance with Section VI. n.	a.7 Weighing and Scaling a.1.D Traffic Flow Figure 4 - Traffic Plan
8 Provide a layout drawn to scale showing the location of buildings, roads, parking lots, fences, berms, landscaping, and traffic flows.	a.8 Site Plan Figure 1 - Site Plan
9 Describe any other facilities features that are proposed or that would give Sarpy County a better understanding of the proposal.	a.9 Facility Features
b. Equipment	b. Equipment
1 Describe the number and type of equipment (including make, model, and year) that will be utilized for all operations including, but not limited to:	b.1 Number and Type of Equipment Table 2 - Equipment List Appendix B.2 - Equipment Literature
A. Loading equipment	
B. Transfer trailers and trucks	
C. Scale equipment	
D. Other	
2 Describe the equipment maintenance policy that will be followed. This should include a back up plan for maintenance and repair.	b.2 Equipment Maintenance Policy Appendix B.1 - Maintenance Schedule and Inspection Policy
3 Describe the equipment replacement policy that will be followed.	b.3 Equipment Replacement Policy
4 Provide any other information relating to the equipment that will give Sarpy County a better understanding of the proposal, including literature.	b.4 Equipment Information Appendix B.2 - Equipment Literature

Table A
Sarpy County Transfer Station - Proposal for Outsourcing
Operational Plan Crosswalk

Description	Section
c. Procedures	c. Procedures
1 Provide a general description of how solid waste will be handled from the time it arrives at the weigh scale building to the time it is delivered to the offsite Subtitle D Landfill.	c.1 Waste Acceptance and Processing c.6 Intake Procedures c.9 waste Inspections and Exclusion Program Appendix C.1 - Load Screening and Inspection Policy
2 Describe how recyclable materials will be handled.	c.2 Recyclable Materials
3 Explain where trash will be hauled (offsite Subtitle D Landfill location). Describe the contractual agreement with the offsite location, including the term of the agreement, the capacity of the facility and a record of any violations of the facility.	c.3 Disposal Site Appendix C.2 - Butler County Compliance Record
4 Describe procedure for handling commercial and residential customers	c.4 Commercial and Residential Customers Figure 2 - Floor Plan Figure 4 - Traffic Plan
5 Describe procedures for handling trash during emergencies, such as inclement weather and equipment breakdowns.	c.5 Contingency Plan Table 3 - Contingency Response Measures
6 Describe intake procedures, such as weighing, charging, etc.	c.6 Intake Procedures
7 Describe procedures that will be implemented to allow Sarpy County to verify tonnage intake.	c.7 Verify Tonnage Intake
8 Describe safety procedures that will be implemented.	c.8 Safety Procedures Table 4 - Health and Safety Plan Table of Contents Appendix C.3 - Health and Safety Information
9 Describe procedures that will be implemented to screen waste to ensure that unacceptable/non-permitted waste is properly handled.	c.9 Waste Inspection and Exclusion Program c.1 Waste Acceptance and Processing Table 5 - Suspect Waste Identification and Response Appendix C.1 - Load Screening and Inspection Policy
10 Describe the staffing positions required for the operation and maintenance of the facility and give the number of individuals that will be assigned to each position and the experience that will be required for each position. Also, describe training that will be provided to staff.	c.10 Employees Table 6 - Facility Personnel
11 Describe and provide sample copies of reports that will be provided to Sarpy County.	c.11 Recordkeeping Appendix C.4 - Transfer Station Audit Report
12 Describe, in detail, any subcontracts that will be used for this project. Identify all subcontractors.	c.12 Subcontractors Appendix C.5 - MBI Company Information
13 Describe procedures that will be utilized for vermin, insect, odor, and litter control.	c.13 Vector Control and Mitigative Measure Figure 2 - Floor Plan
14 Describe, in detail, the specific hours of operation. Minimum hours are eight (8) hours per day, six (6) days per week and fifty-two (52) weeks per year.	c.14 Hours of Operations
15 Describe the proposed time frame for the construction and opening of the transfer station.	c.15 Schedule of Construction and Opening Table 7 - Schedule of Construction and Opening
16 Confirm that yard waste will not be accepted and that all yard waste will be diverted to the Sarpy County Landfill or some other facility designated by Sarpy County, unless acceptance of yard waste is specifically authorized, in writing, by Sarpy County,	c.16 Yard Waste
17 Contractor to state tipping fee, by rate per ton, on Bid Form.	c.17 Tipping Fees
	Table 8 - List of Acronyms

Introduction

Waste Connections of Nebraska, Inc. (WCN) is very familiar with Sarpy County and its solid waste service area. We have used this knowledge to tailor this Proposal specific to the County's current needs and future objectives.

The WCN plan would allow for accelerated upgrades to the transfer station, more than tripling the current capacity. Our design also provides separate and adjustable traffic flow and unloading areas for public (self-haul) customers vs. commercial deliveries. By maintaining most of the current infrastructure, the improvements would be cost-effective while minimizing potential disruptions to operations during the transition.

WCN plans to use the transfer station upgrades as a catalyst for ramping up recycling and waste diversion opportunities in Sarpy County, including RecycleBank[®]. Although the emphasis will be on new transfer facilities, WCN plans to accept single-stream and source-separated recyclables on the tipping floor. With the goal of fostering greater system integration, we have shown the potential footprint for a future Materials Recovery Facility (MRF) that would be dedicated to recyclables management. Flexibility is built into the site plan; as well as the Proposal elements and Alternates.

a. Transfer Facility

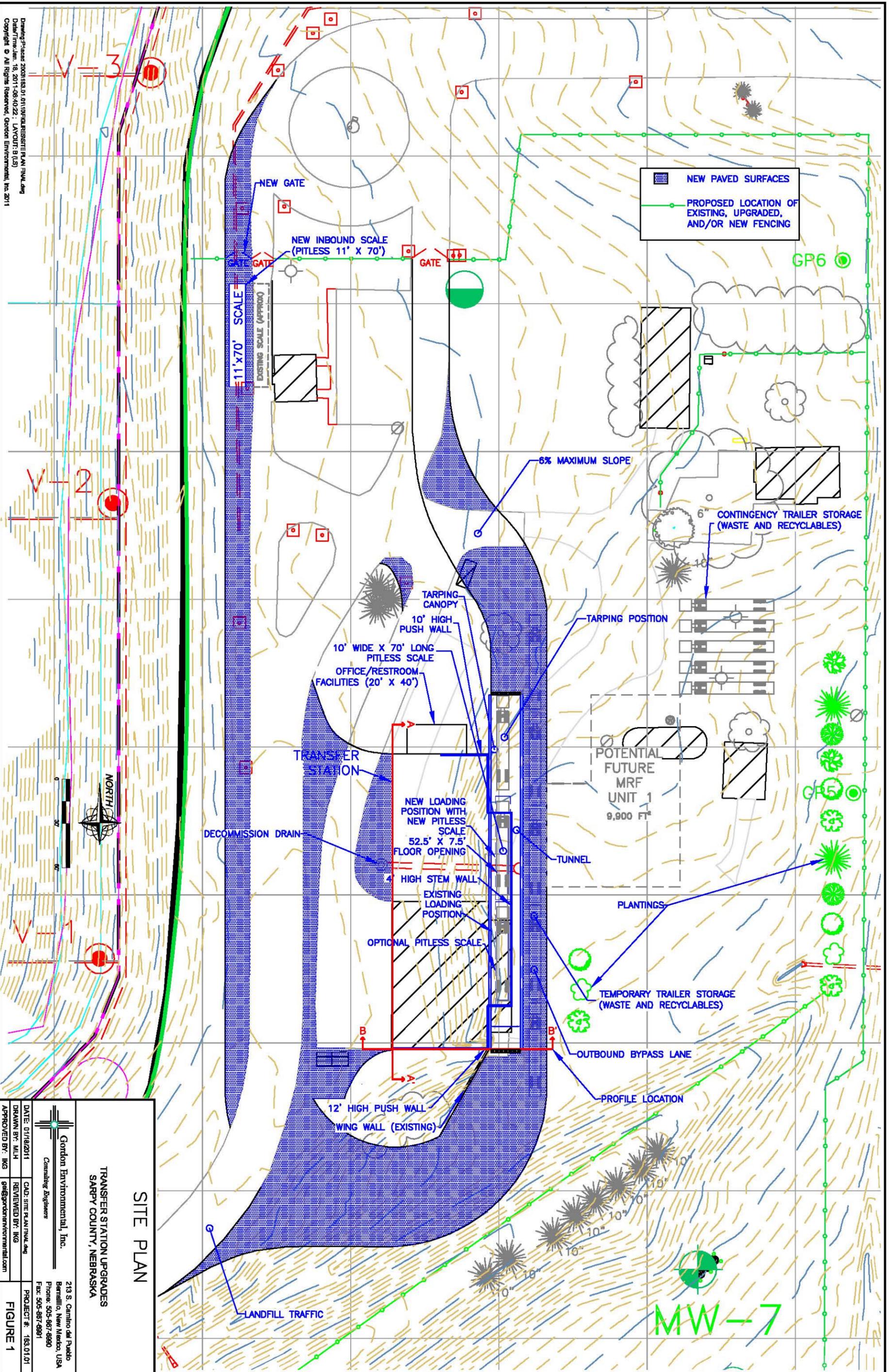
a.1 Facility Description

a.1.A Size

WCN is proposing to upgrade the transfer station by essentially doubling the footprint of the tipping floor; and increasing the loadout tunnel dimensions by a factor of four. At the same time, WCN will use the existing infrastructure to the maximum extent practical, as it provides a very functional layout. This will also minimize disruption of operations during the transition period.

Figure 1 is a preliminary Site Plan which defines the overall dimensions for the project improvements. **Figure 2** provides a Floor Plan for the upgraded Transfer Station, and **Table 1** provides a summary of the areas for current and proposed structures. A "Health and

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NEW PAVED SURFACES
 PROPOSED LOCATION OF EXISTING, UPGRADED, AND/OR NEW FENCING

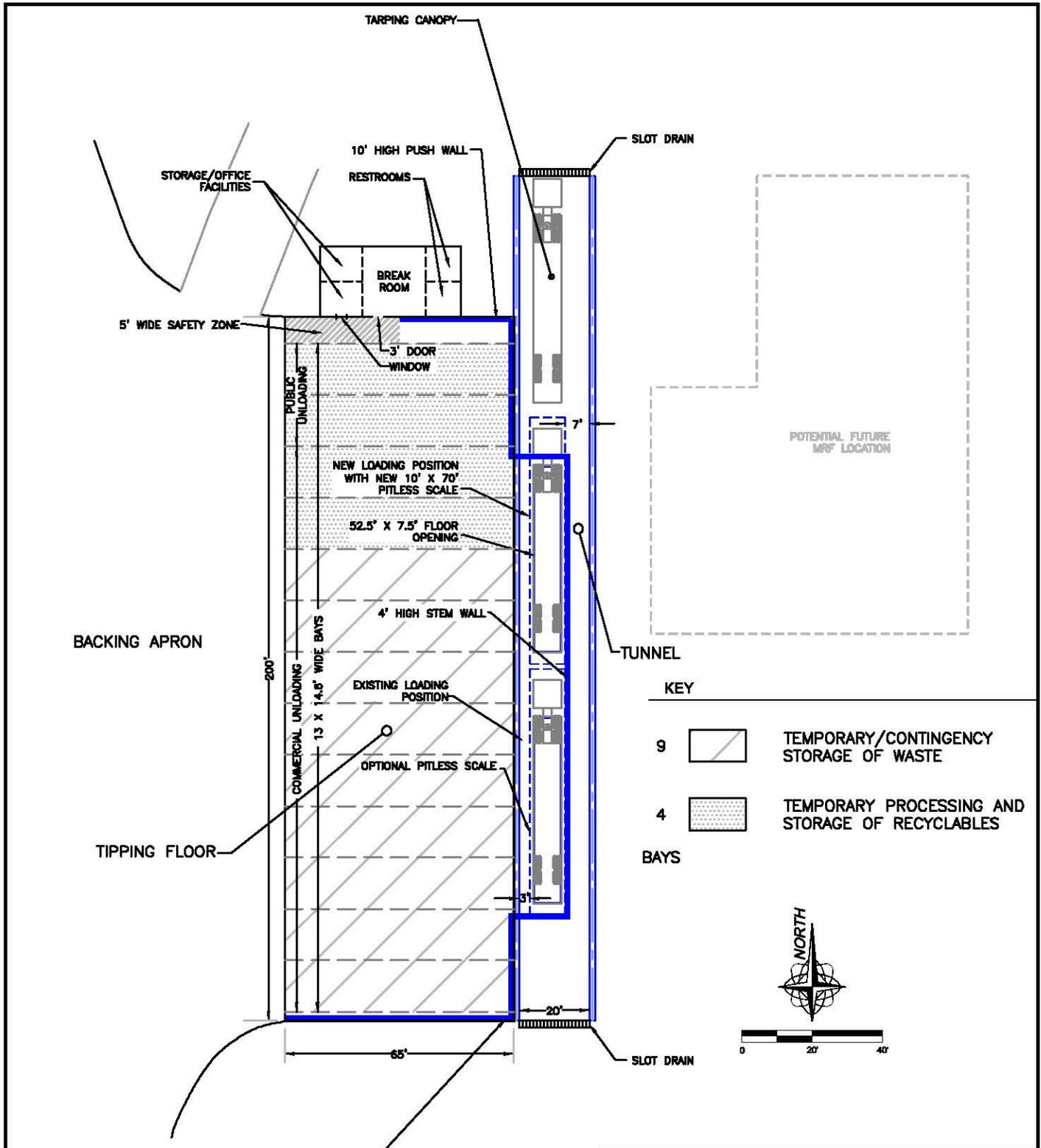
SITE PLAN

**TRANSFER STATION UPGRADES
 SARPY COUNTY, NEBRASKA**

Gordon Environmental, Inc.
 Consulting Engineers
 213 S. Camino del Pueblo
 Bernalillo, New Mexico, USA
 Phone: 505-867-8880
 Fax: 505-867-8891

DATE: 01/18/2011
 DRAWN BY: MLH
 APPROVED BY: IKG
 CAD: SITE PLAN FINAL.dwg
 REVIEWED BY: IKG
 PROJECT #: 183.01.01

FIGURE 1



FLOOR PLAN

TRANSFER STATION UPGRADES
SARPY COUNTY, NEBRASKA

 **Gordon Environmental, Inc.**
Consulting Engineers
213 S. Camino del Pueblo
Bernalillo, New Mexico, USA
Phone: 505-867-8990
Fax: 505-867-6991

DATE: 01/17/2011	CAD: FLOOR PLAN FINAL.dwg	PROJECT #: 183.01.01
DRAWN BY: MLH	REVIEWED BY: IKG	FIGURE 2
APPROVED BY: IKG	ge@gordonenvironmental.com	

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Safety Zone” is provided on the north Tipping Floor footprint that will provide protection from equipment activities; as well as a high capacity hose, an eye-wash station, emergency shower, first aid equipment, etc.

Table 1
Sarpy County Transfer Station
Facility Size (ft²)

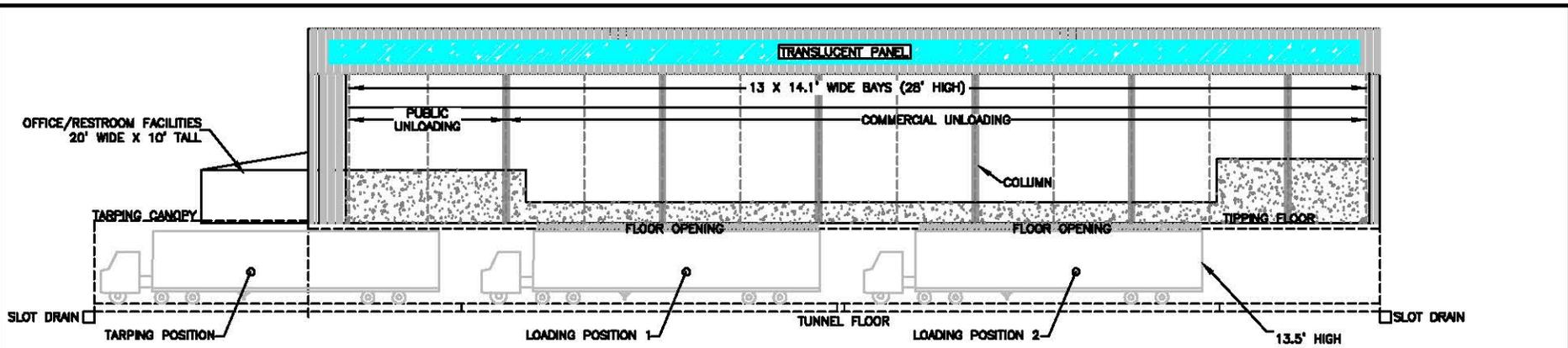
Description	Existing	Proposed
1. Transfer Station		
Tipping Floor	6,500	13,000
Loadout Tunnel	<1,000	4,000
Total:	7,500	17,000
2. Scale House	900	900
3. Materials Recovery Facility (future)	-	(9,900)

a.1.B Construction Materials

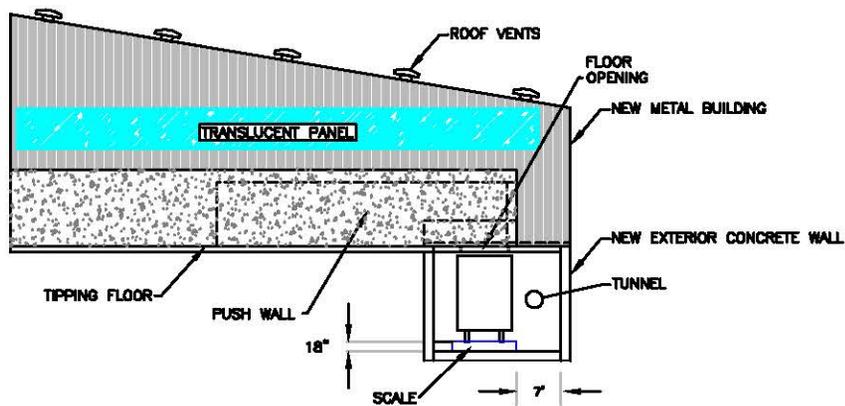
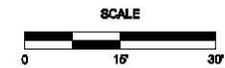
The Transfer Station structure will be a standard metal building with translucent panels positioned to take advantage of natural lighting (**Figure 3**). Consistent with the current configuration, the east side of the building will be open to allow commercial and public vehicles to back into the tipping floor. The floor will be constructed of reinforced hardened concrete sloped slightly toward the tunnel.

New reinforced concrete walls will be installed on the outside of the tunnel, with the metal skin of the building extended vertically above (**Figure 3**). This will completely enclose the tunnel except at the entrance and exit. A metal canopy is planned to extend approximately 35’ north of the tunnel to provide a weather shield for tarping of outbound transfer loads.

Building clearance will be a minimum of 28’ to accommodate waste collection vehicles in the unloading position, and columns are minimized (**Figure 3**). Reinforced concrete “push walls” are planned to augment waste storage on both the north and south sides of the loading area. There are 10’ to 12’ push walls provided for storage, and 4’ high concrete stem walls to feed the loading positions (Section a.1.D). The concrete walls will be installed independent of the building frame, as they are subject to routine pressure and maintenance. The tops of the concrete walls, and other potentially horizontal surfaces, will be angled at 45% to prevent the accumulation of debris and dust.



WEST PROFILE
A-A'



SOUTH PROFILE
B-B'

BUILDING PROFILES		
TRANSFER STATION UPGRADES SARPY COUNTY, NEBRASKA		
 Gordon Environmental, Inc. <i>Consulting Engineers</i>		213 S. Camino del Pueblo Bernalillo, New Mexico, USA Phone: 505-867-8990 Fax: 505-867-8991
DATE: 01/17/2011	CAD: PROFILES FINAL.dwg	PROJECT #: 183.01.01
DRAWN BY: MLH	REVIEWED BY: IKG	FIGURE 3
APPROVED BY: IKG	gei@gordonenvironmental.com	

The metal roof will be sloped at 1:12 (**Figure 3**); and may also have translucent panels to admit natural lighting. The roof is planned to slope to the east to a gutter and downspout system along the outside wall of the tunnel. Concrete footings will be specified by a licensed structural engineer based on geotechnical testing results of on-site soil conditions. No new doors are planned for the transfer station structure, except those associated with the new administrative facilities on the north side of the new building (**Figure 2**). The new access roads, backing apron, and parking areas will be constructed of minimum 10” thick concrete.

A Materials Recovery Facility (MRF) is being considered as a future installation, and would include ADA men’s and women’s restrooms. WCN will initially provide and maintain portable sanitation facilities. If installation of the MRF is not implemented within a reasonable timeframe, restrooms will be added to the Transfer Station structure (**Figure 2**); and a septic system will be installed. It would be constructed as a standard metal building on a reinforced concrete floor and present a similar appearance as the transfer station structure. Particular attention would be paid to the aesthetics of the façade that faces S. 156th Street. A concrete loading dock is being considered for loadout of baled and other recyclables. Metal roll-up doors may be installed in the unloading area and at the loading dock. No MRF shall be installed, unless there is a Sarpy/WCN approved amendment to the Operating and Lease Agreement that specifically provides for a MRF.

a.1.C Transfer Loadout

Based on a focused evaluation of on-site conditions and project specifications, WCN plans to maintain the full tunnel depth, gravity-loading configuration currently in-place at SCTS. This has proven to be an efficient and cost-effective option for most solid waste transfer operations. WCN will add a second loading position, and one or two above-grade scales with a “scoreboard” on the tipping floor level to allow the loader operator to maximize payloads. This also eliminates the need to provide an outbound scale for the transfer trailers, streamlining the traffic flow (Section a.1.D).

The inbound commercial and self-haul vehicles will unload on the concrete tipping floor at the direction of site personnel (Section a.1.D); and tipping floor equipment will push the waste to the loading positions. The loading positions will consist of grade-level “holes” in the tipping floor, typically armored with steel. As indicated above, 4’ high stem walls will be

used to direct the waste into the trailers, and 10' to 12' high push walls on either side will add storage capacity (**Figure 2**). Tipping floor equipment (Section b.1) will load the trailers from the tipping floor level (**Figure 3**), and then level and compact the load to achieve maximum payload.

