

WASTE DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of November, 2016, by and between the City of Jackson, Mississippi, referred to as the "City" and Waste Management of Mississippi, Inc., a Mississippi corporation, hereinafter referred to as the "Company,"

W I T N E S S E T H:

WHEREAS, the City issued a Request for Proposals for Municipal Solid Waste Disposal Services ("RFP") to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of waste material generated by the residential and commercial sector of the City as well as bio-solid material generated by the City's Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the Company is experienced in providing environmentally sound disposal services; and

WHEREAS, the Company owns and operates a transfer station in the City of Jackson and a landfill facility in Scott County, Mississippi known as the Clearview Sanitary Landfill (the "Landfill") which is permitted by the Mississippi Department of Environmental Quality to receive municipal solid waste; and

WHEREAS, the Company submitted a proposal in response to the City's RFP and the City has determined that the Company is the most qualified proposer and it is in the best interest of the City's citizens to dispose of its solid waste at the Jackson Transfer Station and Clearview Landfill;

WHEREAS, the governing authority of the City has the power to enter into service contracts for the disposal of such waste material; and

WHEREAS, the City and the Company desire to enter into a contract for the provision of municipal solid waste disposal services;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

**I.
DEFINITIONS**

1.01 The Landfill - the Company's Clearview Sanitary Landfill located in Scott County, Mississippi.

1.02 City Waste Material - any and all "solid waste" as defined by Mississippi law which is generated by residences and businesses located within the City which waste is allowed for disposal by the Transfer Station and Landfill's permits, state and federal laws, rules and regulations, provided said waste material is collected by and delivered to the Transfer

Station or Landfill by the City's waste collection vehicles or the waste collection service(s) operating under contract with the City, excluding City Bio-Medical Waste Material.

- 1.03 **Bulky Waste (White Goods)** – Large items of refuse, including, but not limited to, appliances furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.
- 1.04 **City Bio-Solid Waste Material** – solids generated by the City's WWTP which are mechanically dewatered into filter cakes and solid materials which are suitable for landfill disposal.
- 1.05 **Commercial Waste** – All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.
- 1.06 **Construction and Demolition Waste (C&D)** – Debris generated during the construction, renovation, and demolition of buildings, roads, bridges, and other structures, including, but not limited to, woods, plaster, metals, glass, gypsum, asphaltic substances, bricks, concrete, salvaged building components (doors, windows, plumbing fixtures), trees, stumps, earth and rocks.
- 1.07 **Garbage** – Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.
- 1.08 **Hauler and Waste Collector** – Any person, firm, partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.
- 1.09 **Hazardous Waste** – A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazards to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any federal or state statute or regulation.
- 1.10 **Industrial Waste** – Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.
- 1.11 **Institutional Waste** – Solid waste originating from institutions, including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.
- 1.12 **Municipal Waste or Solid Waste** – Solid Waste resulting from the operation of residential, commercial, industrial, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management

service. Municipal Solid Waste never includes Hazardous Waste, Special Waste, medical or biomedical waste, or solid waste from mining or agricultural operations.

- 1.13 Refuse – Discarded waste materials in a solid or semi-solid state, consisting of garbage, rubbish or a combination thereof.
- 1.14 Rubbish – Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.
- 1.15 Special Waste (solids) – Any Waste Material generated within the limits of the City which because of its physical characteristics, chemical make-up, or biological nature requires either special handling, trained people, and/or special disposal methods, including liquids for solidification at the Landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment.
- 1.16 Transfer Station – Company's MDEQ permitted building or processing site for the temporary deposition of waste located in the City of Jackson.
- 1.17 Unacceptable Waste – Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Transfer Station or Landfill pursuant to the provisions of the Mississippi Code Title 17 or other applicable Federal, State or local law; or any other material that the Company concludes would require special handling or present an endangerment to the Transfer Station or Landfill, the public health or safety, or the environment, or any material that the Company is unable to accept per the terms of its operating permit.
- 1.18 Waste Material – Any solid waste generated within the limits of the City and delivered by the City or its contracted haulers to the Landfill for disposal that is one or more of the following: solid waste, construction and demolition materials (C&D), and special waste.
- 1.19 Yard Waste – Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

II. SCOPE OF SERVICE

- 2.01 Subject to the terms and conditions hereof, the City agrees that it shall cause City Waste Material to be delivered to the Transfer Station or Landfill and the Company agrees that it will accept and dispose of such City Waste Material.
- 2.02 In addition to City Waste Material, Company shall accept City Bio-Solid Waste Material. These solids shall be mechanically dewatered and transported to the Sanitary Landfill by the City. The Landfill will be capable of accepting up to 12 loads per day of such material. The City may, but shall not be required to deliver this material to the Landfill.

