

CONTRACT

THIS AGREEMENT, made and entered into on this the \_\_\_\_ day of March 2022, by and between Madison County, Mississippi, hereinafter referred to as "County", and \_\_\_\_\_, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Contractor to operate a residential solid waste pick-up and hauling service for the County; and

WHEREAS, the Contractor desires to provide the operation of a residential solid waste pick-up and hauling service for the County;

NOW, THEREFORE, IT IS HEREBY AGREE AS FOLLOWS:

1.0 **DEFINITIONS** – For the purpose of this Contract, the following words and terms shall have the meaning shown. When inconsistent with the context, words used in the present tense include the future, words in the plural include the singular number, and words in the singular number include the plural number, and the word “shall” is always mandatory and not merely directory.

1.01 **Bags, Garbage Cans, and Other Containers** -- Bags means standard size sacks designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by the tops. Bags shall be secured and the total weight of a Bag and its contents shall not exceed 60 pounds. Garbage Cans means any plastic or metal container with a maximum capacity of no greater than ninety-six (96) gallons, with two permanently attached handles for lifting, not made of metal heavier than the typical galvanized metal waste can, and which shall have a mouth diameter greater than that of the base. Other Containers means pasteboard boxes and light wood boxes that are being disposed of alone or with the solid waste inside them. The weight of Other Containers shall not exceed 60 pounds.

1.02 (A) **Acceptable Bulky Waste** – Items commonly referred to as White Goods, including stoves, refrigerators, water heaters, and washing machines. All appliances with a compressor must be properly tagged for Freon removal, which meets United States EPA standards before they can be collected. It shall be the responsibility of owner of Residential and Commercial Units to require that all air conditioning units and other appropriate appliances are de-energized of chlorofluorocarbons (CFCs) and properly tagged certifying that such items are deenergized of CFCs prior to being placed for collection.

(B) Unacceptable Bulky Waste -- Large automobile or equipment parts or pieces, store furnishings or any other items which would be commonly referred to as scrap metal. The material from a clean out of vacant or vacated residential units will fall under Section 3.02.

- 1.03 Contractor – That company chosen by Madison County to be the sole collector of Residential Garbage in unincorporated sections of Madison County and the City of Gluckstadt which will deliver the solid waste collected to the Disposal Site or Transfer Station(s) as the County designates.
- 1.04 Commercial Container – Any metal container serviced by a commercial collection garbage truck with a cubic yardage size of two cubic yards or greater.
- 1.05 Commercial Garbage – All Garbage generated by a Producer at a Commercial Unit which is properly placed in Bags, Garbage Cans, Commercial Containers, or Carts.
- 1.06 Commercial Unit – All premises, locations, or entities, public or private, within the unincorporated limits of the County and the City of Gluckstadt that are not a Residential Unit.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.08 Contract Documents – The Request for Proposals, Contractor’s Proposal, General Specifications, the Contract Performance Bonds, the Certified Check or Bid Bond, and any Addenda or changes to the foregoing documents agreed to by the County and the Contractor.
- 1.09 County Facilities – Contractor agrees to provide collection services to all current and future County Facilities at no cost to the County. Current County facilities are designated on Exhibit A attached hereto and made a part hereof.
- 1.10 Dead Animals – Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.11 Disposal Costs – The chosen collection Contractor will not be required to pay any Disposal Fees, Host Fees and taxes at the Disposal Site generated in the performance of this contract.
- 1.12 Disposal Site – A landfill chosen by the County for the final disposal of all solid waste collected through this contract. This may or may not include the use of a Transfer Station located within the County which would be located on County property. If a Transfer Station is used, it may be operated by the County or operated by a designated sub-contractor. The Disposal fees shall either be negotiated by the County with its designated Disposal Site or may be a landfill in which the chosen collection Contractor has access for solid

waste delivered by the Contractor's delivery vehicles.

The Disposal Site the County currently intends to use for this Contract to which the County shall direct its waste stream for direct delivery by the Contractor shall be the Little Dixie Landfill located at 1716 North County Line Road in the City of Ridgeland, Mississippi. This Disposal Site is fully permitted "Sub-Title D" landfill by the Mississippi Department of Environmental Quality. The County may designate other or additional sites at any time during the term of the Contract.

