

List of Schedules

Schedule 1: Reversion Agreement

Schedule 2: Copies of County Ordinances, etc.

Schedule 3: Service Area

Schedule 4: Guaranty Agreement

REVERSION AGREEMENT

THIS REVERSION AGREEMENT is made and entered into this 1st day May 2014 by Republic Services of Kentucky, LLC, a Kentucky limited liability company d/b/a Epperson Waste Disposal, with a mailing address of P.O. Box 117, 2360 Cynthiana St., Williamstown, Ky. 41097 ("Epperson") and Grant County Kentucky, a political subdivision of the Commonwealth of Kentucky, with a mailing address of Grant County Courthouse, 101 North Main St. Williamstown, Kentucky 41097 (the "County").

RECITALS

On September 19, 1996, the parties or their predecessors in interest entered into a Host Agreement (the "1996 Agreement") setting forth their respective rights and obligations with respect to a solid waste landfill owned by Epperson in Grant County.

The 1996 Agreement, as amended, contained an expiration date of, March 31 2004.

On , March 1, 2004, the parties entered into a new Host Agreement, (the ("Host Agreement")) to which this Reversion Agreement is attached as a schedule. The parties continued to operate under this host agreement until March 31, 2014 the expiration of the term of the Host Agreement.

On this date, May 1, 2014, the parties entered into a new Host Agreement, the ("Host Agreement") to which this Reversion Agreement is attached as a schedule

The parties have agreed in the Host Agreement that, upon expiration of the Host Agreement or if the Host Agreement is terminated by the County under certain circumstances as provided therein, the 1996 Agreement would become effective.

In lieu of reverting to the 1996 Agreement, the parties are entering into this Reversion Agreement, the purpose of which is to provide the terms and conditions under which they will be bound if this Reversion Agreement becomes effective pursuant to the Host Agreement.

NOW, THEREFORE, for mutual consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

Each of the following terms used in this Agreement, unless otherwise expressly defined, shall have the meaning set forth below:

1.01 "Landfill" shall mean the contained landfill which is described and identified in permit No. 041-00004 submitted to the Cabinet by Epperson.

1.02 "Solid Waste" shall mean municipal solid waste as defined in KRS 224.01-010(31)(a)(4), i.e. household solid waste and commercial solid waste;

1.03 "Commencement Date" shall mean the date on which the Landfill accepted its first load of Solid Waste.

1.04 "Governing Body" shall mean the members of the Grant County 109 Board, and/or, the Grant County Fiscal Court, as the context would indicate.

1.05 "Effective Date" shall mean the date upon which the Host Agreement expires under Section 14 thereof.

2. Representations

2.01 Representations of Epperson. Epperson represents and warrants as follows:

a. Epperson is a Kentucky corporation duly organized and existing and in good standing;

b. Epperson has full power, authority and legal right to enter into and perform this agreement and the execution, delivery and performance hereof have all required approval and will not violate any judgment, order, law or regulation applicable to Epperson or Epperson's bylaws.

c. This Agreement has been duly authorized, executed and delivered by Epperson and constitutes a legal, valid and binding obligation of Epperson, enforceable in accordance with its terms.

2.02 Representations of the County. The County represents and warrants as follows:

a. The County is a political subdivision duly organized and existing in good standing under the laws of Kentucky and the Grant County Fiscal Court is the governing body with primary responsibility for solid waste management in the County:

b. The County has full power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof have all required approvals and will not violate any judgment, order, law or regulation applicable to the County.

c. This Agreement has been duly authorized, dated and delivered by the County and constitutes a legal, valid, binding obligation of the County, enforceable in accordance with its terms.

3. Capacity Assurance

Beginning on the Commencement Date, Epperson shall make available in the Landfill a minimum of forty (40) years disposal capacity for all Solid Waste generated within Grant County.

4. Service Area

The Landfill shall not accept Solid Waste generated outside the shaded area depicted on the map contained on Schedule 5 of the Host Agreement; provided, however, the prohibition from accepting Solid Waste generated outside the shaded area but within Kentucky shall be suspended, with consent of the County, which shall not be unreasonably withheld, in the event it becomes necessary, in Epperson's reasonable discretion, for any Epperson affiliate to divert Solid Waste from another Kentucky landfill to the Epperson Landfill.