- 2.03 The Company shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over sanitary transfer stations and landfill operations, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Agreement.
- 2.04 The Company shall accept delivery of City Waste Material at the Transfer Station from 6:00 am to 7:00 pm, Monday through Friday and from 6:00 am to 4:00 pm on Saturdays, provided, however, the Company may choose to observe generally recognized business holidays, including without limitation (Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day). The Company shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.
- 2.05 The Company shall maintain the Landfill open for performance of this Agreement between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and Saturdays between the hours of 8:00 a.m. and 1:00 p.m. or such hours as the Company shall determine. In the event that the aforesaid Saturday hours are not required, Company may, upon prior notice to City shorten or eliminate such hours of operation. In the event of emergency conditions declared by the City, the Company will keep the Landfill open for disposal of unusual amounts of solid waste material generated or created by such emergency conditions.
- 2.06 The following holidays may be observed by the Company on which dates the Landfill may, in the discretion of the Company, be closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.07 The Company agrees to install, construct and maintain in good working order and to have available on all days in which the Transfer Station and Landfill is open, a scale to be used in weighing City Waste Material deposited at the Transfer Station or Landfill. The Company agrees to cause normal maintenance and calibration of the scale to be performed in accord with manufacturer's recommendation. The City may, on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same. In the event the scale is not operable at any time, vehicles will be charged based upon historical tonnage averages of given route vehicles both City owned and Waste Management vehicles used in the City residential collection agreement.
- 2.08 During the term of this Agreement, the City will continue its current practices or initiate the practices of: collecting City Waste Material on its own behalf, or entering into and maintaining contracts with a waste collection service(s) for the collection of all City Waste Material; or permitting or licensing such waste collection service(s), and shall require as a condition to any such contract, permit or license that such collection service(s) dispose of all defined waste at the Transfer Station or Landfill.
- 2.09 The Company will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City.

- 2.10 The Company will be required to install and maintain a scale to weigh all incoming waste to the Company's Transfer Station or Landfill, and to weigh all City Waste Material delivered by the City or haulers under contract with the City.
- 2.11 The Company shall maintain an operational log for each day City Waste Material is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log: (a) the total weight of City Waste Material received at the Transfer Station or Landfill which is transported by the City or by haulers contracted by the City; and (b) the names of the waste haulers or transporters.
- 2.12 The Company shall prepare and submit on forms provided by the City a quarterly operation report. The quarterly operation reports shall be submitted to the City on or before the 15th day of January, April, July, and October. At a minimum, the following information shall be included in each quarterly operation report:
- (a) The total weight of each type of City Waste Material received from the City or haulers under contract with the City during each month of the quarterly reporting period; and
 - (b) Copies of all notices of violation, civil penalty assessments and or administrative orders issued by federal, state, or county regulatory authorities to the owner and/or operator of the facility during the year.
- 2.13 The Company shall provide written notification to the City of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the MDEQ (or equivalent regulatory agency in the state in which the facility is located):
- (a) Changes in the permitted site volume or capacity
 - (b) Changes in the permitted average and/or maximum daily waste volume or loading rates
 - (c) Changes in the permitted acreage, and
 - (d) Changes in ownership.

Upon reasonable notice, and during regular business hours, the City and its authorized representatives shall have access to Company's logs and records pertaining to the quantities and sources of City Waste Material for the purpose of verifying compliance with the terms and conditions of this Agreement.

- 2.14 The City and its contractors will have a license to enter the Transfer Station and the Landfill for the limited purpose of, and only to the extent necessary for, off-loading Waste Material in the manner directed by the Company. After off-loading the Waste Material, City's personnel or contractors shall promptly leave the Transfer Station and/or the Landfill. Under no circumstances shall the City or its personnel or contractors engage in any scavenging of Waste Material or other materials at the Transfer Station or Landfill. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Transfer Station and Landfill, the conduct of the driver and other persons on the Transfer Station or Landfill premises, quantities and sources of Waste Material, and other matters

necessary or desirable for the safe, legal and efficient operation of the Transfer Station and the Landfill, including, but not limited to, speed limits on haul roads imposed by the Company, and wearing of hard hats and other personal protection equipment by all individuals allowed on the Transfer Station and Landfill premises. City agrees to conform to such rules and regulations as they may be established and amended from time to time by the Company.

- 2.15 Except in the case where any Unacceptable Waste or Hazardous Waste is delivered to the Company's Transfer Station or Landfill, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Waste Materials shall pass to the Company upon delivery of the waste to the Company's facility and acceptance of the waste by the Company.
- 2.16 The City shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Company's facility.
- 2.17 The Company shall have the right and discretion to inspect and reject any such Hazardous Waste and/or Unacceptable Waste delivered to the Transfer Station or the Landfill by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such Unacceptable Waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous Waste and/or Unacceptable Waste.
- 2.18 The Company shall receive and respond to all complaints from waste transporters regarding the acceptance of Waste Materials at the Transfer Station or the Landfill. Any complaints received by the City will be directed to the Company. In the event the Company cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the City shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.
- 2.19 The Company shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this contract. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Company's personnel solicit, request, or receive gratuities of any kinds. The Company shall inform the personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Company, who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services. The City may request the reassignment of any personnel of the Company who violates the provisions of this Agreement, or who is determined to be wantonly negligent or discourteous in the performance of his or her duties while working for the Company.