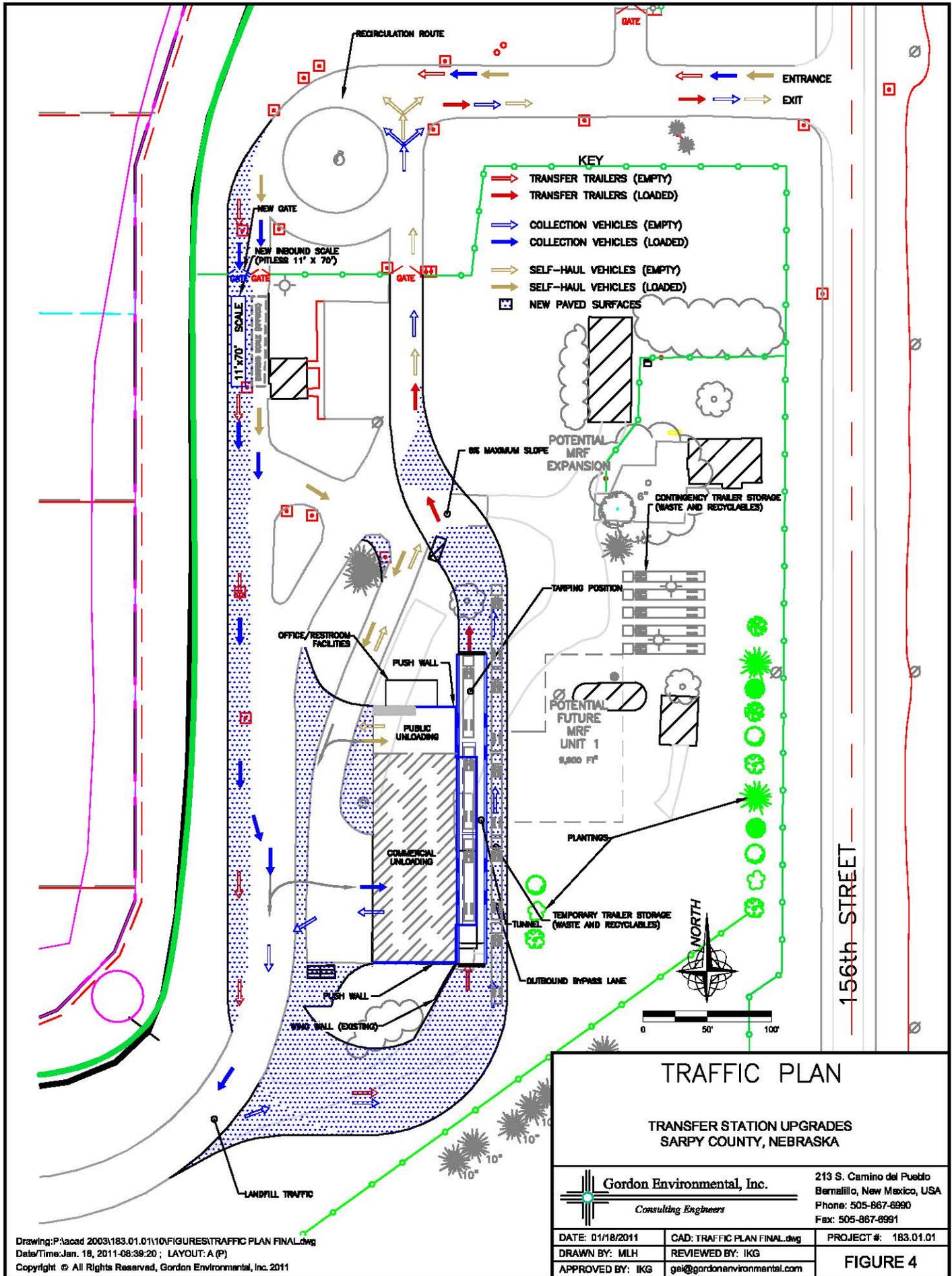
In the design shown on the drawings, the tunnel will be enclosed by reinforced concrete walls on both sides, with a metal building skin extending to the roof level of the tipping floor (**Figure 3**). The tunnel width has been extended to 20' to allow cleanout of the tunnel (and below the above-grade scale(s)) by a "bobcat" or articulated tool carrier.

Empty transfer trailer will be tare-weighted (i.e., empty) in the automated system, thus not requiring inbound scaling. WCN has evaluated and updated both the turning radii and slopes for transfer vehicles in the proposed design (**Figure 1**). As indicated in a.2 (below), the upgraded configuration will manage at least 2,000 tons/day, while maintaining much of the current design and minimizing disruption of operations during the transition.

a.1.D Traffic Flow

The Traffic Plan (**Figure 4**) is focused on maximizing safe and efficient service for both public (self-haul) and commercial customers. The establishment of one-way counter-clockwise traffic flow is the proven technique at minimizing crossings and turning conflicts. The public customers are separated from the truck traffic immediately after the scalehouse, and provided with their own dedicated inbound/outbound lanes. The public is also provided 2 – 4 bays on the enclosed tipping floor for unloading; in an area segregated from commercial operations (**Figure 2**). The area dedicated to public access can be readily adjusted using traffic cones, barriers, markings, and personnel instructions to adapt to daily, weekend, or seasonal peak flows. Operations of the public disposal accommodations is focused on safety and convenience. The public will also have an opportunity to unload either single-stream or source-separated recyclable at the Transfer Station.

Commercial receiving operations begin at the scalehouse, where vehicles weights, waste origin, etc., are recorded. The public and commercial vehicles will use the existing scale; and most WCN delivery trucks will access the new parallel inbound scale for automated processing that will include recording all information required by the County's



TRAFFIC PLAN

TRANSFER STATION UPGRADES
SARPY COUNTY, NEBRASKA

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Consulting Engineers
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Bernalillo, New Mexico, USA
Phone: 505-867-6990
Fax: 505-867-6991

DATE: 01/18/2011	CAD: TRAFFIC PLAN FINAL.dwg	PROJECT #: 183.01.01
DRAWN BY: MLH	REVIEWED BY: IKG	FIGURE 4
APPROVED BY: IKG	gei@gordonenvironmental.com	

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“WasteWORKS[®]” data management system for each load. The backing apron has been expanded, allowing tipping floor access by up to 12 commercial vehicles at the same time, including single-stream recyclables. The commercial vehicles will be provided a separate access to the tipping floor downtime from the public traffic; and a segregated egress around the transfer station to the south.

a.2 Waste Transfer and Storage Capacity

Upgrades proposed by WCN for the SCTS will provide two gravity-loaded transfer positions vs. the current one. At projected payloads of 22 tons and conservative loading times of 15 minutes, the updated design can accommodate an MSW loadout rate of 175 tons/hr. This is equivalent to over 2,000 tons/day (tpd) on an 12 hour shift extended beyond waste receiving hours to maximize waste throughput (i.e., > 600,000 tons per year). Under routine conditions, additional temporary storage of waste and recyclable is provided by five tractor-trailer parking position on the tunnel bypass lane as shown on **Figure 1**.

The maximum waste storage capacity within the building is approximately 5,000 cubic yards (> 1,000 tons ±), taking advantage of the push walls. The fleet of transfer trailers can accommodate an additional capacity of over 700 tons providing potential storage for 24 hours of waste receipts if the Contingency Plan needs to be implemented (Section c.5). WCN will monitor waste receipts at the SCTS to ensure that the facility storage capacity is not exceeded, and will cease accepting waste when this capacity is approached. Waste storage will only take place within the building or in enclosed transfer trailers servicing the facility.

a.3 Similar Transfer Station Projects

Appendix A.1 provides summaries of key projects completed by WCI that are directly applicable to the core services planned for Sarpy County.

a.4 Fencing

WCN will restrict public access, and prevent unauthorized vehicular traffic and illegal dumping of wastes by using the existing network of access and litter control fencing and gates. Existing fencing may be upgraded, and any new fencing will be chain-link construction at least eleven-feet high plus a three-foot overhang inclined at 45% toward the

site interior, also comprised of chain link or comparable materials for litter control (i.e., no barbed-wire). All new fencing will be in compliance with Sarpy County zoning standards and the location is subject to the approval of the County. The location of proposed existing, upgraded, or new fencing and gates is shown on **Figure 1**. Access gates will be extended to meet the upgraded design (i.e., new inbound gate) and will be open during hours of active operation and locked at the end of the operating day.

a.5 Roads and Parking Areas

Access roads within the facility will be paved with all-weather surfaces, designed with proper drainage controls and maintained to be negotiable by all vehicles accessing the facility. **Figure 1** shows new paved surfaces that will be installed on new roadway and parking areas, constructed to Sarpy County zoning standards (i.e., 10” thick concrete). The design for upgrades has deliberately incorporated or adapted nearly all of the existing paved surfaces, as they are deemed to be in competent condition and well positioned. Existing paved surfaces will be reviewed, updated, and tied into the updated grading plan.

WCN believes that the County’s existing employee and visitor parking area will be sufficient to serve the Transfer Station operation recognizing that full operation of the Transfer Station commences upon Landfill closure. However, WCN will fully comply with the County’s request for additional parking should it be necessary.

a.6 Landscaping and Berms

WCN plans to retain the existing screening berm on the south side of the Transfer Facility for visual screening and as a wind buffer. With the prevailing wind direction from the south/southeast, the existing screening is ideally positioned to reduce litter, dust, etc. Landscaping will be maintained and/or enhanced on the berm, and existing foliage will also be maintained and enhanced to the extent practical. No new berms are considered necessary; and the Site Plan (**Figure 1**) shows the potential location for new plantings and landscaping.

Notwithstanding the above, WCN will work closely with the County’s Planning Department to ensure adequate screening for equipment that may be parked outside the Transfer Station and any other Transfer Station related improvements that the County believes need to be screened from public roadways.

a.7 Weighing and Scaling

WCN plans to rely on the existing scaling system to the extent practical. The existing inbound scale will be maintained in its current position; and a second inbound “above-grade” scale will be added parallel to it. The existing scale will be used, as it currently is, for commercial and public deliveries and confirming empty (tare) weights via recirculation (see **Figure 4**, Traffic Plan). The new inbound scale will be used primarily for WCN collection vehicles, which will be equipped for automated transactions (and will have recorded tare weights on file). As discussed in Section a.1.D, WCN commercial vehicles will be tare-weighted and equipped for automated processing that will record the required information for each load in the County’s data processing system. Stop lights or a Sarpy County-approved traffic management system will be installed to ensure the safety of vehicles entering and exiting the scales.

The tunnel in the transfer station will be equipped with one above-grade scale in the front loading position to allow each trailer to be “topped-off”; and a second scale may be added to the rear position when volumes increase. The loads will be recorded on a “scoreboard” at the tipping floor level to guide equipment operators in maximizing transfer payloads. Above-grade (or “pitless”) scales are best for minimizing debris in the scale chamber (i.e., vs. pit scales), and will eliminate the need for outbound scaling of the loaded transfer trailers. Routine re-taring of commercial and public vehicles will be conducted via recirculation (**Figure 4**, Traffic Plan).

a.8 Site Plan

Figure 1 is a preliminary Site Plan that shows the location of structures, existing and proposed roadways, parking areas; as well as existing and proposed fencing, gates, berms and landscaping. For clarity, traffic is detailed separately on **Figure 4**, Traffic Plan. **Figure 2**, Floor Plan, provided more detail on the improvements and activities proposed for the structures.

a.9 Facility Features

The upgrades to the SCTS proposed by WCN provide specific advantages vs. the current system:

- It will more than triple the throughput the capacity of the current system for MSW.
- It will enhance public safety using dedicated public disposal and recycling options.
- It will provide new facilities for public and commercial recycling via acceptance of recyclables in the tipping area and the proposed future MRF.
- It will take maximum advantage of the existing infrastructure; minimizing construction costs and disruption of active operations.
- It will facilitate immediate upgrades to recycling and waste diversion initiatives in Sarpy County.

b. Equipment

b.1 Number and Type of Equipment

The equipment types planned to be available for initial operations at the facility are identified on **Table 2**. Equipment types and specifications may vary over time as opportunities arise to adapt to changes in waste volumes, improve efficiencies, deploy new technologies, etc. Back-up equipment will be made available through local WCN affiliates; or lease/rental from local equipment suppliers (i.e., Nebraska Machinery).

In the event of equipment breakdown or unforeseeable events the following contingency plans will be put into effect:

- If the semi tractors or trailers are disabled or otherwise unavailable to transport waste from the transfer station, the alternative will be to transport all waste directly to the Butler County Landfill or Sarpy/WCN approved alternate site (Landfill) via the collection fleet.
- If the route to the Landfill, or its availability, is temporarily disrupted; transfer loads will be diverted to one of the other regional WCN landfills operated by WCN (Section c.3).

Table 2
Sarpy County Transfer Station
Equipment List

Type	Application	Make/Model/Year	Number
Tractor	Manipulating trailers on-site, hauling of transfer trailers with waste and recyclables	2005 Kenworth T800 or equivalent	10-15
Transfer Trailers (100-140 cy)	Hauling of waste to disposal, temporary waste storage	2005 Titan Trailers (110-140 cy) or equivalent	15-20
Wheel Loader	Materials handling on tipping floors; loading	2008 CAT 960; 2003 Volvo L120 or equivalent	2
Rubber-tired Backhoe	Load-leveling and waste compaction	TBD	Future or Optional
Baler	Stationary horizontal baler for compacting recyclable materials	TBD	Future
Integrated Tool Carrier/Bobcat	General maintenance, waste handling on the tipping floor, sweeping, snow removal, etc.	2007 Bobcat 773 or equivalent	1
Pit Scale	Weigh-in and weigh-out	-	1 Existing
Above-grade (pitless) Scale (min. 10' x 70')	Weigh-in and weigh-out, 1 in tunnel to weigh transfer loads	Survivor 7011-ST-100-OTR or equivalent	1 inbound; 1 in tunnel 1 (future) in tunnel

Notes:

Equivalent models may be substituted. The number of each equipment type is matched to the projected waste/recyclable types and volumes, and the list may be modified in response to changes in waste streams, technology, funding, etc. Equipment is subject to routine replacement.

Abbreviations:

cy = cubic yards

TBD = To be determined

b.2 Equipment Maintenance Policy

The Maintenance Schedule and Inspection Policy is provided as **Appendix B.1**. This Maintenance Schedule and Inspection Policy presents procedures for ensuring a high level of continuous performance for facility equipment.

b.3 Equipment Replacement Policy

WCN has a rigorous equipment replacement policy for its collection fleet and equipment used for tipping floor operations (i.e., wheeled loaders). Collections vehicles and transfer station operating equipment are evaluated annually. Factors which will determine replacement include but are not limited to maintenance costs, down time, waste volumes and

safety of equipment. MBI, the preferred contractor for the transfer hauling operation (Section c.12) uses similar parameters for maintaining its trucking fleet.

b.4 Equipment Information

Appendix B.2 provides literature on equipment that is tentatively planned for initial operations at Sarpy County Transfer Station.

c. Procedures

c.1 Waste Acceptance and Processing

The Scalehouse Attendant will record pertinent information (e.g., vehicle type, size, origin, material type), verbally confirm the absence of prohibited materials and provide instructions for proceeding to the appropriate location. Instructions regarding unloading locations, positions and procedures will be augmented by on-site signs, markings, barriers, handouts, and facility personnel at the Transfer Station structure. **Figure 4**, Traffic Plan, depicts the vehicular traffic flow within the facility boundary. The traffic flow arrows identify the segregated routes for transfer trailers, commercial vehicles, and private (self-haul) vehicles. A “scoreboard” is planned above the loading positions to provide readouts from the tunnel scale(s) so that payloads can be maximized without exceeding highway load limits.

As waste is unloaded on the tipping floor, tipping floor personnel will be present to observe the material for evidence of any prohibited materials. All WCN personnel will follow the Load Screening and Inspections Policy (**Appendix C.1** and Waste Inspection and Exclusion Program, Section c.9). The tipping floor personnel will observe the load as it is discharged onto the tipping floor for unacceptable materials. Any unacceptable materials will be separated and segregated for further evaluation. The tipping floor personnel may require any unacceptable materials to be reloaded onto the vehicle that delivered the waste to the site, and record this on a Load Rejection Form.

Acceptable waste will be managed on the tipping floor primarily by wheeled loader(s) which will manipulate and compact the waste. Using a loader, the operator will push the waste and deposit it into one of the two transfer trailers positioned in the adjacent loadout tunnel, watching for unacceptable materials that were not spotted previously. During peak delivery

periods, or to provide additional compaction, the loaders may push the waste to one of the concrete push walls prior to loadout for temporary storage.

Residential customers and small haulers will be directed to access the tipping floor via the dedicated public access road and north bays of the Transfer Station building. Safety markers, barriers, traffic cones, or other safety features inside the Transfer Station will be used to segregate the residential/small hauler unloading area on the tipping floor from the commercial unloading area to maximize safety. The locations of these barriers will be adjustable to accommodate peak hourly flows of commercial wastes and peak daily flows of self-haul loads (i.e., weekends).

During contingency conditions, the floor storage capacity of the facility is over 5,000 cubic yards of municipal solid waste with approximately 3,000 – 3,500 cubic yards of capacity available in the transfer trailers. If at any time the storage capacity of the facility is approached, the facility will be temporarily closed and commercial deliveries will be directed to proceed directly to the Landfill. Waste will be temporarily stored in the transfer trailers and in the transfer structure as necessary. Any necessary modifications or deviations to the NDEQ approved Operations and Management Plan will be entered into the Facility Operating Record.

c.2 Recyclable Materials

Public and commercial vehicles delivering pre-sorted loads of recyclable materials will be directed to the north and south ends of the Tipping Floor, respectively to evaluate, store, and loadout recyclables typically “top-loaded” into transfer trailers in the tunnel. Additional sorting activities will be limited, and outbound recyclables may be baled prior to loadout. A dedicated MRF may be installed on the site east of the Transfer Structure (**Figure 1**) in the future dependent upon demand and subject to the approval of Sarpy County. Installations could include a baler, loadout dock, sorting facilities, etc.

WCN will segregate waste tires, major appliances, air conditioners and other solid waste materials suitable for diversion and will identify suitable outlets for these materials and manage this program.

c.3 Disposal Site

WCN currently plans to transport the municipal solid waste from the Sarpy County Transfer Station to the Butler County Landfill or a Sarpy/WCN alternate site (“the Landfill”). The Butler County Landfill is located about 64 roadway miles west of the Station; and is owned and operated by WCN.

Appendix C.2 provides the results of Butler County Landfill compliance inspections by NDEQ since 2006. There are no outstanding violations, and Butler County Landfill has complied with all of NDEQ’s requests. This site has a permitted remaining capacity of about 5,000,000 cubic yards and an additional design capacity of approximately 22,000,000 cubic yards. All active Nebraska solid waste landfills hold permits that expire every five years. However, based its strong operating performance, the Butler County Landfill expects ongoing permit renewal approvals, and design capacity with a site life of 67-years at current volumes.

WCN also owns and operates several other “Subtitle D” Landfills in Nebraska capable of serving Sarpy County. This includes the permitted facilities in Milford, NE and Geneva NE, which would be current alternatives to using the Butler County Landfill.

c.4 Commercial and Residential Customers

The Traffic Plan (**Figure 4**) is focused on maximizing safe and efficient service for both public (self-haul) and commercial customers. The establishment of one-way counter-clockwise traffic flow is the proven technique at minimizing crossings and turning conflicts. Commercial receiving operations begin at the scalehouse, where vehicles weights, waste origin, etc., are recorded. The commercial vehicles will use the existing scale; and most WCN delivery trucks will access the new parallel inbound scale for automated processing. The backing apron has been expanded, allowing tipping floor access by up to 12 commercial vehicles at the same time. The commercial vehicles will be provided a separate access from the public traffic; and a segregated egress around the transfer station to the south.

The public customers are separated from the truck traffic immediately after the scalehouse, and provided with their own dedicated inbound/outbound lanes. The public is also provided 2 – 4 bays on the enclosed tipping floor for unloading; in an area segregated from

commercial operations (**Figure 2**). The area dedicated to public access can be readily adjusted using traffic cones, barriers, markings, and personnel instructions to adapt to daily, weekend, or seasonal peak flows. Operations of the public disposal accommodations are focused on safety and convenience. The public will also have an opportunity to unload either single-stream or source-separated recyclable at the Transfer Station.

c.5 Contingency Plan

WCN will ensure continued availability of waste and recyclables management capabilities for Sarpy County through both proactive design and operating measures; and well as well-defined emergency response protocols (**Table 3**).

Table 3
Sarpy County Transfer Station
Contingency Response Measures

1. **Wet Weather:** Access arterials to the SCTS, as well as on-site roads, will be constructed of asphalt or concrete surfaces with drainage controls. In the unlikely event that wet weather interferes with access or on-site operations, the measures identified in number 5 (below) will be implemented.
2. **High Winds:** The SCTS facility is designed for all waste and recyclable management activities; including unloading, loading, and outbound load tarping to be conducted within the enclosed structures. The structure is protected from prevailing wind direction by the berm to the south; and the landfill contours to the west. **Figure 1** shows the exterior (east) concrete tunnel wall that will be extended 40 feet north to include the tarping area. The tunnel walls, metal building, and canopy will completely enclose the loadout area except for the tunnel entrance and exit. All outbound transfer trailers will be tarped before leaving the tunnel. In extreme conditions, the operation of the facility may be temporarily suspended consistent with number 5 below.
3. **Snow/Frozen Conditions:** WCN will be responsible for snow removal and ice control on the entrance road from 156th Street to the scales, and on-site paved surfaces used for transfer station ingress and egress. The paved surfaces, ramp designs, and drainage controls will minimize the propagation of ice on on-site roads and potential hazards the vehicular traffic. De-icing agents will be applied as necessary to on-site roads, and all waste handling activities will be conducted in enclosed structures. In the event that winter conditions disrupt transportation, the measures identified in number 5 (below) will be implemented.
4. **Fire Control:** The upgraded SCTS will be equipped with a fire suppression system that is designed to operate under any foreseeable weather conditions. **The automated sprinkler system will meet all local, County, State, and Federal (29 CFR Subpart L) fire protection codes.**

The SCTS will also be equipped with portable wall-mounted fire extinguishers and equipment-mounted fire extinguishers, and a high-capacity water tank with frost protection meeting Sarpy County standards shall be installed with a hose on the tipping floor level. The potential for fires is low due to the nature of planned operational sequence of keeping the tipping floor generally cleared of solid wastes. In the event that a “hot load” is encountered at the facility, it would be unloaded on an isolated portion of the tipping floor or exterior pavement and immediately extinguished with water or chemical type fire extinguishers. A moisture-absorbing material would then be utilized to contain and remove incidental liquids from the area. The load and moisture-absorbing material would be placed in the transfer trailer after it has cooled and no longer presents a potential hazard.

5. **Facility Downtime:** In the event of unplanned equipment downtime, due to wet weather, high winds or frozen conditions, fires, or natural disaster, the following measures may be employed:

- SCTS will help to prevent unplanned downtime through routine inspection and regular maintenance of waste/recyclable processing equipment.
- Transfer of wastes may be temporarily delayed; and extensive storage capacity is available on the tipping floor and in the transfer trailers. **Figure 1** shows the location of up to ten parked transfer trailers for contingency storage of waste and recyclables. **Figure 2** shows the locations on the tipping floor for waste and recyclables unloading, as well as temporary and contingency storage. The locations and methods for the storage of recyclables and waste shall be subject to the County’s approval.
- Downtime associated with mobile equipment may be addressed either by deploying comparable or back-up units; arrangements with regional equipment vendors for immediate maintenance or lease of replacements; or arrangements with other WCN operations to borrow units temporarily.
- If for some reason the facility is inoperable or transport to disposal is disrupted by weather or a natural disaster, the facility will be temporarily closed and the waste will be hauled by the collection vehicles directly to the Landfill; or stored until service is restored.
- Because WCN will control most of the fleet delivery waste to the SCTS, management can readily divert loads directly to at least three alternative disposal sites. Other commercial haulers would be notified if service is temporarily disrupted.

c.6 Intake Procedures

Most delivery vehicles will enter the site from the north on S. 156th Street make a right on the Transfer Station access road through the gate and proceed to the Scalehouse. For public (self-haul) customers, the Scalehouse Attendants record the required information, collect the appropriate tipping fees, provide instructions to the customers, and perform the first level of on-site waste inspection and screening. Commercial traffic currently using the facility will continue to be processed across the existing inbound scale. Data will be recorded regarding

the origin of the waste, waste type, loaded vehicle weight, hauler, etc. and preliminary waste screening will be performed if appropriate. Known haulers will have a tare (empty) weight on record, which will be used to establish the waste tonnage as a base for charging. Vehicles without a verifiable tare weight will be required to recirculate across the scale (**Figure 4**) to be processed. The recirculation route will also be used to confirm tare weights at least quarterly.

WCN vehicles will be directed to the new inbound pitless scale, and will be tare weighted and equipped for automated electronic transactions with the Scalehouse. Loaded weight will be used to establish waste tonnage, and recirculation will be required routinely only to confirm tare weights. Transfer vehicles will cross either available lane, as they do not require inbound scaling.

Should either scale be inoperable, the site will utilize its existing procedure of converting each vehicle's measured cubic yard volume to tons (using an established multiplier) so as to compute the disposal fee.

c.7 Verify Tonnage Intake

Waste Connections of Nebraska, Inc. will use Sarpy County's incoming scale and software to verify incoming volumes. The above-grade scale(s) in the loading tunnel can be used to check loads weights but will not be used for billing purposes.

c.8 Health and Safety Procedures

Appendix C.3 provides Waste Connections's Health and Safety Program Elements and Safety Training information. WCN will develop a Health and Safety Plan specific to the SCTS that is based on currently approved documents and consistent with NDEQ standards. Response to emergency situations discovered during routine and scheduled inspections include the actions of the Emergency Coordinator, fire prevention and protection, incident response, and notification procedures as described in the updated SCTS Contingency Plan.

