

FOURTH SUPPLEMENT AND AMENDMENT TO THE
AGREEMENT FOR DISPOSAL AND CONVENIENCE CENTER
SERVICES BETWEEN THE CITY OF NEW ORLEANS AND
RIVER BIRCH INCORPORATED

This Amendment is made and entered in this 16 day of June, 2011, by and between the City of New Orleans ("City") and River Birch Incorporated, a Louisiana corporation ("Contractor"), the owner and operator of the River Birch Landfill ("Landfill"). The effective date of this Fourth Supplement and Amendment to the Agreement will be July 1, 2011 (the "Effective Date").

WHEREAS, Contractor and City entered into an Agreement for Disposal and Convenience Center Services on March 2, 2000, effective as of March 1, 2000 (hereinafter sometimes referred to as the March 1, 2000 Agreement) which Agreement was amended on August 14, 2001, effective August 20, 2001, and which Agreement was further amended on August 27, 2003 and January, 2006;

WHEREAS, pursuant to the March 1, 2000 Agreement, as amended, and the Operations Plan for the Florida Avenue Transfer Station, as amended and supplemented, Contractor assumed the full responsibility for the overall operations of the Florida Avenue Transfer Station; and

WHEREAS, Contractor wishes to assist the City in its present financial condition by voluntarily (i) decreasing the Disposal Rates to which it is entitled under the March 1, 2000 Agreement, as amended, for the remainder of the term of such agreement terminating on March 1, 2020; and (ii) amending and supplementing the Operations Plan for the Florida Transfer Station to allow the City to resume the full responsibility for the overall operations of the Florida Avenue Transfer Station, subject to certain restrictions.

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained herein, and for other and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the City and the Contractor do hereby agree as follows:

- A. Section 6.1.1 of the March Agreement, as amended, is hereby amended in its entirety to read as follows:

"6.1.1 Disposal Rates for Balance of Calendar Year 2011 through end of Term of Contract.

For the balance of calendar year 2011 and through the end of the term of this Contract of March 1, 2020, Contractor will give the City a 15% reduction to the previously agreed upon Disposal Rates. The Disposal Rate for the remainder of 2011 will be reduced from \$34.25 to \$29.11 per ton of waste. Thereafter, the Disposal Rate will be adjusted yearly by any CPI adjustment computed in accordance with Section 6.2.3."

- B. The Operations Plan for the Florida Avenue Transfer Station is hereby supplemented and amended as follows:
1. "The City shall assume the full responsibility for the overall operations of the Florida Avenue Transfer Station, including the maintenance of the existing compacting equipment, the purchase and maintenance of new transportation equipment, (including trailers capable of hauling approximately 20 tons of waste, a front-end loader, and a mechanical piece of

equipment for moving trailers within the Florida Avenue Transfer Station), and the hiring and payment of the necessary employees to operate the Florida Avenue Transfer Station.

2. The City shall continue to have all of its existing obligations and duties regarding the Florida Avenue Transfer Station as set forth in the August 27, 2003 Second Amendment, except that it shall no longer be obligated to pay Contractor a monthly fee of \$82,936.47 to operate the Florida Avenue Transfer Station. Thereafter, the monthly fee would have been adjusted annually by the CPI computed in accordance with Section 6.2.3. Contractor shall not have any responsibilities and/or liabilities regarding the operations of the Florida Avenue Transfer Station. The City will not be charged any additional fees based on volumes transported beyond the disposal tip fees at the landfill.
3. The City shall (i) not sub-lease, assign or otherwise grant this right to operate the Florida Avenue Transfer Station to any third party; (ii) only permit Orleans Parish residents to use the Florida Avenue Transfer Station, (iii) permit its Department of Sanitation to use the Florida Avenue Transfer Station for waste collected in the course of its daily operations by Department of Sanitation employees (i.e., waste from illegal dumping, public litter cans); (iv) not permit any commercial waste haulers or transferors, the right to use the Florida Avenue Transfer Station, except for the period that is from the tenth day before Mardi Gras Day through the third day after Mardi Gras Day, when City-contracted commercial haulers can temporarily use the Florida Avenue Transfer Station; (v) require and send any and all waste from the Florida Avenue Transfer Station to the River Birch Landfill or other site designated by Contractor; and (vi) allow Contractor to audit and inspect the Florida Avenue Transfer Station to monitor compliance with this supplemented and amended Operations Plan."

C. OFFICE OF INSPECTOR GENERAL PROVISION

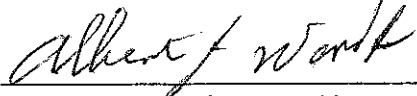
The March 1, 2000 Agreement, as amended, is hereby further amended to include the following language:

"AUDIT AND OTHER OVERSIGHT: It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena."

Except as expressly modified herein, all terms and conditions of the March 1, 2000 Agreement for Disposal and Convenience Center Services, as amended, executed between the City of New Orleans and River Birch Incorporated remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this amendment effective as of the Effective Date.

RIVER BIRCH INCORPORATED



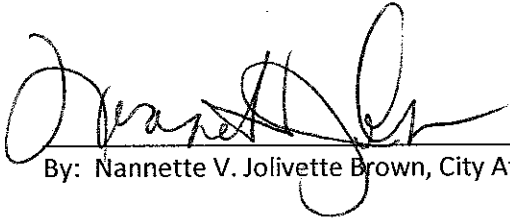
By: Albert J. Ward, Jr., President

Tax ID No.: ~~00-0113113~~

CITY OF NEW ORLEANS


6/16/11

By: Mitchell J. Landrieu, Mayor



By: Nannette V. Jolivet Brown, City Attorney