III.
TERM OF CONTRACT

This Agreement shall be effective on full execution by the parties. The Company shall begin providing Services for the City under the terms and conditions of this Agreement on or after November 1, 2016.

The term of this Agreement shall be for an initial term of five (5) years, commencing on November 1, 2016; provided, however, the parties may extend the Agreement for up to three (3) additional terms of five (5) years each by mutual agreement expressed in writing prior to the end of the then current term.

IV.
PERMITS AND COMPLIANCE

The Company shall perform its obligations herein in compliance with the Permits and applicable law and regulation and the City shall fully cooperate with Company in this regard.

V.
COMPENSATION

- 5.01 The City shall be responsible for the direct payment of any tipping fees to the Company under this Agreement. All tipping fees shall be paid directly by the City. The Company shall be responsible for the billing and collection of all tipping fees from the City. The Company shall not charge a tipping fee for any waste hauler authorized by the City to dispose of City Waste Material for City Waste Material delivered to the Transfer Station or Landfill.
- 5.02 The Tipping Fee to be charged to the City for the disposal of City Waste Material pursuant to this Agreement shall be as follows:
- The City Waste Material Tipping Fee shall be Twenty-Five and No/100 Dollars (\$25.00) per ton for City Waste Material delivered to the Transfer Station or Landfill and Twenty-Nine and No/100 Dollars (\$29.00) per ton for City Bio-Solid Materials delivered to the Landfill.
- 5.03 Payment shall be made within forty-five days after the date of Company's invoice to the City. If the City disputes any portion of the invoice, the undisputed portion must be paid within forty-five days. The City must also notify the Company of the basis for its dispute. If the City fails to pay the undisputed invoice within forty-five days, the amount due to the Company shall be increased at the rate of one and one-half percent per month.
- 5.04 Commencing with the first anniversary date of the date of this Agreement and on each subsequent anniversary date the said Tipping Fee shall be adjusted and revised according to the changes in the Consumer Price Index ("CPI") during the most recently available 12-month period. For purposes of this Agreement, CPI shall mean the Consumer Price Index for Water, Sewer, and Trash (WST), Not Seasonally Adjusted, All Areas, as published by the

United States Department of Labor. As soon as practicable after the said annual anniversary date of each year, the Company shall notify the City of such rate adjustment and upon request provide the supporting data that is the basis for the gate rate adjustment. Each successive twelve (12) month period of operation shall constitute one (1) year.

- 5.05 The Company shall be entitled to an automatic increase in the City Waste Material Tipping Fee equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the state wherein the Landfill is located (or to be located), any agency thereof, or by any local governmental agency which is payable solely by reason of the nature of the operations conducted by the Company and any other sales or service taxes of general application to the operation of the Landfill. Such fee, surcharge, duty, tax or other charge shall immediately be passed through to the City in the form of a Tipping Fee increase and shall include by way of example and not limitation a state tax or surcharge for "superfund" purposes.
- 5.06 The Company shall also be entitled to an automatic increase in the City Waste Material Tipping Fee to proportionately (as against the entire waste stream received) offset the increased cost of operating the Landfill as a result of increases in costs of operations at the Landfill resulting from changes in federal, state or local environmental or other law or regulation concerning the receipt, transportation, disposal or handling of City Solid Waste at the Landfill.
- 5.07 In addition to the foregoing, the Company may petition the City for City Waste Material Tipping Fee increases to cover unforeseen and unusual increases in the cost of operating the Landfill. The Company will be responsible for documenting the impact of such expenses and the approval of the resulting increase in the City Waste Material Tipping Fee shall not be unreasonably withheld by the City.
- 5.08 The Company shall display at the Landfill the Tipping Fee charged for handling the Special Wastes contained in City Waste Material and City Waste Material delivered to the Landfill in cars and pickup trucks.

VI.

INDEMNIFICATION

The Company agrees to protect, indemnify, defend and save harmless the City, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), arising out of or relating to the Company's negligent acts or omissions related to the maintenance and operation of the Transfer Station and Landfill except for occurrences caused by or arising out of the misconduct or negligent conduct of City, its officers, employees and agents.

VII.