Table 4
Sarpy County Transfer Station
Health and Safety Plan
Table of Contents

1.0	Introduction.....	1
2.0	Emergency Coordinators	5
3.0	Implementation and Notification	6
4.0	Assessment	9
5.0	Control Procedures.....	13
6.0	Equipment Malfunction.....	15
7.0	Storage and Treatment of Released Materials	16
8.0	Emergency Equipment	16
9.0	Recordkeeping	19
10.0	Coordination Agreements.....	19
11.0	Plan Amendment.....	19

List of Figures

Figure No. No.	Title	Page
1	Site Location Map	2
2	Site Plan.....	3
3	Site Evacuation Map	10
4	Hospital Location Map.....	11
5	Emergency Equipment and First Aid Location Map.....	17

List of Tables

Table No. No.	Title	Page
1	Emergency Response Agencies and Contacts	4
2	List of Emergency Coordinators	6
3	Evacuation Procedures	12
4	General Lockout/Tagout (LOTO) Procedures	16

List of Attachments

Attachment No.	Title
A	Emergency Response Agency Coordination Form
B	List of OSHA Standards
C	Incident Report Form

c.9 Waste Inspection and Exclusion Program

WCN will implement a waste inspection and exclusion program to prevent the acceptance of regulated hazardous wastes and TSCA regulated Polychlorinated biphenyl (PCB) wastes by initially screening waste sources that are collected for delivery and transfer through the SCTS by its collection fleet (**Appendix C.1** and Waste Acceptance and Processing, Section c.1). In addition, the routine waste screening system at the site will include scrutiny at the

Scalehouse, and close observation on the tipping floor for suspect materials, with the random selection and focused inspection of at least 1% of incoming loads as well as suspicious loads. Suspicious waste may exhibit the following characteristics:

Table 5
Sarpy County Transfer Station
Suspect Waste Identification and Response

- | | |
|------------------------------------|---|
| • Hazardous placarding or markings | • Drums or commercial size containers |
| • Liquids | • “Chemical” odors |
| • Powders or dust | • Bright or unusual colors (i.e., red plastic bags) |
| • Sludge | • Munitions |
| • Smoke or fumes | |

Whenever a suspicious waste is found, facility personnel will follow specific procedures that may include:

1. Segregating suspicious waste in a separate area to protect health and safety of SCTS employees and the public. Flagging, barriers, and signs may be used to limit human potential for exposure.
2. Identifying the unacceptable waste by characteristic, estimated quantity, transport vehicle, and the names and addresses of those associated with the waste load.
3. Questioning the driver of the vehicle.
4. Contacting the possible sources and notifying the generator of waste within 24 hours pursuant to the Rules.
5. Contacting NDEQ Waste Management Division within 24 hours, as required.
6. Contacting and notifying the responsible hauler within 24 hours, if known.
7. Using protective equipment if necessary.
8. Contacting laboratory support or outside contractors if necessary.
9. Calling emergency response assistance, if required.

Emergency response agency and contact information will be posted at prominent locations in the Transfer and Recycling structure, Office, and facility entrance for ready reference. Subsequent waste deliveries made by a hauler that previously delivered suspect waste to the SCTS will be scrutinized with additional care.

In addition to this waste screening program, signs will be posted at the facility entrance that read “No Hazardous Waste Accepted” and include a list of other unacceptable wastes. The following steps will be taken to prevent the deposition of these regulated materials:

- 1) Random inspections of incoming loads (minimum 1% or 1 per day whichever is greater).

- 2) Records of any inspections and the maintenance of those records.
- 3) Training of facility personnel to recognize suspicious characteristics of regulated hazardous wastes, PCB wastes and any other unacceptable wastes.
- 4) Notification the NDEQ if a regulated hazardous waste or PCB waste is discovered at the facility.

It is the intent of this operation to transfer all incoming waste to a permitted solid waste disposal facility, which would also prohibit these materials. A hazardous waste screening inspection will be performed on each randomly selected or suspect load of solid waste. These inspections would be conducted on a designated area of the tipping floor by using a loader to spread the material into a relatively long, narrow, and shallow windrow. Transfer station personnel, with proper PPE, will then examine the waste for suspicious or hazardous waste utilizing rakes, pitch forks or other implements. Items that may indicate the presence of suspicious or hazardous materials include electrical ballasts, transformers, and batteries. Containers labeled toxic, corrosive, irritant, flammable, radioactive, acid, base, pesticide, oxidizer, organic peroxide, or paint are suspicious and potentially hazardous. Personnel will be trained to screen loads by recognizing the suspicious characteristics of regulated hazardous wastes, PCB wastes and any other unacceptable wastes. This training will be provided to all employees engaged in inspection activities as part of their job description. Records of employee training shall be included in the operating record.

All loads that are inspected will be documented on a Load Inspection Form. Those loads that contain suspicious or hazardous waste will be documented on a Load Rejection Form. The inspector will refuse to accept any unacceptable materials and require such materials to be reloaded onto the delivery vehicle. The inspector will record the appropriate information on the Load Rejection Form. The Site Manager will notify the NDEQ and report the quantity and description of the materials involved.

If suspicious wastes are encountered during the transfer process and the vehicle delivering the materials has departed, then the materials will be segregated from the other wastes in the facility. The Site Manager will be contacted to evaluate the suspicious material. If the suspicious material is further defined as having a characteristic of hazardous or PCB waste, the Site Manager will attempt to identify and contact the transporter and source of the waste. If the source is determined, then the transporter will be required to arrange for management

of the waste, and the NDEQ will be notified. If no source or transporter can be determined, the waste will be properly segregated and stored by SCTS in a designated area at the facility until a formal determination is made if the waste is truly unacceptable. Following regulatory notifications, a specialized contractor may be retained for further testing and disposal of the rejected material.

c.10 Employees

Daily operations at SCTS will be performed by WCN employees and subcontractors (Section c.12). Initial staffing for the SCTS is projected in **Table 6**, and is subject to change in response to materials receipts and market conditions:

**Table 6
Sarpy County Transfer Station
Facility Personnel**

Title	Number	Duties	Minimum Required Experience (yrs)
District Manager	1	Responsible for all employees, operations, maintenance, safety and regulatory compliance	5 years
Site Supervisor	1	Responsible for ongoing daily operations, recordkeeping, random load inspections, maintaining operational standards, emergency response	2 years
Equipment Operators/ Laborers	3-5	Responsible for daily inspections, safe operation of equipment, ongoing daily operations, general site maintenance, recordkeeping, random load inspections, and loading of transfer trailers	1 year
Transfer Vehicle Drivers (Subcontract)	6-20	Manipulating trailers. Load tarping, vehicle servicing, delivering waste for disposal	1 year

Note: Number of staff will be adjusted in response to incoming waste receipts.

A trained operator or representative with full knowledge of NDEQ regulations and the permit requirements will be present at all times while the facility is being operated. SCTS personnel will be trained in health and safety, waste screening, and fire protection.

c.11 Recordkeeping

The Site Supervisor shall be responsible for complying with all of the recordkeeping requirements of the Nebraska Integrated Solid Waste Management Regulations; specifically Title 132, Chapter 2 §007. The facility operating record shall contain all information required by the regulations including:

- All applicable permits and approvals
- Locational criteria documentation
- Construction/design criteria
- Operational criteria
- Closure criteria
- Financial assurance criteria
- Inspection records
- Training procedures/documentation

WCN will routinely provide Sarpy County with reports meeting their requirements for verifying tonnage (Section c.7), waste diversion and recycling efforts, waste inspection documentation, etc. An example of a Transfer Station Audit Operating Record Review Form is provided as **Appendix C.4**.

c.12 Subcontractors

WCN plans to use MBI as the subcontractor hauler for delivering waste to the Landfill. MBI would provide the transfer tractor/trailers and drivers, and they are providing similar service to WCI at several similar operations. MBI's credentials are summarized in **Appendix C.5**. Local subcontractors may be used for minor tasks including portable sanitary facilities, pest control, landscape maintenance, contact water management, etc.

c.13 Vector Control and Mitigative Measures

WCN will ensure that all refuse transfer operations occur within the transfer station building to prevent and control potential on-site populations of disease vectors. Specific proven design measures have been deployed to facilitate cleaning and minimize accumulation of litter and bird harborage; including inclined surface on the tipping floor, push walls, rafters, etc.; and above-grade scale(s) in the tunnel. The facility will utilize the services of a pest

control specialist as needed for vector monitoring and control to provide observations, reporting, and recommendations.

To control odor and potential disease vectors, all waste received during an operational day will be placed into the transfer trailers within 24 hours except under contingency conditions. Under normal operating conditions, the tipping floor will be emptied of waste each day and the floor and tunnel will be swept as needed. When necessary, absorbent material will be applied to incidental liquids to facilitate their placement into the transfer trailer. The temporary storage of wastes and diverted materials will be in leak-proof, non-biodegradable transfer trailers that will be removed on a regular basis and cleaned as necessary in order to prevent vector harborage.

Litter will be controlled by both preventive measures and maintenance techniques. All waste unloading, processing, and re-loading will be performed within the enclosed SCTS facility. **Figure 1** shows the exterior (east) concrete tunnel wall that will be extended 40 feet north to include the tarping area. The tunnel walls, metal building, and canopy will completely enclose the loadout area except for the tunnel entrance and exit. All outbound transfer trailers will be tarped before leaving the tunnel. In addition, the SCTS facility upgrades will be positioned to minimize impacts from prevailing winds by the existing berm on the south and landfill to the west to combat prevailing winds. Incoming and outgoing vehicles will be required to use techniques that contain the waste/recyclables to prevent litter (e.g., enclosed trailers or tarps); and customers vehicles will be penalized for delivering uncovered loads. The vast majority of waste deliveries will be in enclosed solid waste collection vehicles controlled by WCN, and outbound transfer trailers are provided an enclosed tarping position (**Figure 2**).

Existing and new perimeter fencing at the site will provide additional assurance to prevent windblown litter from leaving the property; and any new or upgraded fencing is specifically designed at eleven-foot high plus a three-foot overhang inclined at 45% toward the site interior, also comprised of chain link or comparable materials for litter control (i.e., no barbed-wire). Facility personnel will conduct daily site and vicinity inspections that include

litter collection at the facility and in all other areas within at least a one-half mile radius of the Transfer Station. Litter collected will be added to the MSW managed in the SCTS facility for routine loadout.

Should the controls outlined above fail to manage blowing litter adequately, WCN will add overhead doors to the building so as to further minimize the potential for any wind blown litter from exiting the Transfer Station.

c.14 Hours of Operations

The routine hours of operation for the SCTS will be consistent with the mandate of the RFP: i.e., minimum hours are eight (8) hours per day, six (6) days per week and fifty-two (52) weeks per year. The facility will be open to the general public from 8:00 AM to 4:30 PM, Monday through Friday; from 8:00 AM through 4:30 PM on Saturdays, and closed to the public on select holidays. Any designated holidays will be established with the concurrence of Sarpy County. These hours will be updated and posted at the site entrance and are subject to routine review and adjustment. For example, the SCTS may shorten operating hours due to inclement weather conditions or during the winter (e.g., high winds, frozen conditions, etc.) or extend hours in the summer or on Saturdays following a Holiday with the concurrence of the County. In addition, site maintenance and materials hauling/processing may extend beyond the hours that the facility is open for receiving waste.

Commercial waste deliveries for select haulers specifically approved by Sarpy County, including WCN, will be 5:00 AM to 5:00 PM, Mondays through Saturdays. Deliveries before and after the routine hours will be conducted via the new automated inbound scale, ensuring that all transactions are properly recorded automatically in the County's "WasteWORKS[®]" data management system (see Section a.7).

c.15 Schedule of Construction and Opening

WCN has established an aggressive schedule to design, permit and build the SCTS. With the bid opening on October 14, 2010, WCN is estimating the County's review and award time at 30-45 days. Any delays adjust back the schedule correspondingly, and WCN is estimating 90-120 days for NDEQ and local permitting. This is typically the most difficult timeline to

estimate, as delays in local or state reviews will also impact the schedule correspondingly. **Table 7** is the tentative schedule for the construction, permitting and opening of the Sarpy County Transfer Station upgrades.

c.16 Yard Waste

Consistent with the RFP, no loads of sources-separated yard waste will be directed to the SCTS, but instead to the Sarpy County Landfill (or other facility designated by the County). WCN intends to coordinate with the County on green waste composting diverted from the SCTS at the landfill or other County-designated site. Municipal solid waste (MSW) collection by WCN and other commercial haulers may contain some yards waste.

c.17 Tipping Fees

Tipping fee rates are provided on the Bid Form.



Table 7
Sarpy County Transfer Station
Tentative Schedule of Construction and Opening

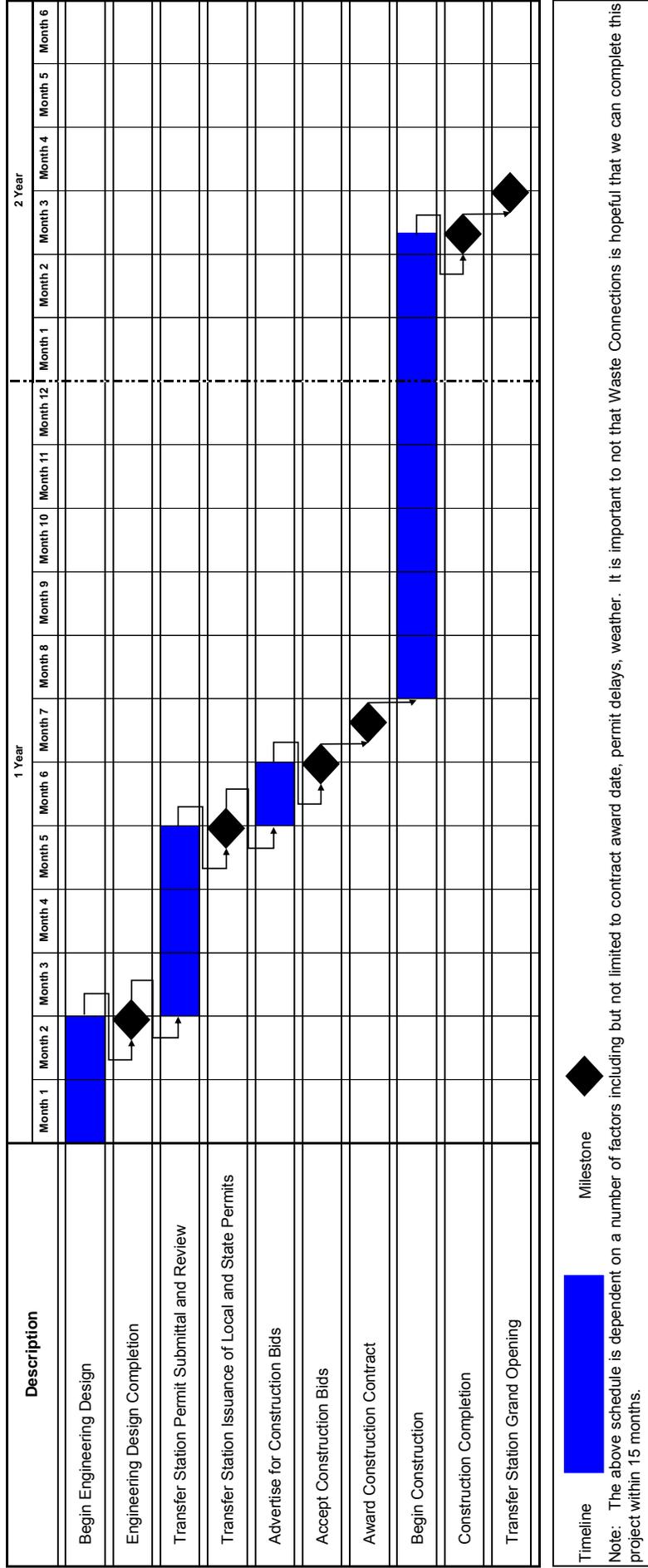


Table 8
Sarpy County Transfer Station
List of Acronyms

<i>ADA</i>	<i>Americans with Disabilities Act</i>
<i>cy</i>	<i>Cubic Yards</i>
<i>MBI</i>	<i>Mr. Bult's, Inc. (Subcontractor)</i>
<i>MRF</i>	<i>Materials Recovery Facility:</i>
<i>MSW</i>	<i>Municipal Solid Waste</i>
<i>NDEQ</i>	<i>Nebraska Department of Environment Quality</i>
<i>PCB</i>	<i>Polychlorinated biphenyl</i>
<i>PPE</i>	<i>Personnel Protective Equipment</i>
<i>SCTS</i>	<i>Sarpy County Transfer Station</i>
<i>TPD</i>	<i>Tons per Day</i>
<i>TSCA</i>	<i>Toxic Substances Control Act</i>
<i>WCN</i>	<i>Waste Connections of Nebraska, Inc.</i>

Exhibit 2
Sarpy County Employee Record

	POSITION	CLASSIFICATION	CLASSIFICATION
		NO CDL	CDL
1	HEAVY EQUIPMENT OPERATOR	HEO-1	
2	HEAVY EQUIPMENT OPERATOR LEAD OPERATOR	HEO-2 GRANDFATHERED NO CDL	
3	HEAVY EQUIPMENT OPERATOR	HEO-2 GRANDFATHERED	
		NO CDL	
4	HEAVY EQUIPMENT OPERATOR		HEO-2
5	HEAVY EQUIPMENT OPERATOR		HEO-2
6	HEAVY EQUIPMENT OPERATOR		HEO-2
7	HEAVY EQUIPMENT OPERATOR FOREMAN		HEO-2
8	LABORER	UNSKILLED	
		NO CDL	
3 Office staff excluded from this report.			

EXHIBIT 3



WASTE CONNECTIONS INC.
Connect with the Future®

To: Mark Adams

From: Susan R. Metzger - Employment Manager

CC: Eric Merrill – Sr. VP, People Safety and Development

Date: January 26, 2011

Subject: Waste Connections of Nebraska Hiring policies and procedures

Mark –

The following summarizes our current hiring policies and procedures. Please note that we regularly review and modify these procedures to improve our hiring effectiveness or to comply with changing employment law and regulations. Therefore, these requirements should not be considered accurate for candidates we may hire in the future. I can update this information anytime at your request.

1. All candidates must meet the minimum qualifications for the position. Minimum qualifications vary by position.
2. All candidates must complete an employment application (current versions attached) both completely and accurately with no errors or omissions and any other required pre-employment forms.
3. Candidates may be subject to reference checks during which we contact previous employers to confirm information provided by the applicant.
4. To ensure that individuals who join Waste Connections, Inc. are well qualified and have a strong potential to be productive and successful, and to further insure that Waste Connections, Inc. maintains a safe and productive work environment free of any form of violence, harassment or misconduct, it is our policy to perform pre-employment screening and credentials verification on applicants within specific job classifications. A pre-employment background check is a sound business practice that benefits everyone. Therefore, offers of employment are conditional upon Waste Connections, Inc.'s receipt of a pre-employment background screening investigation that is acceptable to Waste Connections, Inc. at the company's sole discretion. (The required background authorization form is attached.)
5. All candidates must pass (i.e., testing negative on) a pre-employment drug screening.
6. Candidates for DOT regulated positions must also comply with all DOT hiring regulations and additional DOT required safety and drug and alcohol background checks. (Current Driver Qualification Kit is attached.)
7. All newly hired employees must show proof of eligibility to work in the U.S. upon hire.

Please feel free to contact me a susanm@wasteconnections.com or 916-608-8257 with any questions.



WASTE CONNECTIONS INC.
Connect with the Future®

Commercial Driver Application

District Address _____ **Today's Date** _____

Motor Carrier Name: (i.e. ABC Waste, Cascade Disposal) _____

Waste Connections, Inc. is an equal opportunity employer and does not discriminate on the basis of sex, age, race and color, religion, marital status, sexual orientation, national origin, handicap, or veteran status. Interviews are given on a competitive basis, using job-related factors, after a written application has been received and reviewed. Because of the large number of applications received, not everyone who applies for a vacant position will be interviewed. **If you omit information or provide inaccurate information on this application, it will be concluded that you did so intentionally and you will not be eligible for hire, or if hired, will be subject to dismissal when such omission or information is discovered.**

Must be completed by applicant using black or blue ink. PLEASE PRINT LEGIBLY.

Name:(Last, First, Middle)					
Former Name:			Date of Birth (Required by U.S. Department of Transportation, Section 391.21)		
Are you eligible for employment in the United States? Yes <input type="checkbox"/> No <input type="checkbox"/> (Proof of employment eligibility will be required upon employment)					
Home Phone:		Business Phone:		Best time to reach you?	
Present Address					
Previous addresses for past 3 years		Street	City	State	Zip
					How Long?
Person to contact in case of an emergency:			Relationship:		
Home Phone:			Work Phone:		
If no military service, check <input type="checkbox"/>	Military Service	Served from: To:	Branch:	Primary Specialty:	Rank at Discharge:

Please state your experience in the operation of motor vehicles you have operated, vehicle type and years operated: _____

List states operated in for last five years _____

For what position are you applying? (must specify)			
<input type="checkbox"/> Rear End Loader	<input type="checkbox"/> Satellite Collec.	<input type="checkbox"/> Landfill Equipment	<input type="checkbox"/> Flat Bed 1 Ton
<input type="checkbox"/> Front End Loader	<input type="checkbox"/> Tractor/Trailer	<input type="checkbox"/> Heavy Equipment	<input type="checkbox"/> Flat Bed 3 Ton
<input type="checkbox"/> Side Loader	<input type="checkbox"/> Sweeper	<input type="checkbox"/> Pickup Truck	<input type="checkbox"/> Automobile
<input type="checkbox"/> Roll-off	<input type="checkbox"/> Tanker	<input type="checkbox"/> Power Pull Truck	<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Container Delivery	<input type="checkbox"/> Vacuum Truck	<input type="checkbox"/> Toilet Service Truck	<input type="checkbox"/> Not Applicable

When can you start work?	What rate of pay do you expect?	Who referred you?
		Are you related to anyone employed by Waste Connections? Yes <input type="checkbox"/> No <input type="checkbox"/> Who?
Are you available to work any day of the week and any shift during the day? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, what day(s) of the week or shift(s) during the day can you work?	Are you willing to travel? Yes <input type="checkbox"/> No <input type="checkbox"/>	Are you willing to relocate? Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you previously applied at or been employed by Waste Connections, Inc. under your present name or any other name? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, where?	From (date):	To (date):

Employment History - past 10 years (Please do not attach resume, information must be written on application)

Employer (Full Name, No Abbreviations)	Main Telephone# ()	Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Address		City	State	
Job Title		Hourly Rate/Salary		Reason for leaving
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		
Employer (Full Name, No Abbreviations)		Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Main Telephone# ()		From	To	
Address		City	State	Reason for leaving
Job Title		Hourly Rate/Salary		
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		
Employer (Full Name, No Abbreviations)		Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Main Telephone# ()		From	To	
Address		City	State	Reason for leaving
Job Title		Hourly Rate/Salary		
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		
Employer (Full Name, No Abbreviations)		Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Main Telephone# ()		From	To	
Address		City	State	Reason for leaving
Job Title		Hourly Rate/Salary		
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		
Employer (Full Name, No Abbreviations)		Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Main Telephone# ()		From	To	
Address		City	State	Reason for leaving
Job Title		Hourly Rate/Salary		
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		
Employer (Full Name, No Abbreviations)		Dates Employed mo/yr		Summarize the nature of the work performed and job responsibilities
Main Telephone# ()		From	To	
Address		City	State	Reason for leaving
Job Title		Hourly Rate/Salary		
Immediate Supervisor and Title		\$	Per	
Were you subject to the Federal Motor Carrier Safety Regulations (FMCSR's) while employed with this previous employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hourly Rate/Salary		Reason for leaving
Was this job designated as a safety sensitive function in any DOT regulated mode subject to alcohol and controlled substances testing required by 49 CFR part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No		Final		

I authorize a company representative to contact all previous employers over the past three years.