5. License Fee

Epperson shall pay, monthly, to the County a License fee in accordance with the following scale upon all Solid Waste disposed of in the Landfill, with the exception of waste generated within Grant County, Kentucky:

0-400 tons per day =	\$.739 per ton
401-500 tons per day =	1.114 per ton
501-600 tons per day =	1.478 per ton
601-700 tons per day =	1.848 per ton
701-800 tons per day =	2.218 per ton
801-900 tons per day =	2.589 per ton
901-2000 tons per day =	2.959 per ton

Payment pursuant to the foregoing scale shall be made by Epperson to the County on a quarterly basis (i.e. three months), calculated on an average daily basis, using a 5.5 day week, and based upon an average of the last four (4) most recently completed quarters. Payments shall be made not later than fifteen (15) days after the close of a calendar quarter.

6. Solid Waste Management Plan

The county acknowledges that Epperson has expended a substantial amount of money in securing a permit to keep the Landfill open on a long term basis, and that Epperson will be required to make a further substantial investment in Grant County to maintain the Landfill and to close same according to law. The County agrees that the Landfill will be included in any Solid Waste Management Plan which the county is

required or elects to prepare. The County further agrees to make and submit to the Cabinet all necessary plans and determinations to insure that the Landfill is continually operated according to law. The County and Epperson agree to cooperate in all future filings necessary to document or continue compliance.

7. Operation of Landfill

7.01 Compliance with Laws. Epperson shall at all times operate the Landfill in substantial compliance with all federal state and local laws and regulations.

7.02 Rejection of Waste. Epperson shall have the right to reject any Solid Waste which Epperson, in its sole judgement, believes may be hazardous or dangerous to the environment. Epperson shall have the obligation to reject any Solid Waste which it is not permitted by law to accept.

7.03 County Inspection. The County shall have the right to inspect the Landfill at any time, without prior notice, to verify compliance with the terms of this Agreement and any applicable laws. At the election of the County, inspections hereunder may be made by salaried employees of the County or by any independent person or firm employed by the County to conduct such inspections on behalf of the County.

8. Free Access For Grant Countians

Epperson shall allow any resident of Grant County to bring to the Landfill and

dispose of not more than one pick-up truck load of acceptable fill material at least once each calendar month without the imposition of any charge or fee. For purposes of public convenience, every effort should be made to insure, insofar as is possible, that the same day is available each month.

9. Fee to Grant Countians

Epperson agrees that the rate charged to users of the Landfill by residents of Grant County shall, at all times during the term of this Agreement, never be higher than the lowest rate charged to any other regular user of the Landfill.

10. Recycling

Epperson agrees, at all times during the term of the Agreement, to provide a compartmentalized recycling container at the Landfill in a location readily accessible to members of the general public to accept clean recyclables during normal business hours. The availability and location of this container shall be advertised by Epperson at least quarterly by insertion of a notice to the public in the Grant County News. Should Epperson decide that the operation of a recycling center is economically feasible during the term of this Agreement, Epperson agrees to make all reasonable efforts to cause same to be located within Grant County, Kentucky.

11. Tonnage Limitations

Epperson shall not accept for disposal at the Landfill more than an annualized average of Two Thousand Two Hundred Fifty (2,250) tons of Solid Waste per day based on a 5.5 day work week unless Epperson obtains the written consent of the County.

12. Length of Contract

The term of this Agreement shall be a period of one (1) year from the Effective Date. This Agreement shall be renewed automatically, without the necessity of notice or further action by either party, for successive one (1) year terms unless either party shall send written notice to the other party at least (3) months prior to the expiration of the term or any renewal thereof.