INSURANCE

- 7.01 Company shall provide and maintain during active Transfer Station and Landfill operations, Worker's Compensation Insurance which shall meet the requirements of the state wherein the Transfer Station or Landfill is located.
- 7.02 The Company shall provide and maintain during active Transfer Station and Landfill operations hereunder Public Liability Insurance, to protect against all claims arising out of the Company's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage suffered on or about the Transfer Station and Landfill. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving City thirty (30) days' notice in writing.
- 7.03 The Company shall upon request furnish City evidence that the insurance relative to its said acts or omissions is in force; provided, however, such insurance certificate shall not operate to amend or alter such insurance coverage so as to increase the level or extent expressly set forth herein.
- 7.04 The limits of liability of all insurance required herein shall be as set forth in Exhibit "B" which is attached hereto and made a part hereof.
- 7.05 City shall ensure that all its contracted haulers maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

<u>Types of Coverage</u>	<u>Minimum Amounts of Insurance</u>
Worker's Compensation	Statutory
Employer's Liability	\$ 500,000
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in Mississippi. Prior to City or any of contracted haulers of Waste Material being allowed on the Landfill premises, City shall provide the Company with certificates of insurance or other satisfactory evident that all such insurance has been procured and is in force. Said Policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. City warrants that it will secure the above minimums of insurance from all contracted haulers of Waste Material to the Landfill and will provide Company with certificates of insurance or other satisfactory evidence that all such insurance has been procured by contracted haulers of Waste Material and is in force.

VIII. DEFAULT

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance

of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; ii) cure the breach or default at the expense of the breaching or defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

IX.

Equal Business Opportunity Clause

The Company agrees to exercise good faith in making available opportunities for minority business enterprises (MBEs) which includes, but is not limited to African American Business Enterprises, Female Business Enterprises, Hispanic Business Enterprises, and Asian Business Enterprises to perform commercially useful work described in Exhibit A to this agreement which is incorporated into this agreement as if fully reprinted in accordance with the provisions of this Executive Order and shall take the following actions as part of its good faith outreach efforts to comply with the terms of the agreement and the Executive Order implemented by Mayor Tony Yarber of the City of Jackson on July 29, 2014:

- 9.01 Notification to MBEs and FBEs that the Company has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
- 9.02 Maintenance by the contractor of a file of the names and addresses of each MBE and FBE contacted and action taken with respect to each such contact.
- 9.03 Dissemination of the Company's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
- 9.04 Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations and/or MBE and FBE assistance organizations.
- 9.05 Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation of MBEs and FBEs.
- 9.06 Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
- 9.07 Adoption of the equal business opportunity plan submitted with its response to the invitation for bids of request for proposals obligation under this agreement, as approved by the equal

business opportunity officer.

- 9.08 Submission of monthly reports on the forms and to the extent required by the equal business opportunity officer which shall be due on the 10th day of each month following the award of the works set forth in the agreement.

X.
GENERAL PROVISIONS

- 10.01 Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the Company may transfer or assign its interest hereunder to an "Affiliated Company" without the prior written consent of City. In the event of such assignment or transfer, the assignee shall assume the liability of the Company, but such assumption of liability shall not relieve the Company of liability under this Agreement. For purposes of this paragraph, "Affiliated Company" means any company which is a wholly owned subsidiary of Waste Management, Inc. or which Waste Management, Inc. or a subsidiary thereof owns at least fifty-one percent (51%) thereof.
- 10.02 This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.03 This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Landfill by the Company in accordance with this Agreement be deemed a public function, nor has City acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Landfill by virtue of this Agreement.
- 10.04 From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Company unless such cause or causes are a result of action or non-action by the Company. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strike lockout or injunction.
- 10.05 If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the

remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, there be added as a part of this Agreement a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible and be legal, valid and enforceable.

- 10.06 This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 10.07 The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- 10.08 All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

To the City: City of Jackson, Office of the Mayor
219 South President Street
Post Office Box 17
Jackson, MS 39205-0017

With a copy to: Jerriot Smash, Director
Department of Public Works
200 South President Street
Post Office Box 17
Jackson, MS 39205-0017

To the Company: Waste Management of Mississippi, Inc.
1450 Country Club Drive
Jackson, MS 39209

With a copy to: Waste Management Southern Area Office
1850 Parkway Place, Suite 600
Marietta, GA 30067
Attn: Legal Department

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- 10.09 To the extent definition of specific terms is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as of the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

- 10.10 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.
- 10.11 Except for the City's obligation to pay for disposal services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, labor disruption, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation or order, where valid or invalid, of any governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial, or modification of any permit, license or approval regarding the Company.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed as of the date first written above, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

JACKSON, MISSISSIPPI

By: [Signature]
Its: [Signature]

ATTEST:

By: Kristi Moore
Title: City Clerk

WASTE MANAGEMENT OF MISSISSIPPI, INC.

By: [Signature]
Its: PRESIDENT

ATTEST:

By: Ronni Daffy
Its: Secretary