Applicant Print Name

Applicant Signature

Date

Please Read Before Signing

Please initial each paragraph to confirm understanding

It is agreed and understood that:

_____ I understand this application is intended for information purposes only. Nothing contained in the application, or conveyed during any interview which may be granted or during my employment, if hired, is intended to create an employment contract between me and the company. In the event this application results in my employment by the Company, in consideration of my employment, I agree to abide by the Company's rules, regulations and policies. If offered employment, my employment with Waste Connections is voluntarily entered into, and I am free to resign at any time. Similarly, Waste Connections is free to conclude the employment relationship at any time when it believes it is in Waste Connections best interest. While I may, during my employment, receive salary increases, favorable performance evaluations, commendations, bonuses, promotions and the like, this "at will" employment relationship will never change unless specifically modified by an express, written employment agreement executed by Waste Connections' President which specifically states that this "at will" employment relationship is being changed. This "at will" employment relationship may not be modified by any oral or implied agreement. No communication or practice limits the reasons or procedures for termination or notification of the employment relationship.

_____ I certify that I have answered truthfully and have not knowingly withheld any information relative to my application. I understand that any misrepresentation or material omission of this application will result in my being eliminated from further consideration. I further understand that, if accepted for employment, any misrepresentation or material omission which becomes known to Waste Connections, Inc., regardless of when it was discovered, will result in immediate termination of my employment.

_____ I agree that, during the term of my employment with the Company and thereafter, I will neither reveal any confidential information or trade secrets to persons outside the Company nor use such confidential information or trade secrets on my behalf or that of any other. At no time will I interfere with the Company's relationship with its other employees.

_____ I hereby authorize the Company the right to investigate all references, work record, criminal background check, social security number trace, consumer credit report, education and other information related to my suitability for employment. I hereby release from liability the Company, its representatives, and all other persons, corporations, organizations, partnerships and associations from any and all claims arising out of or in any way related to such investigation or disclosure. I understand that the information provided may be used and that my prior employers may be contacted for the purpose of investigating my background (as required by the U.S. Department of Transportation, Section 391.23). I understand that all drivers with DOT regulated employment during the preceding three years from the date of this application have the following rights regarding investigative information that is provided to Waste Connections as required by 49 C.R.R. §391.23 (d) and (e); (1) the right to review information provided by previous employers; (2) the right to have errors in the information corrected by the previous employer and for the previous employer to re-send the corrected information to the prospective employer; and (3) the right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information.

_____ I authorize Waste Connections, Inc. to conduct a complete criminal record check and background check. I understand that offers of employment may be conditional upon Waste Connections, Inc.'s receipt of a pre-employment background screening investigation that is acceptable to Waste Connections, Inc. at the company's sole discretion. If an offer of employment is made, it may be rescinded upon failure to satisfy the criminal and background check criteria.

_____ **Waste Connections, Inc. is dedicated to maintaining a climate of safety. We view the use of drugs, controlled substances, and alcohol in the workplace as a threat to a safe working environment and may require a drug-screening test of all prospective employees. Waste Connection's may require pre-employment, "for cause", post accident, and "for promotion" drug testing, and testing which is required by the Department of Transportation including random testing for drivers, but we reserve the right to make changes to our drug screening policy. Applicant understands that employment with Waste Connections, Inc. is conditional upon successful completion and passing of a pre-employment drug test. Applicant acknowledges that, if an offer of employment is made, it may be rescinded if applicant fails to pass a drug test. Your signature below indicates that you will voluntarily submit to a pre-employment drug test, "for cause," post accident, "for promotion," and any testing required by the Department of Transportation and for testing that may result from our Drug and Alcohol policy or any changes to our Drug and Alcohol policy. I certify that this application was completed by me. All entries on it and information in it are true and complete to the best of my knowledge. I understand that any misrepresentation or omission may subject me to disqualification or discharge.**

Applicant Signature

Applicant Print Name

Date



WASTE CONNECTIONS INC.
Connect with the Future®

Non Driving Application

District Address _____ **Today's Date** _____

Waste Connections, Inc. is an equal opportunity employer and does not discriminate on the basis of sex, age, race and color, religion, marital status, sexual orientation, national origin, handicap, or veteran status. Interviews are given on a competitive basis, using job-related factors, after a written application has been received and reviewed. Because of the large number of applications received, not everyone who applies for a vacant position will be interviewed.

If you omit information or provide inaccurate information on this application, it will be concluded that you did so intentionally and you will not be eligible for hire, or if hired, will be subject to dismissal when such omission or information is discovered.

Must be completed by applicant using black or blue ink. PLEASE PRINT LEGIBLY

Name:(Last, First, Middle)					
Former Name:			Are you at least 18 yrs. of age? Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, can you procure a work permit? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you eligible for employment in the United States? (Proof of employment eligibility will be required upon employment) Yes <input type="checkbox"/> No <input type="checkbox"/>			Drivers License #		
Home Phone:		Business Phone:		Best time to reach you?	
Present Address					
Previous addresses for past 3 years		Street	City	State	Zip
How Long?					
Person to contact in case of an emergency: Relationship:					
Home Phone:			Work Phone:		
If no military service, check <input type="checkbox"/>	Military Service	Served from: To:	Branch:	Primary Specialty:	Rank at Discharge:

For what position are you applying? _____					
When can you start work?		What rate of pay do you expect?		Who referred you?	
Are you related to anyone employed by Waste Connections? Yes <input type="checkbox"/> No <input type="checkbox"/> Who?					
Are you available to work any day of the week and any shift during the day? If no, what day(s) of the week or shift(s) during the day can you work? Yes <input type="checkbox"/> No <input type="checkbox"/>				Are you willing to travel? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you willing to relocate? Yes <input type="checkbox"/> No <input type="checkbox"/>					
Would you be willing to work overtime hours, if necessary?				Yes <input type="checkbox"/> No <input type="checkbox"/>	
Have you previously applied at or been employed by Waste Connections, Inc. under your present name or any other name? Yes <input type="checkbox"/> No <input type="checkbox"/>					
If so, where?		From (date):		To (date):	

Education	Circle highest level achieved	Graduate	Major	Degree Recvd	School name, city, state
Vocational/Business	1 2 3	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Jr. / SR High School	7 8 9 10 11 12	Yes <input type="checkbox"/> No <input type="checkbox"/>			
College	1 2 3 4	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Post Graduate	1 2 3 4	Yes <input type="checkbox"/> No <input type="checkbox"/>			

Skills Inventory	Beginning	Intermediate	Advanced	Skills Inventory	Beginning	Intermediate	Advanced
Microsoft Word				Access			
Word Perfect				ADP/Payroll			
PowerPoint				Typing/10-Key			
Excel				Other:			

Please Read Before Signing

Please initial each paragraph to confirm understanding

It is agreed and understood that:

_____ I understand this application is intended for information purposes only. Nothing contained in the application, or conveyed during any interview which may be granted or during my employment, if hired, is intended to create an employment contract between me and the company. In the event this application results in my employment by the Company, in consideration of my employment, I agree to abide by the Company's rules, regulation and policies. If offered employment, my employment with Waste Connections is voluntarily entered into, and I am free to resign at any time. Similarly, Waste Connections is free to conclude the employment relationship at any time when it believes it is in Waste Connections best interest. While I may, during my employment, receive salary increases, favorable performance evaluations, commendations, bonuses, promotions and the like, this "at will" employment relationship will never change unless specifically modified by an express, written employment agreement executed by Waste Connections' President which specifically states that this "at will" employment relationship is being changed. This "at will" employment relationship may not be modified by any oral or implied agreement. No communication or practice limits the reasons or procedures for termination or notification of the employment relationship.

_____ I certify that I have answered truthfully and have not knowingly withheld any information relative to my application. I understand that any misrepresentation or material omission of this application will result in my being eliminated from further consideration. I understand that if I fail to complete information, I will not have an opportunity to correct my application. I further understand that, if accepted for employment, any misrepresentation or material omission that becomes known to Waste Connections, Inc. will result in immediate termination of my employment.

_____ I understand that I may not alter, deface, omit or change language on this document.

_____ I agree that, during the term of my employment with the Company and thereafter, I will neither reveal any confidential information or trade secrets to persons outside the Company nor use such confidential information or trade secrets on my behalf or that of any other. At no time will I interfere with the Company's relationship with its other employees.

_____ I hereby authorize the Company the right to investigate all references, work record, criminal background check, social security number trace, consumer credit report, education and other information related to my suitability for employment. I hereby release from liability the Company, its representatives, and all other persons, corporations, organizations, partnerships and associations from any and all claims arising out of or in any way related to such investigation or disclosure. I understand that the information provided may be used and that my prior employers may be contacted for the purpose of investigating my background.

_____ I authorize Waste Connections, Inc. to conduct a complete criminal record check and background check. I understand that offers of employment may be conditional upon Waste Connections, Inc.'s receipt of a pre-employment background screening investigation that is acceptable to Waste Connections, Inc. at the company's sole discretion. If an offer of employment is made, it may be rescinded upon failure to satisfy the criminal and background check criteria.

_____ **Waste Connections, Inc. is dedicated to maintaining a climate of safety. We view the use of drugs, controlled substances, and alcohol in the workplace as a threat to a safe working environment and may require a drug-screening test of all prospective employees. Waste Connection's may require pre-employment, "for cause", post accident, and "for promotion" drug testing, and testing which is required by the Department of Transportation including random testing for drivers, but we reserve the right to make changes to our drug screening policy. Applicant understands that employment with Waste Connections, Inc. is conditional upon successful completion and passing of a pre-employment drug test. Applicant acknowledges that, if an offer of employment is made, it may be rescinded if applicant fails to pass a drug test. Your signature below indicates that you will voluntarily submit to a pre-employment drug test, "for cause," post accident, "for promotion," and any testing required by the Department of Transportation and for testing that may result from our Drug and Alcohol policy or any changes to our Drug and Alcohol policy. I certify that this application was completed by me. All entries on it and information in it are true and complete to the best of my knowledge. I understand that any misrepresentation or omissions may subject me to disqualification or discharge.**

Applicant Signature

Applicant Print Name

Date

References

List below three persons not related to you who have knowledge of your work performance within the last three years.

_____	_____	(____) _____
First Name	Last Name	Telephone No.
_____	_____	_____ - _____
Address & Street	City	State Zip
_____	_____	Personal <input type="checkbox"/> Business <input type="checkbox"/>
Occupation	No. Years Acquainted	

_____	_____	(____) _____
First Name	Last Name	Telephone No.
_____	_____	_____ - _____
Address & Street	City	State Zip
_____	_____	Personal <input type="checkbox"/> Business <input type="checkbox"/>
Occupation	No. Years Acquainted	

_____	_____	(____) _____
First Name	Last Name	Telephone No.
_____	_____	_____ - _____
Address & Street	City	State Zip
_____	_____	Personal <input type="checkbox"/> Business <input type="checkbox"/>
Occupation	No. Years Acquainted	

_____	_____	(____) _____
First Name	Last Name	Telephone No.
_____	_____	_____ - _____
Address & Street	City	State Zip
_____	_____	Personal <input type="checkbox"/> Business <input type="checkbox"/>
Occupation	No. Years Acquainted	

Background Check Policy

To ensure that individuals who join Waste Connections, Inc. are well qualified and have a strong potential to be productive and successful, and to further ensure that Waste Connections, Inc. maintains a safe and productive work environment free of any form of violence, harassment or misconduct, it is the policy of this company to perform pre-employment screening and credentials verification on applicants who are offered and accept an offer of employment. A pre-employment background check is a sound business practice that benefits everyone. It is not a reflection on a particular job applicant.

Therefore, offers of employment are conditional upon Waste Connections, Inc.'s receipt of a pre-employment background screening investigation that is acceptable to Waste Connections, Inc. at the company's sole discretion. Any applicant who refuses to sign a background screening authorization/release form will not be eligible for employment.

To ensure privacy, all pre-employment background screenings are conducted by a third party. All screenings are conducted in strict conformity with the Federal Credit Reporting Act (FCRA), the Americans with Disabilities Act (ADA), and state and federal anti-discrimination and privacy laws.

Waste Connections, Inc. reserves the right to conduct background screening anytime after the employee has been hired to determine eligibility for promotion, reassignment or retention in the same manner as described above. In addition, supporting information for investigations regarding workplace violence or threats of violence, workplace issues such as suspicion of misappropriation of assets or funds, or any other legitimate job related reason deemed appropriate by management may be conducted.

Background checks may include verification of information provided on the completed application for employment, the applicant's resume or on other forms used in the hiring process. Information to be verified includes, but is not limited to, Social Security Number and previous addresses. Waste Connections, Inc. may also conduct a reference check and verification of the applicant's education and employment background as stated on the employment application or other documents listed above.

The background check may also include a criminal record check. If a conviction is discovered, then Waste Connections, Inc. will closely scrutinize the conviction in view of our policy of a safe and profitable workplace. A criminal conviction does not necessarily automatically bar and applicant from employment. A determination will be made whether the conviction is related to the position for which the individual is applying or would present safety or security risks before an employment decision is made, taking into

account the nature and gravity of the act, the nature of the position and the age of the conviction. Waste Connections, Inc. reserves the right to run a criminal record check on existing employees when appropriate and job related.

Additional checks such as driving record or credit report may be made on applicants for particular job categories if appropriate and job related. Employment screening assessments to determine an applicant's job fit may also be required of all applicants' for employment.

Waste Connections, Inc. relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment including oral interviews. Any misrepresentations, falsifications, or material omissions in any of the information or data, no matter when discovered, may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

KROLL

DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my suitability for employment with Waste Connections, Inc. or any of its subsidiaries ("Company"), I authorize Company to request a consumer and/or investigative consumer report on me for employment purposes from **KROLL BACKGROUND AMERICA, INC.** ("Kroll"). Such reports may include, but are not limited to, information as to my character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; my personal credit history based on reports from any credit bureau; my driving history, including any traffic citations; workers' compensation records after a conditional job offer has been extended and to the extent permitted by law; a social security number trace; present and former addresses; criminal and civil history/records; and any other public record.

I authorize any person, business entity or governmental agency that may have information relevant to the above to disclose the same to Company and Kroll, including, but not limited to, any and all courts, public agencies, law enforcement agencies and credit bureaus. I authorize Company to share such information only with parties in interest who have a "need to know" such information to protect them and their employees. Kroll does not sell or otherwise provide any of the information found in its background investigations to any party other than the Company.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any consumer report of which I am the subject upon my written request to Kroll. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et. seq. I agree that this authorization shall remain valid for the duration of my employment with Company. I certify that the information contained on this Authorization form is true and correct and that my application or employment may be terminated based on any false, omitted or fraudulent information.

Signature: _____

Date: _____

PLEASE PRINT CLEARLY - IDENTIFYING INFORMATION FOR CONSUMER REPORTING AGENCY

First Name: _____

Middle Name: _____

Last Name _____

Other Names Used _____ Used from (month/year) _____ to _____

Social Security Number: _____ Daytime Phone Number: _____

Current Address: _____

Street /P. O. Box

City

State

Zip Code

At this address from (month/year) _____ to (month/year) _____

Driver's License Number: _____ State of Issuance: _____

*Date of Birth: _____ *Gender _____

For CA, MN & OK Residents Only: Please provide me with a copy of my background report YES: NO

For California residents: Under § 1786.22 of the California Civil Code, you may view the file maintained on you by Kroll. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by submitting a request by mail, by appearing at Kroll's offices in person during normal business hours and on reasonable notice, or you may also receive a summary of the file by telephone after submitting a written request. Kroll has trained personnel available to explain your file to you and will provide a written explanation of any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. Kroll is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214 and may be contacted at 1 (888) 381-7866.

*Providing year of birth and gender is strictly voluntary. This information will enable us to properly identify you in the event we find adverse information during the course of a background search.

Please note that nothing herein shall be construed as legal advice. Copyright © 2009 Kroll Background America, Inc. All Rights Reserved.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051



WASTE CONNECTIONS INC.
Connect with the Future®

Waste Connections Driver Qualification Kit

(For all States except Washington)

Location Name: _____
(i.e. ABC Waste)

Motor Carrier #: _____
(if applicable)

Includes New Driver Instructions and Forms
and
Hiring Manager Instructions to establish a Driver Qualification File





WASTE CONNECTIONS INC.
Connect with the Future®

Important Note to Hiring Managers

Please be sure this Driver Qualification kit is used for every driver, or mechanic, supervisor or other employee that falls into categories 2 & 3 below. Employees in Category 1 do not require a Driver Qualification file. Employees who transfer or are promoted from Category 1 to Category 2 or 3 must complete a Driver Qualification file and DOT pre-employment drug screen before they begin working in their new position. When you complete the new hire PAF, you will need to identify which category applies to each newly hired employee. Questions regarding these categories can be directed to the Corporate Safety Manager at 916-608-8200.

- **Category 1** – As a part of the position (could be driver, supervisor, mechanic etc.) this employee will operate a Motor Vehicle on public roads with a Gross Vehicle Weight Rating (GVWR) or Gross Combined Weight Rating (GCWR) of less than 10,001 lbs. This person will not be required to operate a vehicle over 10,000 lbs. This person is not required to, but may hold, a CDL. Note that these drivers are not required to have a Driver Qualification File in place and should not be part of the FMCSA/DOT Random Drug Testing process. They will, however, be subject to the Waste Connections Safety Sensitive Random Drug Testing process if driving is an essential function of their position.
- **Category 2** – As a part of position (could be driver, supervisor, mechanic etc.) this employee will operate a Motor Vehicle on public roads with a Gross Vehicle Weight Rating (GVWR) or Gross Combined Weight Rating (GCWR) of equal to or greater than 10,001 lbs but less than 26,001 lbs. This person will not be required to operate a vehicle over the 26,000 lb limit. This person is not required to, but may hold, a CDL. Note that these drivers are required to have a Driver Qualification File in place and should not be part of the FMCSA/DOT Random Drug Testing process. They will, however, be subject to the Waste Connections Safety Sensitive Random Drug Testing process if driving is an essential function of their position.
- **Category 3** – As part of position (could be driver, supervisor, mechanic etc.) this employee will operate a Motor Vehicle on public roads with a Gross Vehicle Weight Rating (GVWR) or Gross Combined Weight Rating (GCWR) equal to or greater than 26,001 lbs. This person is required to hold a CDL or permit for a CDL. Note that these drivers are required to have a Driver Qualification File in place and will be part of the both the FMCSA/DOT Random Drug Testing process and the Waste Connections Safety Sensitive Random Drug Testing process if driving is an essential function of their position.

WELCOME TO THE WASTE CONNECTIONS DRIVER QUALIFICATION KIT!

This is your ticket to becoming a Waste Connections Qualified Driver. Before we get started, here are some important tips to make this process go smoothly:

1. Take your time and read every document and form carefully.
2. Follow the instructions exactly and ask questions if you are confused about anything you read.
3. Write as clearly and legibly as you can.
4. Don't leave any item blank. If an item does not apply, write "none."
5. After you complete each form, review it to make sure you have filled out every section. Most forms require your signature and the date.

Here are the items you will be asked to provide us:

- Your Commercial Driver's License
- Your current DOT Physical Examination Medical Certificate (wallet card)

Here is a list of forms you will be required to review and/or complete:

- DQF01 Receipt and Acknowledgement of DOT Driver Qualification Kit
- DQF02 Request for Check of Driving Record
- DQF03 Motor Vehicle Driver's Certification of Violations/Annual Review of Driving Record
- DQF04 Background Check: Consent for Release of Drug and Alcohol Testing Information and Treatment Records
- DQF05 Background Check: Applicant Questionnaire Regarding Previous Drug and Alcohol Testing Information
- DQF06 Hours of Duty Statement

Let's Get Started!

District#: _____

Phone#: _____

 <p>WASTE CONNECTIONS INC. <i>Connect with the Future®</i></p>	<p>Form DQF01 Receipt and Acknowledgement of DOT Driver Qualification Kit</p>
---	---

Instructions:

Driver, please read and sign.

I HEREBY ACKNOWLEDGE I received The Waste Connections DOT Driver Compliance Kit. I understand that failure to comply with the Waste Connections DOT Driver Policy and Program may result in the immediate termination of the Waste Connections Driver. Driving without being qualified is an immediately terminable offense.

THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND UNDERSTANDS THE CONTENTS.

Driver's Name Printed

Signature of Driver

Date Signed

City/State

District#: _____

Phone#: _____

FORM DQF02 - REQUEST FOR CHECK OF DRIVING RECORD

SECTION 1 – To be completed by Driver

NAME OF APPLICANT/DRIVER _____

ADDRESS _____
(Number and Street) (City) (State) (Zip Code)

FORMER ADDRESS _____
(Number and Street) (City) (State) (Zip Code)

DATE OF BIRTH _____ SSN _____ LICENSE NO. _____

I hereby authorize you to release the following information to WASTE CONNECTIONS INC. AND FIRST LAB
(Prospective Employer)
for purposes of investigation as required by Sections 391.23 and 391.25 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability which may result from furnishing such information.

(Applicant's Signature)

(Date)

.....
In accordance with the provisions of Sections 604 and 607 of the **Fair Credit Reporting Act**, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), I hereby certify the following:

1. The consumer (applicant) has authorized in writing the procurement of this report;
2. The consumer (applicant) has been informed in a separate written disclosure that a consumer report may be obtained for employment purposes;
3. The information requested below will be used for a "permissible purpose" (i.e., information for employment purposes) and will be used for no other purpose;
4. The information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and
5. Before taking an adverse action based in whole or in part on the report the consumer (applicant) will receive a copy of the requested report and the summary of consumer rights as provided with the report by the consumer reporting agency.

I also hereby certify that this report request and the above applicant's release notice meet the definition of "permissible uses" of state motor vehicle records under the provisions of the **Driver's Privacy Protection Act of 1994** (Public Law 103-322, Title XXX, Section 300002(a)).

(Signature of Requester / Hiring Manager)

(Date)

Company: Waste Connections Inc.

(Requestor Name)

Address: 35 Iron Point Circle, Suite 200

(Requestor Title)

Folsom, CA 95630

(Requestor Signature)



Background Check

2105 East Main Street, Waynesboro, PA 17268 • Telephone: 717-749-5079 • Fax: 717-749-5091

INSTRUCTIONS FOR THE HIRING MANAGER FOR FORMS DQF04 AND DQF05

HOW TO USE BACKGROUND CHECK

Welcome to Background Check. The following instructions are provided for your convenience. When hiring an individual who will be performing a function defined as “DOT safety sensitive” by the US Department of Transportation, please follow the steps below.

Use the forms entitled “**DQF04 CONSENT FOR RELEASE OF DRUG AND ALCOHOL TESTING INFORMATION AND TREATMENT RECORDS**” and “**DQF 05 APPLICANT QUESTIONNAIRE REGARDING PREVIOUS DRUG & ALCOHOL TESTING INFORMATION**”. ALL information should be printed.

1. Have the applicant print his/her name and social security number at the top of the “Consent” form.
2. Applicant should then fill in his/her **previous three (3) year employer history, listing only those employers for which he/she performed DOT safety sensitive functions.** Full company names (no initials), as well as complete addresses, telephone numbers (including area codes), and dates of employment are required. Please ensure that all information is legible. **If space is needed to list additional employers, it will be necessary to complete an additional Consent form in the same complete manner as the first page.**
3. Following the previous employer information is the consent section where the applicant is to print his/her name, then carefully read the consent text. Immediately below this block the applicant will sign and date the consent, authorizing release of the requested records. (It is important that the applicant reads and understands the consent section prior to signing.)
4. **Following the applicant signature, the prospective employer information should then be filled in by the company official requesting the background check. Please be sure to include a complete address, phone, and fax number.**
5. Have the applicant complete the “**DQF05 Applicant Questionnaire Regarding Previous Drug & Alcohol Testing Information**”.
6. Review the completed questionnaire. If questions 5 and/or 6 are answered “yes”, you must request that the applicant document that he/she has successfully completed the return-to-duty process as required by the DOT drug and alcohol testing regulations. You may call Background Check at (717) 749-5079 for more information on this requirement.
7. **Fax both** completed forms to Background Check at 717-749-5091. Maintain the originals in the applicant’s file as your permanent record. You may make a copy of the completed forms to give to the applicant.
8. You will receive a summary report of the requested information. Background Check will maintain a copy of all records related to each drug and alcohol background check. These records may be reviewed upon request until archived.
9. For further information on Background Check, please contact our office at (717) 749-5079.

