



February 10, 2020

County Administrator Shelton Vance
Madison County Board of Supervisors
P.O. Box 608
Canton, MS 39046

Dear Mr. Vance,

Waste Management will adjust our rate per haul charge for the Lake Cavalier Recycle Container, which will be effective for the February 1, 2020 until February 1, 2021. This price adjustment is in accordance with SECTION: 19.01 of our contract with Madison County for Recycle.

The price adjustment is based on the Consumer Price for Water, Sewer, and Trash CPI figure published by the Bureau of Labor Statistics, U.S. Department of labor, which is an increase in the amount of 3.17%.

The above-mentioned increase will change the per haul charge by \$13.37 from the current haul rate of \$421.74 per haul to \$435.11 per haul and the rental rate by \$4.06 from the current charge of \$128.12 to \$132.18.

We appreciate the good business relationship we have with Madison County and we will continue to provide the highest level of quality, safe and efficient garbage collection service for Madison County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Holloway', with a long, sweeping flourish extending to the right.

David Holloway
Public Sector Solutions
Community & Municipal Relations

MADISON COUNTY RS RECYCLE

MAS Acct 780-29679
MADISON CNTY BOARD OF SUPERVISER
Christy
P.O. Box 608
Canton, MS 39046

Section 11. Compensation

May 1st Rate Modification Date

Bureau of Labor Statistics, US City Average, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) - All Items
Preceding 12 months average

As soon as possible after Rate Modification Date:

- i. Index value on 1st full month prior to commencement of contract
- ii. index value on rate modification date preceding the date of statement
- iii. net percentage change
- v. increase or decrease in fees

Current Rates

Hauls \$ 421.74
Rental \$ 128.12

of Units

Avg Hauls per month 9
Rental 1

Current Charges

Households \$ 3,652.27
Rental \$ 128.12
Total \$ 3,780.39

CPI - W Urban Wage Earners and Clerical Workers

- | | | All Items | |
|------|---|-----------|--------------------------|
| i. | WST | 237.134 | CPI Ending December 2018 |
| ii. | WST | 244.657 | CPI Ending December 2019 |
| iii. | % Change | 3.17% | |
| iv. | Increase in Fees - Effective February 1, 2020 | | |

	Old Rate	CPI % Increase	Increase Amount	New Rate
Hauls	\$ 421.74	3.17%	\$ 13.37	\$ 435.11
Rental	\$ 128.12	3.17%	\$ 4.06	\$ 132.18
Hauls	\$ 435.11		9	\$ 3,768.05
Rental	\$ 132.18		1	\$ 132.18
				\$ 3,900.23

\$ 119.84 Increase/Month

1,438.13 Annual Increase

Bureau of Labor Statistics

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0000SEHG
Not Seasonally Adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2009 to 2019

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
2009	157.275	157.638	158.052	158.698	159.517	159.831	161.403	163.136	163.429	164.591	164.962	165.204	
2010	166.857	168.078	168.521	169.116	169.825	169.745	171.156	172.491	172.833	173.360	174.094	174.543	
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758	
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237	
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203	
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414	
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386	
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745	
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842	
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	237.134
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	244.657

19.01 The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas ("C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.

20.0 CHANGES IN MARKET FOR RECYCLABLE MATERIALS

Currently, Contractor takes the recyclable materials to the Fiber Vision facility in Sunrall, Mississippi for processing. In the event Fiber Vision is unable or unwilling to accept some or all of the recyclables collected under this Agreement, the collection of recyclable materials may be suspended by Contractor until such time as the parties agree upon another processor to accept such particular recyclable materials. Contractor agrees not to charge the County for any time period during which it has suspended collection of recyclable materials.

ARTICLE V LICENSES

Section 5.01 Licenses It shall be the Company's responsibility to secure all licenses and permits that may be required by federal and state laws or local ordinances for providing and completing the term of the contract agreement.

ARTICLE VI TERM/TERMINATION

Section 6.01 Commencement and Term of the Contract. The Contract shall be for a thirty (30) year period beginning September 30, 2002 and ending August 31, 2033. Notwithstanding anything in this Contract to the contrary, neither of the parties shall be required to perform their obligations under this Contract until January 1, 2003, which is the Performance Date, except that Company will pay the Advance Host Fee payment of \$100,000 to County on or before September 30, 2002, as provided in Section 3.02 d) above.

Section 6.02 Termination for Cause. If either party breaches any of the material provisions of this Contract, and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, then the other party may terminate this Contract by written notice thereof to the breaching party.

Section 6.03 Termination at the Option of County. County shall have the option to terminate this Contract on the twentieth anniversary date of the Performance Date of the Contract, which is January 1, 2023 (Twentieth Anniversary Date) by implementing the following procedure ("Contract Termination Option"). In order to implement the Contract Termination Option, County shall provide Company with written notice of termination on or before January 1, 2021 (Eighteenth Anniversary Date). If County gives this written termination notice to the Company on or before the Eighteenth Anniversary Date, then the Contract will expire on December 31, 2023 (Twentieth Anniversary Date). If County does not give this written notice of termination on or before the Eighteenth Anniversary Date, then the Contract will continue until the termination specified in Section 6.01, which is thirty (30) years after the effective date of the Contract, on August 31, 2033.

Section 6.04 Termination for Failure of Satisfaction of Conditions. Notwithstanding anything in this Contract to the contrary, in the event that:

(1) the vertical expansion described in Section 3.e) of the General Provisions of this Contract has not been approved by the Permit Board and become final, then Company may terminate this Contract when and if Company closes the Disposal Facility, by providing thirty (30) days' written notice to County.

(2) after timely application by Company and hearing as provided in Section 3.d. of the General Provisions herein, Company is not granted all Zoning Actions by County for which Company