13. Force Majeure

(a) Neither party shall be in default in performance of any obligation or duty hereunder if such failure or performance is due to Force Majeure. "Force Majeure" shall mean any cause beyond a party's control which prevents a party from performing its obligations hereunder, including, but not limited to, any act, delay or failure to act on the part of any governmental authority, whether legislative, executive, judicial or administrative, including delay or failure to act by any governmental authority in the issuance of any necessary permits or licenses, the prohibiting of acts necessary to perform hereunder, or the permitting of any such acts subject to unreasonable conditions; acts of God; damage, accidents or disruptions including but not limited to fire, flood, explosion, tornado, hurricane, earthquake, windstorm, or equipment breakdown;

failure or delay beyond a party's control in securing materials, equipment, services or facilities; labor difficulties such as strikes, slowdowns or shortages; delays in transportation; civil, unrest, disturbances, demonstrations; provided, however, that in no event shall unavailability of funds be considered Force Majeure;

(b) In determining Force Majeure, Epperson shall have in its sole discretion, the right to refuse to accept any waste or make any other use of the Landfill if it determines that such acceptance or use may jeopardize its permit or its legal right to conduct business in the Commonwealth of Kentucky; and

(c) If the parties determine that a Force Majeure is temporary in nature and that a failure to perform due to Force Majeure may be seasonably cured, the party who has been prevented from performance by Force Majeure shall be given a thirty (30) day grace period in which to resume performance under this Agreement. The parties may, by mutual consent, extend the grace period for an additional thirty (30) days.

14. Applicability and Binding Effect

This Reversion Agreement shall have no applicability and shall not be effective or binding on the parties in any way unless (i) the term of the Host Agreement, as defined therein, expires.

15. Miscellaneous

15.01 Notice. Any notices or communications required or permitted hereunder shall be in writing and sent by certified or registered mail to the addresses set forth in the caption or to such other address as either party may thereafter designate in writing.

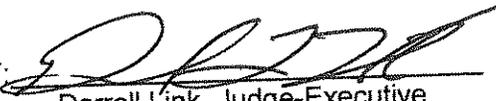
15.02 Governing Law. This Agreement shall be governed under the laws of the Commonwealth of Kentucky.

[Signatures on Following Page]

109 Board

BY: 
David J. Schmitt, Chairperson

Grant County

BY: 
Darrell Link, Judge-Executive

Epperson

BY: 
TITLE: GENERAL MANAGER

109 Board

BY: _____
David J. Schmitt, Chairperson

Grant County

BY:  _____
Darrell Link, Judge-Executive

Epperson

BY: _____
TITLE: _____

Schedule 2

Citations to County Ordinances

1. Grant County, Kentucky Code of Ordinances – General Ordinances of Grant County
 - a. Title V; Public Works and
 - b. Chapter 50. Solid Waste

2. Grant County Ordinance Number 23-2003-507 Amended – Not Codified at this time
 - a. An Ordinance relating to the operating requirements for Contained Landfills

3. Grant County Solid Waste Management District 109 Board Regulations
 - a. Regulation No. 1 – A regulation relating to the siting of a landfill within Grant County, Kentucky
 - b. Regulation No. 2 – A regulation relating to the siting of a solid waste transfer station within Grant County, Kentucky
 - c. Regulation No. 3 – A regulation relating to programs administered by the Grant County 109 Board
 - d. Regulation No. 4 – A regulation further defining Mandatory Garbage Collection in Grant County, Kentucky pertaining to universal application of the Ordinances
 - e. Regulation No. 5 – A new regulation pertaining to Recycling Businesses operating within the Grant County Solid Waste Management District

4. Official Zoning Ordinance of Grant County, Kentucky
5. Official Sub-Division Regulations of Grant County, Kentucky
6. 2001 Comprehensive Plan Update of Grant County, Kentucky
7. Grant County, Kentucky Code of Ordinances – General Ordinances of Grant County
 - a. Title V: Public Works and
 - b. Chapter 50. Solid Waste

8. Grant County Ordinance Number 23-2003-507 Amended – Not Codified at this time
 - a. An Ordinance relating to the operating requirements for Contained Landfills

9. Grant County Solid Waste Management District 109 Board Regulations
 - a. Regulation No. 1 – A regulation relating to the siting of a landfill within Grant County, Kentucky
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 - c. Regulation No. 3 – A regulation relating to programs administered by the Grant County 109 Board
 - d. Regulation No. 4 – A regulation further defining Mandatory Garbage Collection in Grant County, Kentucky pertaining to universal application of the Ordinances
 - e. Regulation No. 5 – A new regulation pertaining to Recycling Businesses operating within the Grant County Solid Waste Management District

10. Official Zoning Ordinance of Grant County, Kentucky
11. Official Sub-Division Regulations of Grant County, Kentucky
12. 2001 Comprehensive Plan Update of Grant County, Kentucky

Schedule 4 – Corporate Guaranty

Guaranty Agreement

THIS GUARANTY AGREEMENT is made and entered into as of April 1, 2014, by Republic Services, Inc., a Delaware corporation (“Guarantor”).