Background Check

District Number: _____

2105 East Main Street, Waynesboro, PA 17268 • Telephone: 717-749-5079 • Fax: 717-749-5091

FORM DQF04 - CONSENT FOR RELEASE OF DRUG AND ALCOHOL TESTING INFORMATION AND TREATMENT RECORDS AND SAFETY PERFORMANCE HISTORY

PLEASE PRINT

APPLICANT NAME: _____ SSN: _____ - _____ - _____
(LAST) (FIRST) (MI)

APPLICANT: IF YOU WERE EMPLOYED BY A DOT REGULATED EMPLOYER DURING THE LAST THREE YEARS AND PERFORMED A SAFETY SENSITIVE FUNCTION FOR THAT EMPLOYER, PLEASE PROVIDE THE NAME OF THAT EMPLOYER, A COMPLETE MAILING ADDRESS, AND PHONE NUMBER STARTING WITH THE AREA CODE. START WITH THE MOST RECENT EMPLOYER FIRST.

PREVIOUS EMPLOYER: _____ DATES: FROM: _____ TO: _____
(LEGAL BUSINESS NAME)

ADDRESS: _____
(STREET)

(CITY) (STATE) (ZIP) PHONE: (____) _____ - _____

PREVIOUS EMPLOYER: _____ DATES: FROM: _____ TO: _____
(LEGAL BUSINESS NAME)

ADDRESS: _____
(STREET)

(CITY) (STATE) (ZIP) PHONE: (____) _____ - _____

PREVIOUS EMPLOYER: _____ DATES: FROM: _____ TO: _____
(LEGAL BUSINESS NAME)

ADDRESS: _____
(STREET)

(CITY) (STATE) (ZIP) PHONE: (____) _____ - _____

I, (print name) _____, authorize my above listed previous employers to disclose to Background Check or its designated agents information pertaining to my safety performance history with Department of Transportation regulated employers during the preceding three years. This will include any verified positive drug test result, any alcohol test result of .04 or above, any refusal to test (including verified adulterated or substituted drug test results), any other violation of Department of Transportation (DOT) agency drug and alcohol testing regulations and any records of evaluation and treatment, to include completion of DOT return to duty requirements, resulting from such violations or tests, conducted on me in accordance with 49 CFR Part 391, section 391.23(e). This will also include accident data as described in 49 CFR Part 391, section 391.23(d). I further authorize Background Check to disclose this information to the prospective employer listed below and agree to hold harmless any previous employers listed above, Background Check, its directors, employees, agents, or volunteers for any damage, loss of employment, or any negative outcome that may result from such disclosure. I understand that the prospective employer listed below is required to obtain this information in accordance with Federal regulations, specifically 49 CFR Part 391, section 391.23. This consent is subject to revocation at any time, however, such revocation does not apply to disclosures made prior to notice. This authorization expires without express revocation sixty (60) days from the date that appears below. I understand that I have the right to inspect and copy any written information disclosed.

SIGNATURE OF APPLICANT: _____ DATE: _____

PROSPECTIVE EMPLOYER: _____
(LEGAL BUSINESS NAME)

ADDRESS: _____
(STREET)

(CITY) (STATE) (ZIP)

PHONE (____) _____ - _____ FAX (____) _____ - _____

SIGNATURE OF EMPLOYER REPRESENTATIVE: _____
(WITNESS)

PRINTED NAME: _____



Background Check

2105 East Main Street, Waynesboro, PA 17268 • Telephone: 717-749-5079 • Fax: 717-749-5091

FORM DQF05

APPLICANT QUESTIONNAIRE REGARDING PREVIOUS DRUG & ALCOHOL TESTING INFORMATION

APPLICANT: PLEASE CIRCLE YES OR NO IN RESPONSE TO THE FOLLOWING QUESTIONS AS REQUIRED BY U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS (49 CFR PART 391). IN THE PAST THREE YEARS:

1. Have you had any DOT required alcohol tests with a result of 0.04 or higher alcohol concentration? **Yes / No**

2. Have you had any verified positive DOT required drug tests? **Yes / No**

3. Have you refused to be tested (including having a verified adulterated or substituted drug test result)? **Yes / No**

4. Have you had any other violation of a DOT agency drug or alcohol testing regulation? **Yes / No**

5. Were there any situations in which you tested positive on a pre-employment test for a DOT employer that did not hire you? **Yes / No**

6. Were there any situations in which you refused to submit (including any adulterated or substituted findings) to a pre-employment test for a DOT employer that did not hire you? **Yes / No**

I certify that my responses to the above questions are true:

Applicant's signature: _____

Date: _____

Printed name: _____

SSN: _____

Form DQF06 - Hours of Duty Statement

IMPORTANT: THIS FORM MUST BE COMPLETED ON THE DRIVER'S FIRST DAY OF EMPLOYMENT

District # _____

Phone # _____

Instructions: Motor carriers when using a driver for the first time shall obtain from the driver a signed statement given a total time on-duty during the immediate preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(j)(2) Federal Motor Carrier Safety Regulations. Note: Hours for any compensated work during the preceding 7 days, including for a non-motor carrier entity, must be recorded on this form.

Driver Name (print) _____

Social Security Number: _____

Driver's License:

State _____ Number _____ Class _____ Endorsement(s) _____ Restriction(s) _____

Type of License: _____ Issuing State: _____

Day	1 Yesterday	2	3	4	5	6	7	
Date								Total Hours
Hours Worked								

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at:

_____ a.m./p.m. On _____
Day Month Year

Driver's Signature: _____ Date: _____

Driver's Certification for Other Compensated Work

Instructions: When employed by a motor carrier, a driver must report to the carrier all on-duty time including time working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safety Regulations includes time performing any other work in the capacity or, or in the employ or service of, a common, contract or private motor carrier, also performing any compensated work for a non-motor carrier entity.

Are you currently working for another employer?

Yes No

At this time, do you intend to work for another employer while still employed at this company?

Yes No

I hereby certify that the information given above is true and I understand that once I become employed with this company, if I being working for any additional employer(s) for compensation that I must inform this company immediately of such employment activity.

Driver's Signature: _____ Date: _____

Witness: Company Representative

Date:



WASTE CONNECTIONS INC.
Connect with the Future®

Hiring Manager Instructions



Hiring Manager - Important Steps to Complete the DQF

Now that the newly hired driver has completed their section of the Driver Qualification Kit, you have some final steps to take to wrap up this part of the new hire process.

		Done?
1.	Review every DQF document the driver has completed. <ul style="list-style-type: none"> <input type="checkbox"/> All forms are signed and dated as directed. <input type="checkbox"/> All sections of all forms are complete and legible. <input type="checkbox"/> All addresses are complete and phone numbers include area codes. <input type="checkbox"/> Checks the Driver Application to be sure at least 3 years of residences are provided. <input type="checkbox"/> Check the Driver Application to be sure that at least 10 years of employment history are provided. Any gaps (periods of self-employment or unemployment) should be explained. <input type="checkbox"/> On Form DQF03 – if there are no violations, be sure that “None” is written or checked. 	<input type="checkbox"/>
2.	If you haven't already, make a copy of the driver's CDL. <ul style="list-style-type: none"> <input type="checkbox"/> Enlarge and lighten the copy. 	<input type="checkbox"/>
3.	Make a copy of the driver's 3 Year Motor Vehicle Report. <ul style="list-style-type: none"> <input type="checkbox"/> Enlarge and lighten the copy. 	<input type="checkbox"/>
4.	If you haven't already, make a copy of the driver's DOT Physical Exam Medical Certificate (wallet card only) <ul style="list-style-type: none"> <input type="checkbox"/> Be sure the certificate includes the doctor's information, the driver's signature and the driver's complete address. <input type="checkbox"/> Both front and back should be copied. <input type="checkbox"/> Enlarge and lighten the copy. 	<input type="checkbox"/>
5.	Print and provide a copy of the following policies and have the newly hired driver read each policy. Be available to answer any questions. <ul style="list-style-type: none"> <input type="checkbox"/> DM-P001: Seat Belts (The Can/Manuals/Safety Manual/Driver & Operator Management/DM-P001) <input type="checkbox"/> DM-P002: Hours of Service (The Can/Manuals/Safety Manual/Driver & Operator Management/DM-P002) <input type="checkbox"/> Waste Connections 2011 Drug and Alcohol Policy for Drivers Subject to FMCSA Drug and Alcohol Testing Regulations (http://thecan/documents/DandAPolicy/Policies/FMCSA20DrugandAlcoholTestingRegulations.pdf) <ul style="list-style-type: none"> <input type="checkbox"/> Have the driver read and sign the acknowledgement on the last page of the policy and file it in the driver's personnel file. <input type="checkbox"/> DM-P010: Wireless Communication Device Usage (The Can/Manuals/Safety Manual/Driver & Operator Management/DM-P010) <input type="checkbox"/> SB-R008: Employee Safe Work Practices (The Can/Manuals/Safety Manual/Safety Bulletins/SB-R008) <input type="checkbox"/> PA-P003: Safety Rules and Discipline Program (The Can/Manuals/Safety Manual/Program Administration/PA-P003) 	<input type="checkbox"/>

		Done?
6.	Provide form DQF07 Acknowledgement and Receipt and Understanding of Waste Connections Driver Policies and Procedures for the driver to sign. (Form included in this packet.)	<input type="checkbox"/>
7.	<p>Provide the Driver the One-Hour Driver Education. You can accomplish this by having the driver view the DVD “What Driver’s Need to Know about Drug and Alcohol Testing” and providing the handbook “Driver Alert! DOT Alcohol and Drug Testing Handbook.” Note: DOT requires that each driver receives an education booklet/handbook.</p> <p><input type="checkbox"/> Have the driver read and sign the tear-out sheet in the back of the handbook. Send a copy to First Lab as part of the DQF packet and keep the original in the driver’s personnel file</p> <p>If you need the DVD or Driver Handbooks, please contact your Regional Safety coordinator or Corporate Safety Administrator.</p>	<input type="checkbox"/>
8.	Provide form DQF08 Verification of Receipt of Employee Education Materials for the driver to sign. (Form included in this packet.)	<input type="checkbox"/>
9.	<p>Certification of Road Test Answer these questions to determine if a Road Test is required for this driver:</p> <p>Question #1. Does this driver hold a valid CDL?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer to #1 is Yes, you are NOT required to perform a Driver Road Test or complete a Certification of Road Test. If the answer is No, proceed to question #2.</p> <p>Question #2. Will this driver be driver a Commercial Motor Vehicle with a GCWR of 10,001 pounds but less than 26,001 pounds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer to #1 is No and the answer to #2 is Yes, you are required to perform a Driver Road Test using Form DQF09 and complete a Certification of Road Test using form DQF10.</p>	<input type="checkbox"/>
10.	<p>Submit required all DQF documents for the newly hired driver to FirstLab.</p> <p><input type="checkbox"/> Obtain a Waste Connections DQF Document Cover Sheet (included in this packet)</p> <p><input type="checkbox"/> Complete the top section of the form (location, date, phone etc.)</p> <p><input type="checkbox"/> Mark the box “Hiring Packet and Forms” New/Transferred DOT Driver Qualification Hiring File and Packet:</p> <p><input type="checkbox"/> Gather all required DQF documents – Form DQF11 is a checklist of all documents required to be sent to First Lab (included in this packet.)</p> <p><input type="checkbox"/> Mail or Fax documents to First Lab</p>	<input type="checkbox"/>
10.	Regularly log onto FirstLab to monitor the DQF status of your newly hired employees. Follow up on any open requests.	<input type="checkbox"/>

**WASTE CONNECTIONS
DRUG & ALCOHOL POLICY FOR DRIVERS SUBJECT TO
FMCSA DRUG & ALCOHOL TESTING REGULATIONS**

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	SCOPE & OVERVIEW	1
3.	DEFINITIONS.....	2
3.1	Alcohol.....	2
3.2	Commercial Motor Vehicle (“CMV”).....	2
3.3	Controlled Substances.....	2
3.4	Driver	2
3.5	Medical Review Officer (MRO).....	2
3.6	Observed Collection.....	3
3.7	On-Duty And Duty	3
3.8	Performing a Safety-Sensitive Function	3
3.9	Prohibited Drugs	3
3.10	Refusal-to-Test.....	3
3.11	Safety-Sensitive Functions.....	4
4.	DOT PROHIBITIONS ON USE OF ALCOHOL AND DRUGS.....	4
5.	TESTING: WHEN TESTING IS REQUIRED	5
6.	TESTING PROCEDURES	9
6.1	Alcohol Testing.....	9
6.2	Drug Testing	9
7.	CONSEQUENCES OF A POSITIVE RESULT OR REFUSAL-TO-TEST	11
8.	REPORTING RESPONSIBILITIES	11
9.	EMPLOYEE ASSISTANCE RESOURCES.....	12
10.	INFORMATION AND TRAINING ON CONTROLLED SUBSTANCES /ALCOHOL ABUSE	13
11.	CONFIDENTIALITY.....	13
12.	OBLIGATION TO CONTACT PRIOR EMPLOYERS	14
13.	CERTIFICATE OF RECEIPT.....	14

APPENDICES

- A -- Driver Post-Accident Instructions
- B -- DOT Alcohol Testing Procedures
- C -- DOT Urine Collection Procedures
- D -- Certificate of Receipt of Waste Connections DOT Drivers’ Drug and Alcohol Policy

WASTE CONNECTIONS DRUG & ALCOHOL POLICY FOR DRIVERS SUBJECT TO FMCSA DRUG & ALCOHOL TESTING REGULATIONS

1. Introduction

The U.S. Department of Transportation (“DOT”) and Federal Motor Carrier Safety Administration (“FMCSA”), acting to implement a federal law called the Omnibus Transportation Employee Testing Act, have adopted regulations requiring Waste Connections to implement a drug and alcohol policy for certain commercial motor vehicle operators it employs. Generally speaking, for Waste Connections purposes, the regulations cover drivers who operate or who may be asked to operate commercial motor vehicles that have a gross vehicle weight rating, alone or in combination, of 26,001 pounds or more. The regulations include prohibitions on the use of drugs and alcohol, and establish drug and alcohol testing requirements for those drivers.

This Drug and Alcohol Policy for Drivers Subject to FMCSA Drug & Alcohol Testing Regulations (FMCSA Drug and Alcohol Policy) describes the U.S. Department of Transportation (“DOT”) rules on: (i) alcohol use or abuse; (ii) the illicit use, sale, or possession of drugs; (iii) the misuse of drugs; and (iv) the drug and alcohol-testing requirements for drivers who perform safety-sensitive functions regulated by the DOT. This policy applies to any covered driver who performs safety-sensitive work on a commercial motor vehicle as described below, including Waste Connections employees and independent contractors performing regulated services on the Company’s behalf. This policy supplements the Company’s generally applicable Drug and Alcohol Policy, meaning that covered drivers must comply with this policy and the Company’s Drug and Alcohol Policy.

2. Scope & Overview

2.1 Any questions you may have regarding this FMCSA Drug and Alcohol Policy should be directed to the Corporate Safety Manager, who acts as the Company’s Designated Employer Representative (DER) for purposes of administering this policy. Each location also has a regional DER to assist in implementation of this policy. See Section 14 for your local DER.

2.2 Any covered driver who violates the DOT’s regulations governing drug and alcohol use and testing also will be considered to be in violation of Company policy. Drivers in violation of Waste Connections policy will be subject to discipline, up to and including termination from employment, in addition to, and independent of, any sanction imposed by the DOT regulations. Job applicants in violation of the DOT drug and alcohol regulations will be denied employment.

3. Definitions

3.1 Alcohol

“Alcohol” means ethyl alcohol and includes any beverage or medicine containing ethyl alcohol.

3.2 Commercial Motor Vehicle (“CMV”)

A “commercial motor vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle: (i) is designed to transport 16 or more passengers, including the driver; (ii) has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; (iii) has a gross vehicle weight rating of 26,001 or more pounds; or (iv) is of any size and is used in the transportation of hazardous materials requiring placarding.

Waste Connections considers any driver who operates a commercial motor vehicle weighing in excess of 26,001 pounds to be a “Category 3 Driver.” Therefore, to the extent this policy refers to “Drivers,” it means “Category 3” drivers. At this time, Waste Connections does not use any drivers who operate commercial vehicles designed to transport 16 or more passengers, and does not have any drivers who transport hazardous materials requiring placarding. If, in the future, it should hire any drivers who operate commercial motor vehicles designed to carry 16 or more passengers, or any driver who transports hazardous materials requiring placarding, those drivers also would be covered by this policy.

3.3 Controlled Substances

The term “controlled substances” in this policy refers to the use of any drug regulated under the federal Controlled Substances Act, and includes all drugs available by prescription.

3.4 Driver

“Driver,” for purposes of DOT drug and alcohol regulations, means any person who operates a commercial motor vehicle. This includes, but is not limited to, full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors, and can include mechanics, supervisors, or any other worker called upon to operate a Commercial Motor Vehicle. Waste Connections refers to these individuals, including mechanics, as Category 3 Drivers.

3.5 Medical Review Officer (MRO)

A “Medical Review Officer” is a licensed medical doctor or doctor of osteopathy with special training in toxicology. The MRO acts as an independent, impartial gatekeeper charged with verifying all confirmed positive drug test results before reporting those results to the Company’s representatives. The MRO also reviews chain-of-custody documentation, adulterated and substituted samples, orders observed collections and re-tests, and performs related review functions designed to ensure the integrity of the testing process.

3.6 Observed Collection

All return to work and follow-up tests require an observed collection, and observed collections may be required after certain circumstances indicating that adulteration or substitution may be an issue. All observed collections will be conducted by a same-gender observer. An individual subject to observed collections will be directed to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer, by turning around, that they do not have a prosthetic device. After the observer has determined that the employee does not have such a device, he or she will permit the individual to return clothing to its proper position for observed urination. The observer must then watch the individual urinate, and specifically, to watch the urine go from the individual's body into the collection container. Refusal to collection where directed is considered a refusal to test.

3.7 On-Duty And Duty

“On-duty” and “duty” for purposes of the DOT regulations include any and all time engaged in safety-sensitive functions. Drivers are considered to be on duty as a matter of Waste Connections policy whenever they are on Waste Connections premises or performing work on behalf of Waste Connections, and may be subjected to testing pursuant to the Waste Connections’ drug and alcohol testing policy in circumstances when a DOT drug and/or alcohol test is not permitted or required.

3.8 Performing a Safety-Sensitive Function

A driver is considered to be performing a “safety-sensitive function” during any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions. Waste Connections employees who are on-call or could be called upon to perform safety-sensitive functions must ensure they are in compliance with DOT regulations on alcohol use.

3.9 Prohibited Drugs

“Prohibited drugs” are those classes of drugs (and their metabolites) for which Waste Connections must test pursuant to DOT regulations, which at this time include marijuana, cocaine, opiates, amphetamines (including MDMA, MDA, and MDEA), and phencyclidine (“PCP”) (a “five-panel” test). Please note that the use of “medical marijuana” is prohibited by the DOT drug and alcohol regulations.

3.10 Refusal-to-Test

A refusal to take a DOT-mandated drug or alcohol test includes:

- (i) Failure to appear for a test within a reasonable time period, as determined by the Company, after being directed to do so;
- (ii) Failure to remain at the test site until the testing process is complete;

- (iii) Failure to provide a urine specimen for any drug test required under DOT drug and alcohol regulations;
- (iv) Failure to permit monitoring or observation in the case of a directly monitored or observed collection;
- (v) Failure to provide a sufficient amount of urine (when there is no adequate medical explanation for the failure);
- (vi) Failure to take a second test or provide a second specimen when required to do so by Waste Connections or the collector;
- (vii) Failure to undergo a medical examination or evaluation directed under the DOT drug and alcohol regulations;
- (viii) Failure to cooperate with any part of the testing process;
- (ix) Submission of a verified adulterated or substituted test result;
- (x) Failure to attempt to provide a saliva or breath specimen for alcohol testing;
- (xi) Failure to provide a sufficient breath specimen (when there is no adequate medical explanation for the failure); and/or
- (xii) Failure to sign required DOT certifications.

A refusal to submit to a DOT-mandated drug and/or alcohol test is a violation of the DOT regulations and carries the same consequences as a positive test. As a matter of Waste Connections policy, a refusal-to-test is considered willful insubordination, and drivers will be subject to termination.

3.11 Safety-Sensitive Functions

The DOT defines safety-sensitive functions to include: (1) all time waiting to be dispatched; (2) inspecting, servicing, or conditioning any CMV; (3) driving a CMV; (4) any time in or on any CMV except when resting in a sleeper berth; (5) all time loading or unloading a CMV, including assisting, attending, accepting receipts and remaining ready to drive a CMV being loaded or unloaded; and (6) all time spent repairing, obtaining assistance, or remaining in attendance upon a disabled CMV.

4. DOT Prohibitions on Use of Alcohol and Drugs.

4.1 The DOT drug and alcohol regulations prohibit the following activities. Please review carefully, and note that the rules cover both on-duty and off-duty activities. Any violation of this policy will result in: (i) immediate removal from safety-sensitive functions; (ii) referral to a Substance Abuse Professional (“SAP”) (as discussed below in Section 9); (iii) possible disqualification from performing DOT-regulated functions; and (iv) disciplinary action under the Waste Connections substance abuse policy.

The DOT regulations prohibit the following:

- 4.1.1 **Alcohol concentration:** No DOT-regulated driver shall report for duty, remain on duty, or be immediately available for duty requiring the performance of safety-sensitive functions while having alcohol at a concentration of .04 or more in his/her system. In addition, any driver who reports for duty, remains on duty, or is available for duty, and who tests positive for alcohol at a concentration of .02 to .039, shall be immediately removed from safety-sensitive employment for at least 24 hours, as is required by the DOT regulations. Drivers found to have alcohol in their systems will also be subject to discipline, as a matter of Waste Connections policy.
- 4.1.2 **On-duty use:** No DOT-regulated driver shall use or consume alcohol while performing safety-sensitive functions;
- 4.1.3 **Pre-duty use:** No DOT-regulated driver shall perform safety-sensitive functions within four (4) hours of using alcohol;
- 4.1.4 **Use following an accident:** No DOT-regulated driver who is required to take a DOT-mandated post-accident alcohol test as set forth below shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first;
- 4.1.5 **Refusal to submit:** No DOT-regulated driver shall refuse to submit to an alcohol or drug test required by the DOT regulations;
- 4.1.6 **Prescription drug use:** Consistent with FMCSA regulations, a DOT-regulated driver may *not* report for duty or remain on duty requiring the performance of safety-sensitive functions if the driver uses *any* controlled substance, even by prescription, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does *not* adversely affect the driver's ability to operate a commercial motor vehicle safely. See Section 8, below, for additional details on this rule; and
- 4.1.7 **Positive Test Results/Refusals to Test:** A DOT-regulated driver may *not* report for duty, remain on duty, or perform a safety-sensitive function for *any* regulated employer if he or she has a verified positive test result or has refused to submit to testing required by the DOT regulations, and has not met the requirements those regulations impose for returning to safety-sensitive duties.

5. **Testing: When Testing Is Required**

5.1 The DOT regulations require testing of covered drivers in the following six circumstances:

- 5.1.1 Pre-employment/Pre-use Testing:** Prior to the first time a Category 3 or other covered driver performs regulated safety-sensitive functions for the Company, the driver will undergo testing for prohibited drugs. The regulations require the driver to receive a negative drug test result in order to begin DOT-regulated safety-sensitive work.¹ This requirement also applies whenever a driver is transferred from a non-covered to a covered position. For job applicants, a failure to receive a negative test result, or a second negative dilute result will result in the rejection of the employment application, as a matter of Company policy.

Applicants who fail a pre-hire drug test may not reapply at any Waste Connections facility for a period of six months and must have completed DOT return-to-duty requirements before applying. Drivers will also be required to pass a separate Waste Connections drug test as a condition of hire.

- 5.1.2 Post-accident Testing:** Post-accident testing is required for DOT-regulated drivers if: (i) the accident involves a fatality; (ii) there is an injury for which anyone receives immediate medical attention away from the scene of the accident *and* the driver receives a citation for a moving violation arising from the accident; or (iii) any vehicle sustains disabling damage *and* the driver receives a citation under state or local law for a moving violation arising from the accident. DOT-tests are not required, however, if the occurrence involves only entering or exiting a stationary motor vehicle, or involves only the loading or unloading of cargo. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle involved in the accident must be tested. Tests must be administered as soon as practicable following the accident, after any necessary medical assistance has been offered. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Drivers must not consume alcohol for eight hours following an accident, or until the driver has completed a post-accident alcohol test, or has been informed by his or her manager that no post-accident test is required.

Specific instructions regarding DOT post-accident testing are attached as Appendix A. You are encouraged to keep a copy of Appendix A with you for reference in the event of an accident.

In addition, Waste Connections may conduct post-accident drug testing under its own authority pursuant to its corporate Drug and Alcohol Free Workplace Policy. If you are involved in an accident while performing

¹ There are limited exceptions to this requirement when the driver has been employed and participating in a FMCSA-mandated program with his or her former employer. As a matter of Waste Connections' policy, a pre-employment screen is required.

any work for the Company, we expect you to notify your supervisor as soon as practicable, partly to determine whether DOT-mandated testing is required. When both a DOT and a Waste Connections test are required by policy, separate collections will be conducted and the test processes will be separate. In this circumstance, the DOT sample collection will always take precedence.

- 5.1.3 Random Testing:** All covered drivers are subject to unannounced random drug and alcohol testing per DOT regulations. Selection for testing will be made using a scientifically valid method such as a random number table, or a computer-based random number generator that is matched with a driver's payroll identification or other comparable identifying numbers. Random selections will be managed by a third-party administrator under contract to the Company, in accordance with DOT requirements. Each driver will have an equal chance of being selected each time selections are made. Random tests will be spread reasonably throughout the calendar year.

When a driver is notified that he or she has been selected to take a random alcohol or drug test, the driver must proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver must stop performing the safety-sensitive function as soon as possible and then proceed to the test site. A driver will be subject to random alcohol testing only while the driver is performing or ready to perform safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

If a driver is on leave when his or her name is selected for testing, his or her name will be held until the driver is ready to return, and the driver will be tested before returning to safety-sensitive work. If, however, the driver is not expected to return before the next random selection period, then the driver's name will be returned to the pool and a new driver selected for testing.

- 5.1.4 Reasonable Suspicion Testing:** Covered drivers are subject to drug and/or alcohol testing whenever they are reasonably suspected of using a prohibited drug or of misusing alcohol in violation of DOT regulations. The Company will base its determination that reasonable suspicion exists on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the individual. Reasonable suspicion determinations will be made by a supervisor or manager who is trained in detecting the symptoms of drug abuse or alcohol misuse. Any one supervisor who believes reasonable suspicion exists will be responsible for making reasonable suspicion determinations. (The person

who determines that reasonable suspicion exists will not conduct the alcohol test.)

In addition, the Company may elect to conduct reasonable suspicion drug and alcohol tests on its own authority, if it has reason to believe that a driver is in violation of its policy on alcohol and drug use, and regardless of whether a DOT-mandated test is required. Tests conducted under Company authority will follow corporate or location drug and alcohol testing procedures. When both a DOT and a Waste Connections test are requested, separate collections will be conducted and the test processes will be separate. In this circumstance, DOT sample collection will always take precedence.

- 5.1.5 Return-to-Duty Testing:** No driver may return to safety-sensitive DOT-regulated employment after receiving a verified positive test result for prohibited drugs or alcohol on a DOT test, after refusing to submit to a DOT-mandated drug or alcohol test, or after otherwise having violated the DOT drug and alcohol regulations, until he or she takes and passes a return-to-duty test. This requirement applies regardless of whether the individual is seeking work with the Company or with any other DOT-regulated employer. All DOT return-to-duty tests require an observed collection.
- 5.1.6 Follow-Up Testing:** If and when a driver who has violated the DOT drug and alcohol rules is permitted to return to a safety-sensitive position subject to the DOT drug and alcohol regulations, after taking and passing a return-to-duty test, the driver will be required to undergo unannounced follow-up alcohol and/or drug testing, as directed by his or her Substance Abuse Professional (“SAP”). At a minimum, the driver will be subject to six (6) unannounced tests in the first twelve (12) months following the return to safety-sensitive work, and for as long as 60 months following the return to work. All follow-up tests require an observed collection. Follow-up testing is a DOT requirement and applies regardless of whether the individual is seeking to continue working with Waste Connections, or seeks to perform any work subject to the DOT drug and alcohol testing rules. The SAP has the exclusive authority to determine how frequently the driver must submit to follow-up tests, how long testing shall continue, and this determination cannot be challenged by either the driver or the Company. Follow-up alcohol testing mandated by the DOT drug and alcohol regulations shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

6. Testing Procedures

6.1 Alcohol Testing

- 6.1.1** Alcohol testing is performed by testing a breath or saliva sample as an initial test. Initial tests which are positive will be confirmed using an evidential breath testing (“EBT”) device shortly after the first test is completed. The detailed procedures for DOT-mandated alcohol testing are attached as Appendix B.
- 6.1.2** Screening tests using a saliva test may be performed. Only a qualified Screening Test Technician (“STT”) will administer saliva-based alcohol tests.
- 6.1.3** A breath-alcohol technician (“BAT”) who has completed a course of instruction in the operation of an EBT device will conduct all breath alcohol tests. Required training includes training in the principles of EBT methodology, operation and calibration checks, the fundamentals of breath analysis for alcohol content, and the procedures for obtaining a breath sample and interpreting and recording EBT results.
- 6.1.4** Law enforcement officers who have been certified by state or local governments to conduct breath-alcohol testing are deemed to be qualified as BATs.
- 6.1.5** The Company will ensure that its collectors use approved alcohol testing devices that meet all requirements set forth in the DOT alcohol testing regulations. Absent unusual circumstances, an employee’s direct supervisor will not serve as the collector. In addition, Waste Connections will ensure that it or its agents will maintain the quality assurance plan for each EBT developed by the manufacturer.
- 6.1.6** Breath testing normally will be conducted in a location that affords visual and aural privacy to the person being tested sufficient to ensure that unauthorized persons cannot see or hear test results.

6.2 Drug Testing

- 6.2.1** Testing for prohibited drugs will be performed by testing a urine sample provided by the individual at a collection site. The detailed procedures for urine collection for DOT-mandated drug testing are attached as Appendix C. After the collector has collected a sample, split the sample, and secured the sample as described in Appendix C, the sample (both containers) will be sent to a laboratory which has been certified by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”) to conduct workplace drug testing. (Note: If the DOT adopts proposed regulations approving the use of Instrumented Initial Test Facilities (IITF))

then initial testing may be performed at an IITF. In that case, any non-negative result will continue to be forwarded to a SAMHSA certified laboratory for further analysis.)

- 6.2.2** The laboratory will perform an initial immunoassay test, and if that test is positive, the positive result will be confirmed using a method called gas chromatography/mass spectrometry (GC/MS). The laboratory also may test for the presence of adulterants, masking agents, and other evidence of efforts to evade or disrupt the testing process.
- 6.2.3** A Medical Review Officer (“MRO”) will review presumptive positive test results, and will engage in reasonable attempts to contact the driver to discuss possible medical reasons for a positive test *before* verifying the test as positive and informing Waste Connections of the positive test result. (If the driver does not return calls, the MRO may contact the Waste Connections DER for your location to obtain assistance in reaching the driver. If the driver fails or refuses to speak to the MRO, the MRO may verify the test as positive without speaking to the driver.)
- 6.2.4** If the test is confirmed positive, a driver can request a confirmatory test of the “split” sample (second container) within 72 hours of receiving notification of the test result. If the driver so requests, the split sample will be tested at the driver’s expense at another laboratory certified by SAMHSA. However, a request for a test of the split specimen will not delay verification of the first test result.
- 6.2.5** If the laboratory detects that the sample has been adulterated or substituted, the laboratory will report that determination to the MRO. The MRO will attempt to contact the driver to discuss possible medical reasons for the determination before verifying the test as a refusal-to-test.
- 6.2.6** If the test is confirmed as negative, but dilute, Waste Connections will require the job applicant or driver immediately and without prior notice to submit to another test. (A positive dilute result is positive regardless of dilution.) If the second test is also negative, but dilute, and the driver is an applicant, Waste Connections will withdraw the offer of hire, as matter of Company policy. If the second test is negative dilute for an existing employee, the test will be considered negative and no additional testing will be conducted except as may be required by the MRO.
- 6.2.7** If there are problems with the test sample or collection, the DOT drug and alcohol regulations may call for a second collection.
- 6.2.8** In most cases, the DOT drug and alcohol regulations allow individual privacy in the collection process. However, in cases when a driver may have altered or attempted to alter or to substitute a specimen as defined in the DOT drug or alcohol regulations, the driver will be required to

produce a specimen under the direct observation of a same gender collection site person. Observed collections are also mandatory for all return-to-duty and follow-up tests. Drivers who cannot provide sufficient urine for testing will be required to submit to medical examinations, consistent with the regulations.

7. Consequences of a Positive Result or Refusal-To-Test

7.1 A driver who tests positive for alcohol at a level of .04 percent or greater, receives a verified positive test result for prohibited drugs, or refuses to submit to testing will be removed immediately from safety-sensitive employment and referred to a Substance Abuse Professional (SAP) for evaluation. A refusal to test will be considered willful insubordination for purposes of discipline. In addition, those drivers who test positive will be subject to disciplinary action as a matter of Waste Connections policy (applicants who refuse to be tested or who test positive will not be hired). Drivers with positive alcohol test levels of .02 to .039 percent will be removed from service for at least 24 hours per DOT regulation and also will be subject to disciplinary action in accordance with Waste Connections' policy.

7.2 If a driver who has tested positive on a DOT drug or alcohol test is offered the opportunity to continue working in a position covered by the DOT drug and alcohol regulations, such driver will be permitted to perform a safety-sensitive function only if: (i) the driver successfully completes a program of evaluation and treatment as required by the regulations and approved by the Company; (ii) the driver submits to a return-to-duty test and the test results are negative; and (iii) the driver agrees to submit and does submit to random follow-up testing for at least one year up to a maximum of five years, as directed by the Substance Abuse Professional. As a matter of Waste Connections policy, the individual also may be subject to other conditions, which will be memorialized in a Return-to-Duty Agreement. Decisions regarding discipline following a positive test result will be made in accordance with Company policy and business needs.

7.3 If a driver who violates this policy is permitted to return to a non-regulated position with Waste Connections, the driver will be required to submit to return-to-duty and follow-up testing pursuant to Waste Connections' corporate drug and alcohol policies.

8. Reporting Responsibilities

8.1 Each driver is required to report to his or her manager or supervisor, before performing any safety-sensitive function, information regarding the use of controlled substances, alcohol, or any other substance that may affect the safe performance of his or her job responsibilities.

8.2 The use of any lawful controlled substance (prescribed medication) is *prohibited* to the extent such use may affect the driver's ability to perform his/her job duties safely.

8.2 FMCSA regulations make it unlawful for a driver to operate a CMV or perform other safety-sensitive functions while using any medication, *even by prescription*, unless the driver's medical practitioner has affirmatively assured the driver that the medication will not

impair the driver's ability to work safely. A driver subject to the DOT drug and alcohol regulations who uses any medication or controlled substance therefore has an obligation to inquire and determine whether any medication or controlled substance may affect his or her ability to perform safely. The driver must also report any such use to his or her manager or supervisor prior to performing any safety-sensitive function.

8.3 Please note that the DOT specifically prohibits regulated drivers from using "medical marijuana" and/or methadone.

8.5 A driver using a prescribed medication may continue to perform safety-sensitive functions if the Company and driver's licensed medical practitioner agree that the medication will not affect the driver's ability to perform safely. A driver will not be permitted to perform safety-sensitive functions unless such a determination is made.

8.6 Drivers who use medications that may impair their ability to drive and fail to notify their manager or supervisor of that use before performing a safety-sensitive function will be subject to discipline, up to and including termination, as a matter of Waste Connections policy.

8.7 All information the Company learns about a driver's use of a medication or underlying medical condition will be treated as confidential and used only for the purpose of determining whether the driver may perform his or her job safely or, if not, whether a reasonable accommodation can be made.

9. Employee Assistance Resources

9.1 Waste Connections encourages employees to seek assistance with drug and/or alcohol concerns and can assist and support employees in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment.

9.2 Waste Connections will support and reasonably accommodate any individual who voluntarily decides to seek treatment and/or rehabilitation. A request for assistance will only be considered voluntary, however, if made *before* the individual is asked to submit to a drug or alcohol test, performs safety-sensitive work as defined by the DOT drug and alcohol regulations, or is under active suspicion for violating this or another Company policy. Employees' health insurance may cover the costs of treatment. In addition, employees may be eligible for an unpaid leave of absence to pursue treatment.

9.3 When *any* DOT-regulated driver (including an applicant) is found to have engaged in conduct prohibited by the DOT drug and alcohol regulations, the driver will be referred to a Substance Abuse Professional ("SAP") for evaluation. The SAP is charged with determining what assistance the driver may need in resolving problems associated with alcohol misuse and prohibited drug use and with prescribing a program of education and/or treatment. A driver who has violated the FMCSA drug and alcohol regulations must be evaluated by a SAP and must follow any recommended course of education and/or treatment to be eligible to work in any DOT-regulated employment again. Furthermore, the driver shall be monitored by the SAP to determine if the driver has properly followed any prescribed education and/or treatment

program. Once a driver has been provided with a referral to an SAP, it is the driver's responsibility to follow up and to complete the FMCSA requirements for evaluation, education, and/or treatment, and the costs of any such program are the driver's responsibility. Subsequent employers must be provided with evidence that the driver completed this process as a condition of obtaining DOT-regulated employment.

9.4 If a driver who has violated the DOT drug and alcohol rules, or has self-reported a substance abuse problem, seeks to resume work performing safety-sensitive functions for Waste Connections, the DOT drug and alcohol regulations require that he or she will also be subject to a return-to-duty drug and/or alcohol test. Individuals who have violated the drug and alcohol rules must also be subject to unannounced follow-up alcohol and/or drug testing. The number and frequency of such follow-up tests will be as directed by the SAP and shall consist of at least six (6) tests in the first twelve (12) months following the driver's return-to-duty. Follow-up testing will not be required for more than sixty (60) months from the date of the individual's return-to-duty. When referral to a SAP is required by the regulations (i.e., when a driver has engaged in prohibited conduct), and the driver is still employed or retained by the Company, the driver must use a SAP approved by Waste Connections. For drivers who self-refer, follow-up testing will be required as a matter of Waste Connections' policy provided the driver has passed DOT-mandated return-to-duty tests.

9.5 The employee assistance options discussed in this section are not available to applicants for employment, although Waste Connections will provide applicants in violation of the DOT drug and alcohol regulations with references to approved SAPs, as required by the regulations, so that these drivers can begin the process of re-establishing eligibility to perform DOT-regulated safety-sensitive work. If you have any questions about employee assistance resources, please contact your Human Resources representative.

10. Information and Training on Controlled Substances /Alcohol Abuse

10.1 Regulated drivers will be provided with educational information regarding the dangers of drug and alcohol abuse and information on the DOT requirements with respect to drug and alcohol use and prohibitions. This information may be updated periodically.

10.2 Waste Connections will ensure that its supervisors charged with implementing this policy are trained, as required, to implement and comply with the requirements of the DOT regulations. Each supervisor will receive at least one hour of training on drug abuse and the drug abuse regulations, and one hour on alcohol abuse and the alcohol regulations.

11. Confidentiality

11.1 Information relating to driver compliance with this FMCSA Drivers' Drug and Alcohol Policy will be kept confidential and disseminated only within the Company on a need to know basis. Information will be released to other persons or entities only at the specific written request of the driver. Some customers may require that the driver authorize the release of this information before the driver is assigned to perform work for the customer. See Section 12, below, for information that must be released to subsequent employers.

District#: _____

Phone#: _____

	ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF WASTE CONNECTIONS DRIVER POLICIES AND PROCEDURES
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I HEREBY ACKNOWLEDGE that I have received and read Waste Connections 2011 Drug and Alcohol Policy for Drivers Subject to FMCSA Drug and Alcohol Testing Regulations Implementing U.S. Department of Transportation Federal Motor Carrier Safety Administration Regulations 49 CFR Part 382 and 49 CFR Part 40. In addition, I have received and read the following:

- Policy DM-P001: Seat Belts
- Policy DM-P002: Hours of Service
- Policy DM-P010: Wireless Communication Device Usage
- SB-R008: Employee Safe Work Practices
- PA-P003: Safety Rules and Discipline Program

I understand that I must abide by the foregoing Policies and Procedures as a condition of employment as a Driver for Waste Connections. I understand that during my employment I am required to submit to controlled substances and/or alcohol testing by federal law and regulation. I also understand The Waste Connections Disciplinary Actions and/or Intervention Policies.

The undersigned states that he or she has read the foregoing acknowledgement and understands the contents. He/she also understands that the DOT Designated Employer Representative, Safety Manager, can be contacted at 916-608-8200 for any questions or clarifications needed regarding these programs and policies.

Driver's Name Printed

Signature of Driver

Date Signed

City/State

District#: _____ Phone#: _____

 <p>WASTE CONNECTIONS INC. <i>Connect with the Future®</i></p>	<p>VERIFICATION OF RECEIPT OF EMPLOYEE EDUCATION MATERIALS</p>
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Required by Federal Motor Carrier Safety Administration Regulations

I hereby certify that, in accordance with federal motor carrier safety regulations, I have been provided with and have received a handbook on alcohol misuse and substance abuse in the workplace. This handbook includes information on the effects of alcohol and controlled substances use on an individual's health, work and personal life, signs and symptoms of an alcohol or controlled substances problem and available methods of intervention.

Signed this _____ day of _____, 20 _____.

Print Driver's Name

Driver's Signature



Form DQF09 DRIVER VEHICLE ROAD TEST

District _____ Employee _____

Type of Equipment ___ Rolloff ___ Luger ___ Rearloader ___ Sideloader ___ Frontloader
 ___ Tractor/Trailer ___ Pickup ___ Container Truck ___ Other _____

Truck Make _____ Model _____ Year _____ Engine _____ Trans _____

Body Make _____ Model _____ Year _____ Size _____

Examined By _____ Title _____ Date _____

	Excell.	Accept	Needs Improv
PRE-TRIP INSPECTION & STARTUP			
Checks around unit, tires, lights, oil & water			
Checks seat & mirror adjustment			
Checks instruments for normal readings & understands the same			
Checks all truck controls/understands function of the same			
Checks safety equipment: Fire ext., triangles, low air warning system			
Tests steering, brake action & parking break			
Checks operation of all unit functions-cycles unit			
Checks & maintains necessary equipment required, i.e., tarps, pinning pipes, straps, shovels, etc.			
REMARKS:			
OPERATION OF VEHICLE			
A. Motor			
Operates engine within proper RPM range without lugging or over-revving			
Checks instruments at regular intervals			
REMARKS:			
B. Clutch & Transmission			
Starts unit in first gear without slipping clutch or jerking			
Upshifts smoothly without grinding gears at proper RPM			
Downshifts properly at proper engine RPM without clashing gears			
Starts on grade without vehicle rolling backwards			
REMARKS:			
C. Brakes/Slowing & Stopping			
Applies brakes with smooth even action			
Adjusts speed for range of headlights			
Gears down properly before descending steep hills			
Uses engine break correctly (if so equipped)			
Uses brakes to hold truck on grade			
REMARKS:			

	Excell.	Accept	Needs Improv
C. Brakes/Slowing & Stopping - cont.			
Anticipates stops in advance to avoid hard braking			
Stops leaving proper space in front of truck			
Stops before pedestrian crosswalks			
Stops before crossing sidewalks when coming out of alleys			
REMARKS:			
DRIVING IN TRAFFIC, PASSING & TURNING			
A. Highway - Speed			
Observes speed limits			
Adjusts speed properly to changing conditions, weather, road construction, traffic, etc.			
Slows down in advance of curve & danger zones			
Stays in proper lane without weaving or excessive lane changes			
Follows at proper interval/maintains 4 second interval			
REMARKS:			
B. Passing			
Warns vehicle ahead of intention to pass			
Returns to right lane promptly, but only when safe			
Does not pass unnecessarily or excessively			
Continually checks mirrors - both sides - throughout the passing procedure			
REMARKS:			
C. Intersections & Traffic Signs/Signals			
Slows down in advance & checks traffic conditions, regardless of traffic controls			
Is prepared to stop if necessary			
Anticipates signal changes correctly, does not run yellow or jump green			
Comes to a complete stop at all signs			
REMARKS:			

	Excell.	Accept	Needs Improv
D. Grade Crossings			
Slows down for grade crossings or any rough roads			
If required to stop, stops between 15-50 feet before grade crossing			
Selects proper gear & does not shift gears while crossing grade			
REMARKS:			
E. Turning			
Gets into proper lane well in advance & turns on signals (100 feet)			
Takes proper position of approach/restricts traffic from passing on right when preparing to turn right			
Observes traffic conditions/pedestrians & turns only when intersection is clear			
Maintains proper curve & turn without swinging wide or cutting short			
Complete turn correctly into proper lane			
When making left turn, wheels are straight before proceeding into the turn			
REMARKS:			
BACKING			
Before backing, checks mirrors for adequate clearances all around truck-right side, left side, rear overhead, (gets out of cab if necessary)			
Back up using most effective approach to back straight in, avoids backing to blind side			
Uses caution & prudent speed while backing			
REMARKS:			

	Excell.	Accept	Needs Improv
Parking			
Parks vehicle in proper space-off pavement or in legal parking space			
Applies spring brakes when parked			
Uses emergency warning signal if applicable			
Carefully re-enters traffic from parked position			
REMARKS:			
COUPLING & UNCOUPLING OF TRAILERS (if applicable)			
Connects glad hands & light lines properly			
Connects glad hands to trailer to apply brakes before coupling			
Couples without difficulty			
Visually checks king pins/pintle hook assembly to be certain of proper coupling			
Checks coupling by applying hand valve & gently applying pressure by trying to pull away from the trailer			
Spot trailer correctly on hard surface before uncoupling trailer			
REMARKS:			
MISCELLANEOUS			
A. General Driving Habits			
Consistently alert & attentive - eyes constantly moving to get the big picture, uses mirrors			
Anticipates problems & responds to changing conditions			
Demonstrates defensive driving tactics			
Considerate of other drivers/yields right of way			
Maintains calm professional attitude at all times			
REMARKS:			

COMMENTS: _____

Qualified ___ Yes ___ No Needs improvement on _____

Discussed with driver ___ Yes ___ No Driver Signature _____ Date _____

Examiner Signature _____ Date _____

Reviewed By _____ Date _____

(District Manager)

Form DQF10

Certification of Road Test

Manager Instructions:

This Certification of Road Test should only be completed after you have administered and the driver has successfully completed DQF10 Driver Vehicle Road Test. Provide one copy of this form to the driver and send one copy of this form to FirstLab as part of the Driver Qualification File (DQF)

Driver Name: _____
Print

Driver Social Security Number: _____

Operator's License Number: _____ State: _____

Type of Power Unit: _____
Print

Type of Trailers: _____
Print

This is to certify that the above-named driver was given a road test under my supervision on _____ consisting of approximately _____ miles of driving.
Date of Road Test

It is considered my opinion that this driver possesses sufficient driving skills to operate safely the type of commercial motor vehicle listed above.