Recitals

A. Grant County, Kentucky, by and through its Fiscal Court and the Grant County 109 Board (the “County”) and Republic Services of Kentucky, LLC d/b/a Epperson Waste Disposal (“Epperson”) entered into a Host Agreement on April 1, 2014 (the “Host Agreement”).

B. In consideration of the County executing the Agreement, the County desires Guarantor to guarantee the performance of the obligations of Epperson under the Host Agreement.

NOW, THEREFORE, the Guarantor agrees as follows:

1. Guarantor hereby guarantees to the County the performance of each and every obligation of Epperson in the Host Agreement and the Reversion Agreement, should it become effective.

2. This Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the performance of all obligations of Epperson under the Host Agreement and the Reversion Agreement, should it become effective.

3. This Guaranty Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty Agreement.

REPUBLIC SERVICES, INC.

BY: _____
TITLE: _____

ATTEST:

BY: _____
Secretary

Schedule 4 – Corporate Guaranty

Guaranty Agreement

THIS GUARANTY AGREEMENT is made and entered into as of April 1, 2014, by Republic Services, Inc., a Delaware corporation (“Guarantor”).

Recitals

A. Grant County, Kentucky, by and through its Fiscal Court and the Grant County 109 Board (the “County”) and Republic Services of Kentucky, LLC d/b/a Epperson Waste Disposal (“Epperson”) entered into a Host Agreement on April 1, 2014 (the “Host Agreement”).

B. In consideration of the County executing the Agreement, the County desires Guarantor to guarantee the performance of the obligations of Epperson under the Host Agreement.

NOW, THEREFORE, the Guarantor agrees as follows:

1. Guarantor hereby guarantees to the County the performance of each and every obligation of Epperson in the Host Agreement and the Reversion Agreement, should it become effective.

2. This Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the performance of all obligations of Epperson under the Host Agreement and the Reversion Agreement, should it become effective.

3. This Guaranty Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty Agreement.

REPUBLIC SERVICES, INC.

BY: W. J. Eggleston, Jr.
TITLE: VP

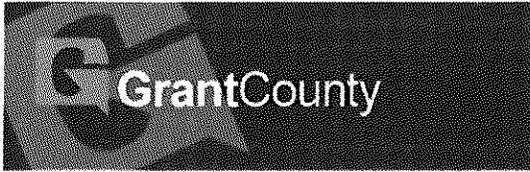
ATTEST:

BY: [Signature]
Secretary

Judge/Executive Darrell L. Link presented for a motion to Re-appoint Eual "Colby" McClure as a Part-Time laborer with the Parks Department at an hourly rate of \$12.00 per hour effective April 7, 2014.

Motion of Wanda Hammons, seconded by Richard Austin to Re-appoint Eual "Colby" McClure as a Part-Time laborer with the Parks Department at an hourly rate of \$12.00 per hour effective April 7, 2014.

The following votes were taken: Richard Austin, Magistrate 1st District, votes, yes; Wanda Hammons, Magistrate 2nd District, votes, yes; Bobby Young, Magistrate 3rd District, Absent; and Hon. Darrell Link, County Judge/Executive, votes yes.

**JUDGE EXECUTIVE DARRELL L. LINK**

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

(859) 823-7561 * FAX (859) 428-4567

WWW.GRANTCOUNTY.KY.GOV * EMAIL JUDGEEXEC@GRANTCO.ORG

MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * WANDA HAMMONS
2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell Link, Grant County Judge/Executive, do hereby hire EUAL "COLBY" MCCLURE, 3505 Arnold's Creek Road, Dry Ridge, Dry Ridge, Kentucky 41035 to serve as a Part-Time Parks Laborer at a salary of \$12.00 per hour effective April 7, 2014.

Dated this the 7th day of April, 2014

Darrell L. Link
Grant County Judge/Executive