Signature of Examiner Title of Examiner

Examiner's Organization

Examiner's Address

Checklist of Forms Required by FirstLab

DQF New or Transferred DOT Driver Qualification Hiring File and Packet

	Form #	Form Title
<input type="checkbox"/>	N/A	Commercial Driver Application (everything complete and signed with at least three years of residence and 10 years of employment history)
<input type="checkbox"/>	N/A	Copy of Driver's Commercial Driver's License (CDL) – lightened and enlarged
<input type="checkbox"/>	N/A	Copy of Driver's Physical Exam Medical Certificate - wallet card only (with complete driver and physician information; copy and enlarge front and back)
<input type="checkbox"/>	N/A	Copy of Driver's 3 Year Motor Vehicle Report
<input type="checkbox"/>	DQF01	Receipt and Acknowledgement of DOT Driver Qualification Kit
<input type="checkbox"/>	DQF02	Request for Check of Driving Record
<input type="checkbox"/>	DQF03	Motor Vehicle Driver's Certification of Violations/Annual Review of Driving Record
<input type="checkbox"/>	DQF04	Background Check: Consent for Release of Drug and Alcohol Testing Information and Treatment Records
<input type="checkbox"/>	DQF05	Background Check: Applicant Questionnaire Regarding Previous Drug and Alcohol Testing Information
<input type="checkbox"/>	DQF06	Hours of Duty Statement
<input type="checkbox"/>	DQF07	Acknowledgement and Receipt and Understanding of Waste Connections Driver Policies and Procedures
<input type="checkbox"/>	DQF08	Verification of Receipt of Employee Education Materials
<input type="checkbox"/>	N/A	Tear out signature sheet in back of Drug and Alcohol Driver Education Booklet
<input type="checkbox"/>	DQF09	Vehicle Driver Road Test (if applicable)
<input type="checkbox"/>	DQF10	Certification of Road Test (if applicable)

WASTE CONNECTIONS - DQF Document Cover Sheet

For any shipment going to the FirstLab Driver Qualification System, fax or send overnight to ensure tracking.

TO: FirstLab - Attn: DQF
 2105 East Main Street, Waynesboro, PA 17268
 PH# 1-877-345-6468 Fax: (717) 749-5091

FirstLab will fax a confirmation copy of this form so you can be sure it arrived.

The following documents are coming from:

District Name & No.: _____ Date: _____
 Name of Person Shipping File: _____ Phone: _____ Email Addr: _____
 Fax Number: _____ Overnight Tracking #: _____

Count:

	<input type="checkbox"/> New/Transferred DOT Driver Qualification Kit
	<input type="checkbox"/> Receipt & Acknowledgement of DOT Driver Qualification Kit (Form DQF01)
	<input type="checkbox"/> Request for Check of Driving Record (Form DQF02)
	<input type="checkbox"/> MVR State Release Form
	<input type="checkbox"/> Annual Driver Certification of Violations/Review of Driving Record (Form DQF03)
	<input type="checkbox"/> DOT Drug/Alcohol Background Check Forms (Consent-Form DQF04 & Applicant Questionnaire-Form DQF 05)
	<input type="checkbox"/> Hours of Duty Statement (Form DQF06)
	<input type="checkbox"/> Receipt of Driver Policies & Procedures (Form DQF07)
	<input type="checkbox"/> Receipt of Employee Education Materials (Form DQF08)
	<input type="checkbox"/> Driver Vehicle Road Test (Form DQF09)
	<input type="checkbox"/> Certification of Road Test (Form DQF10)
	<input type="checkbox"/> Driver Application for DOT Employment/Transfer (Pages 1-4 must be included)
	<input type="checkbox"/> Previous Employment Record Check/Verification
	<input type="checkbox"/> Original Motor Vehicle Record Check
	<input type="checkbox"/> Drug/Alcohol Education Booklet Tear-out Sheet
	<input type="checkbox"/> <u>COPY</u> of Physical Examination Medical Certificate (wallet card only)
	<input type="checkbox"/> Copy of License (CDL or otherwise - lighten & enlarge)
	<input type="checkbox"/> Corrected Roster Report

Employees terminated/on leave/transferred/inactivated from driving position since last shipment and/or or changes to personal info.

Name	SS Number	Driver's Lic. #	Reason (Termed, on Leave, Transferred, Inactive, Re-Hire or Correction)	Effective Date

Exhibit 4: Non-Scale Rates

Vehicle Type	Sarpy County		Out-of-County	
	Tarp Covered	No Tarp	Tarp Covered	No Tarp
Pick-up Truck	\$13.00	\$27.00	\$27.00	\$42.00
Cars/Mini-Vans	\$4.00		\$7.00	
Vans, Utility Trucks	\$42.00	\$57.00	\$105.00	\$120.00
Short Stake Bed under 10 Foot	\$25.00	\$40.00	\$62.00	\$79.00
Pulled Trailer (Auto/Pickup)				
Single Axle	\$13.00	\$27.00	\$27.00	\$42.00
Double Axle under 10 Foot	\$25.00	\$40.00	\$62.00	\$79.00
Double Axle over 10 Foot	\$35.00	\$50.00	\$85.00	\$100.00
Misc. Items				
	Sarpy County		Out-of-County	
All Major Appliances		\$5.00		\$10.00
Air Conditioning Units		\$10.00		\$20.00
Tires (Passenger Vehicles)		\$5.00		\$10.00
Tires (Truck & Farm Vehicles)		\$10.00		\$20.00
Tires (Heavy Equipment)		Not Accepted		Not Accepted
Tree Stumps		\$83.00		\$207.00
Cement Columns		\$80.00-\$500.00		\$330.00-\$1,250.00
Trailers, campers, boats (tires & rims removed)		\$50.00		\$125.00

GROUND LEASE

GROUND LEASE (this "Lease"), dated as of March 1, 2011, between the County of Sarpy, Nebraska, a body corporate and politic, whose address is 1210 Golden Gate Drive, Papillion, NE 68046 ("Lessor") and Waste Connections of Nebraska, Inc., a Delaware corporation, whose address is 10810 South 144th Street, Omaha, NE 68138 ("Lessee").

Recitals

Lessor is the owner in fee simple of certain land located in Sarpy County, consisting of approximately 2.5 acres and is legally described in Exhibit A attached hereto and incorporated by reference herein (the "Premises").

Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, for the purposes of constructing, maintaining and operating a solid waste Transfer Station, subject to and in accordance with the provisions of this Lease. The Premises also includes all easements benefiting the Premises. The parties, concurrently with this Lease, have entered into an operating agreement, dated March 1, 2011 (the "Operating Agreement"), for operation of such solid waste transfer station (the "Transfer Station").

Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Lessor and Lessee hereby agree as follows:

1. Lease of Premises. Lessor hereby leases the Premises to Lessee upon the terms and conditions contained herein and in accordance with the Operating Agreement between Sarpy County, Nebraska and Waste Connections of Nebraska, Inc attached hereto. For purposes of this Lease, the term "Premises" shall not include any improvements existing on the Premises prior to the Commencement Date or any improvements made to the Premises by Lessor during the term of this Lease.

2. Term. The term of this Lease shall be as follows:

- (a) Commencement Date. The commencement of this Lease for purposes of commencement of the parties' rights and obligations hereunder shall be March 1, 2011 (the "Commencement Date").
- (b) Primary Term. The primary term of this Lease shall be twenty (20) years from the Commencement Date.
- (c) Renewal Options. Lessee shall have the option to renew and extend this Lease for two (2) additional terms of five (5) years each, upon the same terms and conditions, except for rental, as provided herein, by giving Lessor written notice of Lessee's election at least six (6) months prior to the expiration of the then current primary or renewal term.

3. Rent. Rent payable to Lessor by Lessee under this Lease shall be as follows:

- (a) Primary Term Rent. Lessee shall pay Lessor as monthly rental for the Premises for the primary term of this Lease the sum of \$1.00, and such other good and valuable consideration which is recognized as such by Lessor and Lessee (the

“Rent”), which sum is payable annually in advance starting on the Commencement Date and on the first day of each successive calendar year thereafter for the term of this Lease.

- (b) Renewal Term(s) Rent. Lessee shall pay Lessor as annual rental for the Premises during the renewal term(s) of this Lease, for each renewal term exercised by Lessee, the sum of One Dollar (\$ 1.00) for each renewal term, payable annually in advance in like manner as the Rent for the primary term.

4. General Intent of Ground Lease. Except as expressly provided herein, during the term of this Lease Lessor shall have no responsibility with respect to the Premises, including, but not limited to, the payment of any costs or expenses for the use, operation or maintenance of the Premises or any improvements thereon, the payment of real estate taxes or assessments, special or otherwise, or utilities or insurance costs or the compliance with any laws, ordinances or regulations relating to the Premises. All obligations with respect to the Premises, except as expressly provided herein, shall be Lessee's.

5. Use of Premises. Lessee may only use the Premises for the purposes of constructing, maintaining and operating a Transfer Station. Such use shall not interfere with Lessor's landfill operations.

6. Utilities. Lessee shall pay for all utilities extensions to, and maintenance of and operation of utilities for, the Premises, including, but not limited to, telephone, gas, water, electricity, storm sewer and sanitary sewer. The location of such utilities shall be subject to the written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

7. Compliance with Law. During the term of this Lease, Lessee shall, at Lessee's sole cost and expense, comply promptly with all applicable statutes, laws, ordinances, regulations, and requirements (collectively, “Legal Requirements”) in effect during the term of this Lease applicable to the Premises, and Lessee's activities and operations thereon, including, but not limited to, the Nebraska Environmental Protection Act and implementing regulations.

Lessee shall cause any and all Hazardous Materials discharged or removed from the Premises during the term of this Lease to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Legal Requirements and prudent industry practice regarding management of such Hazardous Materials during the term of this Lease. Upon expiration or earlier termination of the term of this Lease, Lessee shall cause all Hazardous Materials brought to the Premises during the term of this Lease by anyone other than Lessor or Lessor's officers, directors, employees or agents, to be transported for use, storage or disposal in accordance with the compliance with all applicable Legal Requirements. For purposes of this Lease, Hazardous Materials means shall mean any “hazardous substance” or “pollutant or contaminant” as those terms are defined in the Federal Comprehensive Environmental Response Compensation and Liability Act and any “hazardous waste” as defined in the Federal Solid Waste Disposal Act and all implementing federal regulations; any natural gas, natural gas liquids, liquefied natural gas, synthetic gas or petroleum substance, including crude oil or any fraction thereof; and any radioactive substance, asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint or other hazardous substance, hazardous material or hazardous waste regulated or governed by the Nebraska Environmental Protection Act or other Legal Requirements.

Lessee shall not use or permit the Premises to be used in any manner that will create waste of the Premises or cause a nuisance.

Lessee's obligations under this Section 7 shall include, without limitation, all costs and work or obligations of any governmentally required or necessary environmental investigation and cleanup of the Premises to the extent related to Lessee's use or operation of the Premises, including but not limited to, if required, closure and post-closure requirements the Transfer Station. The provisions of this paragraph shall survive the expiration or earlier termination of the term of this Lease.

8. Maintenance and Repairs. Lessor shall have no obligation whatsoever to maintain or repair the Premises or any improvements placed on or at the Premises by or on behalf of Lessee. Lessee shall, at its own expense, perform all maintenance and repairs on the Premises, including ordinary repairs and maintenance as well as maintenance and repairs to the roads, foundation, support columns, beams, walls, roof, utility and service systems, and replacement of heating, air conditioning, water heating or similar equipment, such other structural repairs and replacements and maintenance, but in all events only relating to any improvements hereafter placed on or at the Premises by or on behalf of Lessee. In the event of destruction or casualty to the Transfer Station, then Lessee shall promptly repair and/or rebuild the Transfer Station. Lessee shall keep all buildings and improvements hereafter constructed on the Premises by or on behalf of Lessee in good and safe condition and repair, and except as provided in the Operating Agreement, shall keep the Premises free of trash, junk, derelict vehicles and derelict equipment.

9. Indemnity.

9.1 Insurance Requirements.

- (a) All insurance coverages herein required of Lessee shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon written request by Lessor, Lessee shall furnish evidence that the insurance company, or companies being used by Lessee meet the minimum requirements listed in this section. Lessee shall maintain, and shall cause all permitted subcontractors to maintain, in full force and effect at all times during the term of this Lease insurance coverages meeting the requirements set forth below:

Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$10,000,000 each occurrence. The coverage will contain a general aggregate, such limit shall not be less than \$10,000,000. The products/completed operations limit shall not be less than \$10,000,000. Lessor is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$10,000,000 Combined Single Limit for each accident. Lessor is to be named as an additional insured on the insurance coverage required under this section.

Pollution Liability Insurance

Coverage shall be for claims for damages resulting from bodily injury, including death, and property damage caused by the emission, discharge, release or escape of pollutants resulting in damage to the environment. The minimal acceptable limit of liability shall be \$2,000,000 for each occurrence and in the aggregate. Lessor is to be named as an additional insured on the insurance coverage required under this section.

Contractor's Premises Insurance

Lessee, its subcontractors or sub-subcontractor, shall assume all responsibility to save Lessor from any loss or damage to all materials, equipment and/or machinery involved under this Lease until such time as the materials, equipment and/or machinery are accepted by Lessor.

Lessee, its subcontractors or sub-subcontractors, shall provide all builders risk property insurance coverage, including coverage for the installation of any applicable equipment/machinery, covering both off-site and transit loss exposures, with sufficient limits to cover the value of the materials, equipment and/or machinery involved under this Lease.

Property Insurance

"All-risk" coverage insurance against loss or damage to the Premises from all-risk perils. The amount of such insurance shall not be less than one hundred percent (100%) of the full replacement cost of the improvements, furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in or on the Premises and owned by Lessee from time to time, without reduction for depreciation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to provide for non-attribution and/or to avoid the operation of any co-insurance provisions), all subject to Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

- (b) All policies required to be maintained under this Lease shall be endorsed as follows: (i) to name Lessor and its commissioners, officials, agents, representatives and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary with respect to any insurance or self-insurance

programs covering Lessor, its commissioners, officials, agents, representatives and employees.

- (c) Lessor may at any time, upon written notice to Lessee, amend the requirements (including, without limitation, the amount and scope of insurance coverage) and approved insurance companies described in this Section due to (i) new information not known on the date of this Lease or (ii) changed circumstances after the date of this Lease which in the reasonable judgment of Lessor either render required coverage materially inadequate or materially reduce the financial ability of the approved insurance companies to pay claims.
- (d) Upon request by Lessor, Lessee shall furnish Lessor with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Lease, Lessee's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, Lessee is required to notify Lessor within ten (10) days of any deviations from the minimum requirements presented in this section.
- (e) Lessee shall furnish Lessor with a certificate(s) of insurance evidencing the coverages required in this section, including certificate(s) required to be maintained by permitted subcontractor(s). Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give Lessor at least thirty (30) days' written notice in the event of cancellation in accordance with the policy provisions. If the certificate(s) is shown to expire prior to completion of all the terms of this Lease, Lessee shall furnish a certificate(s) of insurance evidencing renewal of its coverage to Lessor.
- (f) Lessee hereby waives any and every claim for recovery from Lessor for any and all loss or damage covered by any of the insurance policies to be maintained under this Lease to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other person), Lessee shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver.
- (g) Lessee shall immediately, but in any event within ten (10) days, notify Lessor in the event that Lessee at any time fails to comply with the requirements of this Section or in the event of material change in Lessee's insurance required to be maintained under this Section. In the event Lessee fails, or fails to cause its permitted subcontractors, to take out or maintain the full insurance coverage required to be taken out and maintained by this Section, Lessor may (but shall not be obligated to), in addition to any and all other remedies to which Lessor may be entitled, take out the required policies of insurance and pay the premiums on the same. All amounts so advanced therefor by Lessor shall be deemed immediately due and payable by Lessee to Lessor.

9.2 Performance Bond. Lessee shall provide a performance bond in an amount equal to the construction costs of the Transfer Station to ensure faithful performance. Such performance bond shall be reasonably satisfactory to Lessee in form and substance. The performance bond covering the construction cost of the Transfer Station will be released after the Transfer Station construction is completed.

9.3 Indemnity by Lessee. Lessor shall not be responsible or liable for any damage or injury to any property or to any person or persons at any time on the Premises; nor shall Lessor be in any way responsible or liable for any violation of Legal Requirements (including, but not limited to, Hazardous Material Legal Requirements) to the extent pertaining to Lessee's operation of the Premises during the term of this Lease; and Lessee agrees that it will not hold Lessor in any way responsible or liable therefore. Lessee shall indemnify and hold harmless each Lessor Party (as hereinafter defined) against and from all liabilities (statutory or otherwise) and any and all claims, liabilities, demands, costs and expenses (including reasonable attorney fees and expenses) and judgments of any nature (collectively, "Claims") by and on behalf of any person for any Claims incurred as owner of the Premises, to the extent such Claims arise from any work or thing whatsoever done in and on the Premises during the term of this Lease, and shall also indemnify and hold harmless each Lessor Party against and from any and all Claims arising from Lessee's operation and any condition of the Premises caused by such operation during the term of this Lease, or to the extent arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to this Lease, or to the extent arising from any act or negligence of Lessee, or of its or their agents, contractors, employees, licensees or invitees, or to the extent arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises, and from any spill, leak, release or deposit of any materials or substances (including Hazardous Materials) originating from the Premises onto property other than the Premises. In the event any action or proceeding is brought against a Lessor Party by reason of any such Claim, Lessee shall pay all expenses incurred by such Lessor Party in defending such action or proceeding. The foregoing indemnification provisions set forth in this Section 9.3 of each Lessor Party by Lessee shall not apply to the extent that any damage or loss is caused by (i) the negligence, willful, unlawful or wrongful act of a Lessor Party or any of their respective agents, employees or invitees or (ii) the breach or default on the part of Lessor in the performance of any covenant or agreement on the part of Lessor to be performed pursuant to this Lease. The parties acknowledge that the relationship between Lessor and Lessee is solely as Landlord and Tenant and that Lessor and Lessee shall in no event be deemed to be an agent, partner or affiliate of each other in connection with the activities conducted by Lessee at the Premises or otherwise, except as otherwise expressly provided herein. For purposes hereof, the term "Lessor Party" means, collectively, Lessor and Lessor's shareholders and their respective affiliates and the directors, officers, agents, employees, licensees and invitees of any of the foregoing.

10. Surrender. Lessor acknowledges that Lessor has no right, title, interest or claim in any buildings, fixtures or other improvements placed on the Premises by or on behalf of Lessee. On the last day of the term of this Lease, Lessee shall surrender the Premises to Lessor in good condition, provided, Lessee shall be required at Lessor's election to remove any and all of its buildings, fixtures or other improvements from the Premises. Any such buildings, fixtures or other improvements which Lessor does not require to be removed at the end of the term and which are then not in fact removed by Lessee within six (6) months after such termination date shall become the sole property of Lessor. Lessee shall pay Lessor damages in

the amount of the cost of removal of any buildings, fixtures or improvements, required to be removed, but which are not removed within six (6) months of the termination date.

11. Eminent Domain. If any part of the Premises shall be taken by any public authority (other than Lessor) under the power of eminent domain, then this Lease shall terminate as to the part of the Premises taken upon the date of taking by such public authority. Lessor shall have no right to receive any portion of the condemnation award made for Lessee's buildings, fixtures and improvements on the Premises, and Lessee shall have no right to receive any portion of the condemnation award made for the Premises (including the value of any leasehold interest). Lessor hereby agrees that, during the term of this Lease, it shall not exercise any power of eminent domain with regard to the Premises.

12. Taxes. Lessee shall cause the County Assessor to send all tax bills and notices concerning the Premises to Lessee or a designee of Lessee. Premises shall include both the land and leasehold improvements. Lessee shall pay before delinquent all real and personal property taxes and ad valorem taxes that are levied against the Premises, the buildings or other improvements on the Premises, and all personal property installed or located in or about the Premises, which are assessed for any year during the term of this Lease. If any such taxes shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Lessor shall reimburse Lessee to the extent required.

13. Temporary Operation. In the event that Lessee is temporarily unable to perform its obligations under the Operating Agreement, then Lessor, without waiving any of its rights, has the right, but not the obligation, to have access to the Premises, and any of Lessee's improvements, to provide the services to be performed by Lessee under the Operating Agreement. Such temporary operation shall not include events subject to Lessee's contingency plan under the Operating Agreement, or any casualty that prevents operation of the Transfer Station until it is repaired or rebuilt.

14. Default by Lessee; Remedies.

14.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (a) The vacating or abandonment of the Premises by Lessee.
- (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after the date Lessor gives Lessee written notice that the rent is past due, or the failure by Lessee to make any payment required to be made by Lessee under the Operating Agreement.
- (c) The failure by Lessee to timely observe or perform any of the terms, covenants, conditions or provisions of this Lease or the Operating Agreement to be observed or performed by Lessee, other than described in paragraph (b) above, where such failure shall continue for a period of one (1) month after written notice thereof from Lessor to Lessee; provided, however, if the nature of the default is such that more than one (1) month is reasonably required for its cure, through no fault of Lessee, then Lessee shall not be deemed to be in default if Lessee commences such cure within said one (1) month period and thereafter diligently

prosecutes such cure to completion within four (4) months following the date of Lessor's notice, or the failure by Lessee to timely observe or perform any of the terms, covenants, conditions, or provisions of the Operating Agreement to be observed or performed by Lessee, other than described in paragraph (b) above.

- (d) (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within two (2) months); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within one (1) month or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within one (1) month.

14.2 Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually incurred; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided. Unpaid installments of rent or other moneys due Lessor under this Lease shall bear interest from the date due at the rate of fourteen percent (14%) per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (i) retaking possession of the Premises and recovering from Lessee the amount specified in this Section 14.2(a), or (ii) proceeding under Section 14.2(b).
- (b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- (c) Cure Lessee's default, in which case any costs incurred by Lessor in effecting a partial or complete cure shall be immediately due and payable by Lessee as additional rent, and shall bear interest until paid at the rate provided in Section 13.2(a), above.
- (d) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

14.3 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15. Lessee to Maintain Free and Clear Title. Lessee shall not mortgage or transfer its interest in the Premises as security for a debt nor allow any lien, encumbrance or restriction arising through Lessee to attach to the Premises during the entire term of this Lease.

16. Quiet Enjoyment. Lessor covenants, represents and warrants that: (i) Lessor has full right and power to execute and deliver this Lease; (ii) Lessor shall do no act to disrupt Lessee's peaceful and quiet enjoyment of the Premises during the entire term of this Lease, except for acts by Lessor pursuant to Section 14.2; and (iii) Lessor shall defend Lessee's possession of the Premises against the lawful claims of all persons arising from an act of Lessor. For the sake of clarity, under no circumstances shall the cessation of Lessor's landfill operations and/or the closure of the landfill located adjacent to the Premises in any way (i) disrupt Lessee's peaceful and quiet enjoyment of the Premises during the entire term of this Lease, (ii) shorten the term of this Lease, or (iii) otherwise cause this Lease to terminate or cease to be effective.

17. Recording Lease or Memorandum of Lease. Lessee shall have the right to record an original of this Lease or a memorandum of this Lease. Lessor will cooperate with Lessee in the execution and delivery of such documents (including a memorandum or short form of this Lease or comparable documents) as may be required to effectuate the foregoing in accordance with the requirements, customs and practices governing such recordation.

18. Subordination.

- (e) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.
- (f) Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

19. Representations and Warranties.

19.1 Lessor's Representations and Warranties. As an inducement to Lessee to enter into this Lease, Lessor represents and warrants to Lessee that:

- (g) Lessor is a political subdivision, validly existing under the laws of the State of Nebraska, has the power and authority to enter into this Lease and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Lessor of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Lessor is a party or by which it or the Premises is bound;
- (h) the execution, delivery and performance of this Lease by Lessor and the consummation of the transaction contemplated hereby in the manner contemplated herein will not violate any provision of any laws, statutes, codes, ordinances, orders, regulations or requirements to which Lessor or the Premises is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Lessor or the Premises; and
- (i) this Lease is the legal, valid and binding obligation of Lessor, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

19.2 Limitation on Lessor's Representations, Warranties, Covenants and Agreements. Lessee acknowledges and agrees that, except as expressly set forth in this Lease, neither Lessor, nor any agent or representative of Lessor has made, and Lessor is not liable or responsible for or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Premises or any part thereof, title to the Premises, the physical condition thereof, the fitness and quality thereof, the value and profitability thereof, or any other matter or thing whatsoever with respect thereto. Lessee acknowledges, agrees, represents and warrants that it has had such access to the Premises and such other matters and to information and data relating to all of same as Lessee has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and, without limiting the foregoing, that Lessee and its agents and representatives have independently inspected, examined, investigated, analyzed and appraised all of same. Without limiting the foregoing, Lessee acknowledges and agrees that, except as expressly set forth in this Lease, neither Lessor nor any director, officer, employee, agent or representative of Lessor is liable or responsible for or bound in any manner by (and Lessee has not relied upon) any oral or written or supplied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the premises or any part thereof, and any other information respecting same furnished by or obtained from Lessor or any agent or representative of Lessor. Lessee acknowledges and agrees that, except as otherwise provided in this Lease, Lessee is leasing the Premises, "AS IS".

19.3 Survival of Lessor's Representations and Warranties. The representations and warranties contained in Section 19.1 are true, accurate and complete and not misleading in any material respect as of the Commencement Date. The representations and

warranties in Section 19.1 shall survive the expiration or termination of this Lease for a period of two (2) years.

19.4 Lessee's Representations and Warranties. As an inducement to Lessor to enter into this Lease, Lessee represents and warrants that:

- (a) Lessee is a corporation duly organized and validly existing under the laws of the State of Delaware, is qualified to do business in the State of Nebraska, and has the power and authority to enter into this Lease and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Lessee of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Lessee is a party or by which it is bound;
- (b) the execution, delivery and performance of this Lease by Lessee and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provisions of any legal requirement to which Lessee is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Lessee;
- (c) this Lease is the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally; and
- (d) no consent, authorization, license, permit, registration or approval of, or exemption or other action by any governmental or public body, commission or authority is required in connection with the execution and delivery by Lessee of this Lease.

19.5 Survival of Lessee's Representations and Warranties. The representations and warranties contained in Section 19.4 are true, accurate and complete and not misleading in any material respect as of the Commencement Date. The representations and warranties in Section 19.4 shall survive the expiration or termination of this Lease for a period of two (2) years.

20. Brokerage Commission and Finder's Fee. The parties agree that they have dealt with each other and not through any real estate broker, investment banker, person, firm or entity that would, by reason of such dealings, be able to claim a real estate brokerage, business opportunity brokerage or finder's fee as the procuring cause of this transaction. Each of the parties agrees to indemnify the other and hold the other harmless of and from any and all loss, cost, damage, injury or expense arising out of, or in any way related to, assertions, by any other person, firm or entity, of a claim to real estate brokerage, business opportunity brokerage or finder's fee based on alleged contacts between the claiming party and the indemnifying party which have resulted in allegedly providing a broker or finder with the right to claim such commission or finder's fee. The provisions of this Section 20 shall survive the termination of this Lease.

21. Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times and upon reasonable written notice to Lessee for the purposes of inspecting the same, or for such other purposes as Lessor may reasonably require.

22. Entire Agreement. Except as the parties hereto may otherwise agree in writing, this Agreement, together with the agreements referred to herein and the Exhibits hereto and thereto, constitute the full and entire agreement and understanding between the parties with regard to the subject matter of this Lease. Except as the parties hereto may otherwise agree in writing, all prior and contemporaneous agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Lease are superseded by this Lease, the Exhibits to this Lease, and the documents referred to or implementing the provisions of this Lease.

23. Applicable Law This Lease and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

24. CONSENT TO JURISDICTION. LESSOR AND LESSEE HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF NEBRASKA STATE COURT OR FEDERAL DISTRICT COURT LOCATED IN EITHER SARPY COUNTY, NEBRASKA OR DOUGLAS COUNTY, NEBRASKA, WITH RESPECT TO ANY ACTIONS, MATTERS OR DISPUTES ARISING OUT OF OR RELATING TO THIS LEASE, AND LESSOR AND LESSEE HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT TO SUCH ACTIONS, MATTERS OR DISPUTES SHALL BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTIONS, MATTERS OR DISPUTES BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

25. Interpretation. The language in all parts of this Lease shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. The captions and headings of the sections and subsections of this Lease are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Lease.

26. Waiver and Amendment. This Lease may be amended, supplemented, modified and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns. Any party may specifically and expressly waive in writing any portion of this Lease or any breach hereof, but only to the extent such provision is for the benefit of the waiving party, and no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

27. Assignment. Except as specifically provided otherwise in this Lease, neither this Lease nor any interest herein shall be subcontracted or assigned (voluntarily, involuntarily, by judicial process, operation of Law, or otherwise, including, without limitation, by any change in control or ownership), in whole or in part, by Lessee without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, the restriction on assignment set forth in this Section 27 shall not be deemed violated by virtue of a merger or change in stock ownership of Waste Connections, Inc. (Lessee's parent).

28. Expenses. Except as otherwise specifically provided herein, each of the parties shall pay all costs and expenses incurred by it or on its behalf in connection with this Lease and the transactions contemplated hereby, including, without limiting the generality of the foregoing,

fees and expenses of its own financial consultants, accountants and counsel. If suit is necessary to enforce any term or provision of this Lease, the prevailing party shall be entitled to recover from the losing party such attorneys' fees and costs as may be awarded by the court. This award will include attorneys' fees or costs awarded on any appeal.

29. Successors and Assigns. Each of the terms, provisions, and obligations of this Lease shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns. Any sale, transfer or forfeiture of the Premises by Lessor during the term of this Lease shall be made by an instrument that expressly refers to this Lease as a burden upon the Premises.

30. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by registered or express mail (postage prepaid) or by facsimile to the parties at the following addresses and facsimile numbers:

If to Lessee: Waste Connections of Nebraska, Inc.
Attn: Division Vice President
10810 South 144th Street
Omaha, NE 68138
Facsimile #: (402) 896-6489

Copy to: Waste Connections, Inc.
Attn: General Counsel
2295 Iron Point Road, Suite 200
Folsom, CA 95630
Facsimile #: (916) 608-8291

If to Lessor: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046-2894
Facsimile #: (402) 593-4471

Copy to: Mark Wayne
Sarpy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046-2845
Facsimile #: (402) 593-4304

Steven P. Case
McGrath North Mullin & Kratz, PC LLO
1601 Dodge St., Ste. 3700
Omaha, NE 68102
Facsimile #: (402) 341-0216

31. Severability. Each provision of this Lease is intended to be severable. Should any provision of this Lease or the application thereof be judicially declared to be or become illegal, invalid, unenforceable or void, the remainder of this Lease will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties.

32. Cumulative Remedies; Offset. No remedy made available hereunder by any of the provisions of this Lease is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. Without limiting any other rights or remedies available to the parties hereto, (i) Lessor may offset from amounts otherwise due to Lessee, arising under or related to this Lease or the transactions contemplated herein, any sums owed by Lessee to Lessor (whether arising under or related to this Lease or the transactions contemplated herein, or otherwise).

33. No Third-Party Beneficiaries. Except as specifically provided in this Lease, nothing in this Lease will be construed as giving any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any right, remedy or claim under or in respect of this Lease or any provision hereof.

34. Calendar Days, Weeks and Months. Unless otherwise specified in this Lease, any reference to "day," "week" or "month" in this Lease will mean a calendar day, week or month.

35. Gender; Plural and Singular. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Lease, this Lease shall be read as if the appropriate gender had been used.

36. No Implied Covenants. Each party, against the other, waives and relinquishes any right to assert, either as a claim or as a defense, that any other party is bound to perform or liable for the nonperformance of any implied covenant or implied duty or implied obligation.

37. Counterparts. This Lease may be executed in one or more counterparts, including counterparts by facsimile each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

County of Sarpy, Nebraska,
a Nebraska municipal corporation

By: Tom Rickard 3/1/11
Title: Chairman, Sarpy Co. Board

Waste Connections of Nebraska, Inc.
a Delaware corporation

By: J. J. Jeth 3/1/11
Title: President

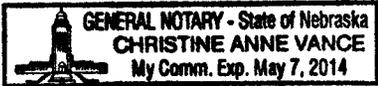
Approved as to form.

Muel C. M.
County Attorney

**SEE ATTACHED
CALIFORNIA NOTARY
PUBLIC ACKNOWLEDGEMENT**

STATE OF Nebraska)
) ss.
COUNTY OF Sarpy)

On this 1st day of March, 2011, before me a Notary Public in and for said county and state, personally appeared Tom Richards as Board Chairman of the County of Sarpy, Nebraska, a Nebraska municipal corporation, known to me to be the identical person who subscribed their name to the foregoing, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.



Christine Anne Vance
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public in and for said county and state, personally appeared _____ as _____ of Waste Connections of Nebraska, Inc., a Delaware corporation, known to me to be the identical person who subscribed their name to the foregoing, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 3-14-11 before me, C. Randolph, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Michael Litte
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Ground Lease

Document Date: 3-1-11 Number of Pages: 17

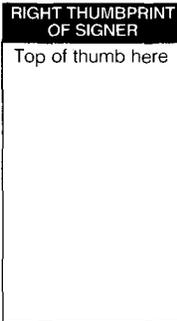
Signer(s) Other Than Named Above: Sorpy County NE Official- Tom Richards

Capacity(ies) Claimed by Signer(s)

Signer's Name: James M. Litte Signer's Name: _____

Corporate Officer — Title(s): SUP Corporate Officer — Title(s): _____

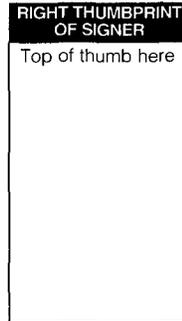
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Waste Connections of Nebraska, Inc.

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

Legal Description

[TO BE ATTACHED]

Survey will be conducted, and Lessee will reimburse Lessor for the Cost of the Survey.

GUARANTY

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of this 15th day of March, 2011 by Waste Connection, Inc. ("Guarantor"), in favor of the County of Sarpy, Nebraska ("Counterparty").

WHEREAS, Counterparty is a party to those agreements listed on Exhibit "A" hereto (collectively, the "Agreements") with Waste Connections of Nebraska, Inc. ("Obligor"); and

WHEREAS, Counterparty will not enter into the Agreements without this Guaranty from Guarantor; and,

WHEREAS, Guarantor is a direct parent of Obligor, and will receive substantial and direct consideration and benefits from the performance contemplated by the Agreements, and has agreed to execute and deliver this Guaranty to provide assurance for the performance of Obligor's obligations in connection with the Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor and Counterparty hereby agree as follows:

Section 1. *Guaranty.* Guarantor unconditionally guarantees to Counterparty the full and prompt payment of all amounts which Obligor becomes obligated to pay in connection with or arising out of the Agreements as the same shall become due and payable to Counterparty, whether at the stated maturity thereof, by acceleration, amortization or otherwise (collectively, the "Payment Obligations"). This is a guaranty of payment and not of collection. All payments by Guarantor will be made in lawful money of the United States of America. Guarantor further unconditionally guarantees Guarantor's full and prompt performance of all of Obligor's obligations and duties unrelated to payment under the Agreements (the "Performance Obligations" which with the "Payment Obligations" shall be jointly and severally referred to herein as the "Obligations") and agrees to insure Guarantor's full and complete performance of the same upon any demand by Counterparty therefor.

Section 2. *Unconditional and Continuing Obligation.* Guarantor's obligations under this Guaranty are absolute and unconditional and shall remain in effect until the date on which the Agreements have expired and all Obligations have been performed, paid and discharged in full.

Section 3. *Independent Obligation.* In the event of any default by Obligor under the Agreements including without limitation any payment default or default related to Obligor's performance of duties and responsibilities unrelated to payment under the Agreements, Counterparty shall have the right to proceed first and directly against Guarantor under this Guaranty to obtain such monetary, non-monetary or other relief without proceeding against any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

Section 4. Demand and Payment. Any demand by Counterparty for payment or performance hereunder shall be in writing and delivered to Guarantor pursuant to Section 14 hereof, and shall (a) reference this Guaranty, (b) identify Obligor, the general nature of the default, the Payment Obligations to be paid or Performance Obligations to be performed, and (c) with respect to any Payment Obligations set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Payment Obligations and shall perform or cause to be performed all Performance Obligations as demanded within five (5) business days after its receipt of such demand.

Section 5. No Waiver by Counterparty; Remedies. No failure on the part of Counterparty to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 6. Subrogation. Guarantor shall be subrogated to all rights of Counterparty against Obligor in respect of any amounts paid by Guarantor pursuant to this Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 101-1532 *et seq.*), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Counterparty against any collateral which Counterparty now has or later acquires, until all of the Obligations shall have been irrevocably paid to Counterparty in full and all other duties under the Agreements performed in full. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when any of the Obligations in default shall not have been performed or paid in full, such amount shall be held in trust for the benefit of Counterparty and shall forthwith be paid to Counterparty to be applied to the Obligations.

Section 7. Reservation of Defenses. Guarantor agrees that it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does reserve the right to assert defenses which Obligor may have to payment or performance of any Obligation or performance of other duties other than those defenses arising from the bankruptcy or insolvency of Obligor, or those which are otherwise expressly waived in this Guaranty.

Section 8. Representations and Warranties. Guarantor represents and warrants as follows:

- (a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has full power to execute, deliver and perform this Guaranty;
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary action and do not contravene

- (c) This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting Counterparty's rights and to general equity principles.

Section 9. *Effect of Bankruptcy.* In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, Counterparty must rescind or restore any payment, or any part thereof, received by Counterparty, any prior release or discharge from the terms of this Guaranty shall be without effect, and this Guaranty will remain in effect with respect to those rescinded or restored payments.

Section 10. *Waiver.* Guarantor expressly waives notice from Counterparty of: (a) its acceptance of and reliance upon this Guaranty; (b) of any extension, renewal, supplementation, waiver, amendment or modification to the Agreements; (c) other than the demands required hereunder, if any, any further demand, notice of presentment, notice, default, notice of dishonor, protest or notice of protest with respect to this Guaranty or any notes, drafts, or other instruments evidencing any of the Obligations; (d) any requirement that suit be brought against Obligor, or any notice or demand made upon Obligor or any other person or entity; and (e) any right that a judgment be first sought or obtained against Obligor or that Obligor or any other entity be joined in any suit or other actions against Guarantor. Guarantor consents to any extensions of time granted to Obligor for the payment or performance of any of the Obligations and to any amendments, supplementation, termination or other changes in the terms of the Agreements. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.

Section 11. *Assignment.* The covenants and agreements contained in this Guaranty by or on behalf of Guarantor shall be binding upon Guarantor and upon its successors, permitted assigns, and legal representatives, and shall be for the benefit of Counterparty and its successors, permitted assigns, and legal representatives. Guarantor may not assign its rights, interests or obligations under this Guaranty without the prior written consent of Counterparty. Counterparty may, upon written notice to Guarantor (delivered to Guarantor pursuant to Section 14 hereof), assign its rights, interests or obligations under this Guaranty, in whole or in part, to any permitted assigns of the Agreements.

Section 12. *Applicable Law; Jurisdiction.* This Guaranty shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. Guarantor submits to the exclusive jurisdiction of and agrees that any action to enforce this Guaranty shall be determined by a state court or a federal district court located in Sarpy County, Nebraska or Douglas County, Nebraska. Guarantor irrevocably waives any objection it may now or hereafter have as to the venue of any such actions, matters or disputes

brought in such courts or that such courts constitute an inconvenient forum.

Section 13. Severability. In case any clause, provision or sections of this Guaranty, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of this Guaranty, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the full extent permitted by law.

Section 14. Entire Agreement. This Guaranty is the complete and exclusive statement of the terms of the parties' agreements as set forth herein and supersedes all prior oral or written representations, understandings, and agreements between Guarantor and Counterparty with respect to this Guaranty.

Section 15. Notices. Any communication, request, demand and notices of any kind given or required to be given hereunder shall be in writing and given to the parties: (a) via facsimile via their respective facsimile numbers provided below; or (b) via overnight mail or overnight courier at their respective addresses provided below:

If to Guarantor: Waste Connections, Inc.
Attn: General Counsel
2295 Iron Point Road, Suite 200
Folsom, CA 95630
Facsimile #: (916) 608-8291

If to Counterparty: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046-2894
Facsimile #: (402) 593-4471

with a copy (which alone shall not constitute notice) to: Mark Wayne
Sarpy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046-2845
Facsimile #: (402) 593-4304

Steven P. Case
McGrath North Mullin & Kratz PC LLO
1601 Dodge St., Ste. 3700
Omaha, NE 68102
Facsimile #: (402) 341-0216

Section 16. Captions; Drafting. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty. This Guaranty is the result of negotiations between the parties hereto and shall not be construed against any single party as the drafter.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date first above written.

WASTE CONNECTIONS, INC.

By: 
Name: JAMES M LITTLE
Title: SR VICE President

Exhibit "A"

Agreements

1. Operating Agreement made effective as of the 1st day of March, 2011 by and among the County of Sarpy, Nebraska and Waste Connections of Nebraska, Inc.
2. Ground Lease dated as of the 1st day of March, 2011 by and among the County of Sarpy, Nebraska and Waste Connections of Nebraska, Inc.

LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4; THENCE NORTH (ASSUMED BEARING) 1059.21 FEET ON THE EAST LINE OF SE 1/4; THENCE WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 445.51 FEET; THENCE SOUTH 374.00 FEET; THENCE EAST 17.88 FEET; THENCE SOUTH 498.00 FEET; THENCE EAST 139.39 FEET; THENCE N56°23'40"E 130.89 FEET; THENCE N50°55'55"E 230.85 FEET; THENCE NORTH 305.87 FEET ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE1/4; THENCE WEST 152.69 FEET; THENCE NORTH 165.63 FEET; THENCE WEST 85.00 FEET; THENCE NORTH 102.92 FEET; THENCE EAST 237.69 FEET; THENCE NORTH 79.64 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4; THENCE NORTH (ASSUMED BEARING) 1059.21 FEET ON THE EAST LINE OF SAID SE 1/4; THENCE WEST 505.51 FEET; THENCE SOUTH 182.31 FEET; THENCE EAST 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST 108.83 FEET; THENCE SOUTH 91.17 FEET; THENCE S15°30'20"W 22.19 FEET; THENCE WEST 102.90 FEET; THENCE NORTH 112.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.60 ACRES MORE OR LESS

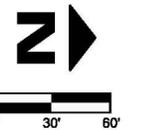


thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Survey Type
EXHIBIT "A"

Client Name
SARPY COUNTY

Description
PART OF THE SE1/4 OF THE NE1/4 OF SECTION 15-13-11, SARPY COUNTY, NEBRASKA

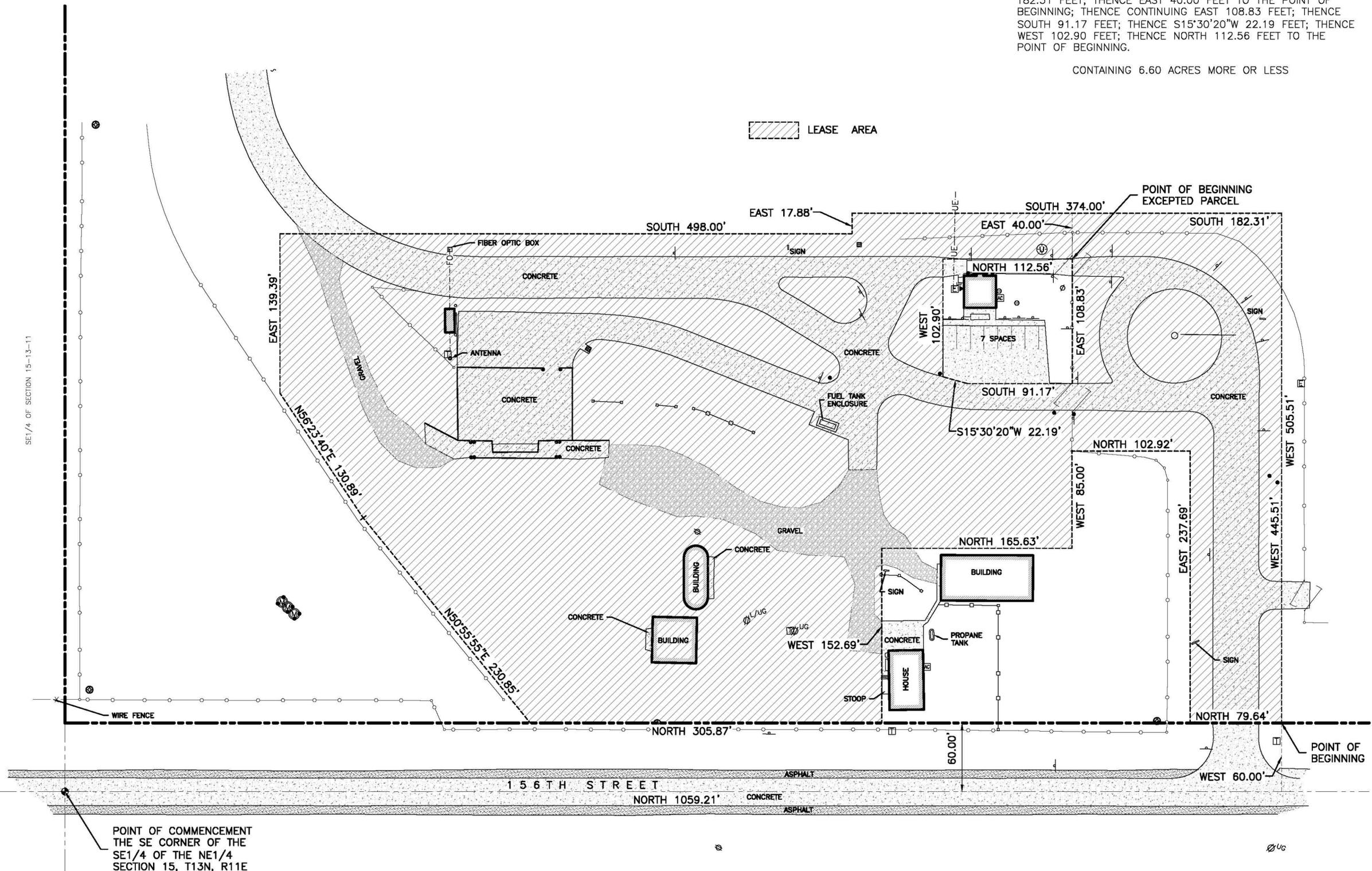


Revision Dates

No.	Description	MM-DD-YY
1	exclude building	3-23-11
-	-	-
-	-	-

Job No.: 229-230-EX
Drawn By: MRS
Reviewed By: DHN
Date: 03/18/2011
Book:
Page:

Sheet Number
SHEET 1 OF 1



SE1/4 OF SECTION 15-13-11

POINT OF COMMENCEMENT
THE SE CORNER OF THE
SE1/4 OF THE NE1/4
SECTION 15, T13N, R11E

LEGAL DESCRIPTION – LEASE AREA

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4;
THENCE NORTH (ASSUMED BEARING) 1059.21 FEET ON THE EAST LINE OF SE 1/4;
THENCE WEST 60.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING WEST 445.51 FEET;
THENCE SOUTH 374.00 FEET;
THENCE EAST 17.88 FEET;
THENCE SOUTH 498.00 FEET;
THENCE EAST 139.39 FEET;
THENCE N56°23'40"E 130.89 FEET;
THENCE N50°55'55"E 230.85 FEET;
THENCE NORTH 305.87 FEET ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE1/4;
THENCE WEST 152.69 FEET;
THENCE NORTH 165.63 FEET;
THENCE WEST 85.00 FEET;
THENCE NORTH 102.92 FEET;
THENCE EAST 237.69 FEET;
THENCE NORTH 79.64 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF SAID SE 1/4;
THENCE NORTH (ASSUMED BEARING) 1059.21 FEET ON THE EAST LINE OF SAID SE 1/4;
THENCE WEST 505.51 FEET;
THENCE SOUTH 182.31 FEET;
THENCE EAST 40.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING EAST 108.83 FEET;
THENCE SOUTH 91.17 FEET;
THENCE S15°30'20"W 22.19 FEET;
THENCE WEST 102.90 FEET;
THENCE NORTH 112.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.60 ACRES MORE OR LESS