- 1.13 Garbage – Any solid waste materials resulting from a Residential or Participating Small Business Unit except any Unacceptable Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Prohibited Waste, Stable Matter, and Yard Waste. Yard Waste does not include bagged leaves, bagged grass clippings, other bagged yard debris, and bundled, boxed or bagged sticks and small branches not greater than five (5) feet in length and four (4) inches in diameter which is considered garbage. Total cannot exceed 2 cubic yards.
- 1.14 Hazardous Waste – Any amount of waste which is defined, characterized, or designed as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, lead-acid batteries, gasoline, paint and non-dried paint cans, and any container containing household, commercial, or farm chemicals and any medical waste.
- 1.15 House Count – Within the first month service begins, the parties will agree on an estimated number of Residential Units to be used as a basis for billing during the first quarter. Prior to the end of the first quarter, Contractor will conduct an actual count of Residential Units and will submit documented verification of this count to the County. This number will be fixed for subsequent three-month periods and will be revised on a quarterly basis. If an annexation by a municipality occurs during the term of the contract, Residential Units affected thereby will not be included in the house count commencing the first day of the month immediately following the effective date of annexation.
- 1.16 Producer – An occupant of a Residential or Participating Small Business Unit.
- 1.17 Prohibited Waste – All items described in Section 1.14, rubber tires, or any item excluded from the definition of Garbage in Section 1.13.
- 1.18 Reports and Data – The Contractor shall maintain records as directed by the County for a monthly report. The Contractor shall meet with the County and shall develop a report form to provide the following information:

- 1.) Listing of complaints and their resolution. The Contractor shall be assessed a fine of twenty-five dollars (\$25.00) per occurrence for failure to log all complaints and their resolution. All complaints which come to the County may be logged to use as verification of the Contractor's log. All complaints received by the County shall be referred to the Contractor's local representative.
  - 2.) Any other which the County deems necessary.
- 1.19 Residential Garbage – All Garbage which is placed in Bags and/or Garbage Cans and/or Other Containers and is generated by a Producer at a Residential Unit.
- 1.20 Small Business Garbage – All Garbage generated by a Producer at a Participating Small Business Unit.
- 1.21 Residential Unit – An occupied single or multiple family dwelling within the unincorporated limits of the County and the City of Gluckstadt Mississippi. A Residential Unit shall be deemed occupied when either water or light and power services are being supplied thereto. Any condominium dwelling, apartment complexes, or other multiple family dwellings utilizing Commercial Container collection service shall be treated as a Commercial Unit unless specifically agreed upon between the County and the Contractor.
- 1.22 Participating Small Business Unit – An occupied small business within the unincorporated limits of the county and the City of Gluckstadt that utilizes the County's Solid Waste Collection Contractor and disposes of its garbage in bags, garbage cans, or other containers as defined in 1.01. Any condominium dwellings, apartment complexes, multiple family dwellings, and non participating small business, other business, and commercial units utilizing Commercial Container collection service shall be treated as a Commercial Unit unless specifically agreed upon between the County and the Contractor.
- 1.23 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.24 Transfer Station – A facility fully permitted by the Mississippi Department of Environmental Quality for the transfer of solid waste from collection vehicles onto and into a manner of conveyance to the Disposal Site. If a Transfer Station is used, the solid waste shall be scaled and a fee shall be charged by the ton of solid waste delivered by any collection vehicles or delivery vehicles. The site shall be owned by, and a permit in the name of, the County. The Transfer Station may be operated and managed by the County or operated and managed by a sub-contractor. All acceptable solid waste shall have access to the Transfer Station so long as it is delivered to the site under the terms and conditions of the permit.

The County shall have the right to establish the rate per ton if operated by the County or shall have the right to approve the rate per ton if operated by a private contractor under the terms and provisions of such an operating contract. The County shall have the right to add a host fee per ton of delivered solid waste which, if the Transfer Station is operated by a private contractor, said private contractor shall collect, account for the collection of and pay out to the designated recipients of the host fee as is consistent with an operating contract.

- 1.25 Yard Waste – Is waste wood, tree trimmings and limbs greater than five (5) feet in length and (4) inches in diameter, unbagged grass cuttings, unbagged dead plants, unbagged weeds, unbagged leaves, dead trees, or branches thereof greater than five (5) feet in length and four (4) inches in diameter, and unbagged chips, shavings, or sawdust, or other similar materials resulting from yard maintenance or other such activities are not allowed.

## 2.0 SCOPE OF WORK

- 2.01 Contractor – The Contractor’s work under this Contract shall include all the supervision, materials, equipment, labor, and all other items necessary to complete the collection and disposal delivery service of all Residential and Participating Small Business Garbage in Bags and/or other containers generated within the unincorporated limits of the County and the City of Gluckstadt during the term of the Contract, all in accordance with the terms and provisions hereof. The Contractor’s work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, ice storm, wind storm, tornado, or other act of God. In the event of such flood, ice storm, wind storm, tornado, or other act of God, the Contractor and the County will negotiate the payment to be made to the Contractor for the collection and disposal of such increased volume.

## 3.00 SERVICES

- 3.01 Unit Collection Service – The Contractor shall provide curbside collection service for the collection of Residential Garbage from each residential Unit at least one (1) time per week and from each Participating Small Business Unit one (1) time per week. The fee per unit shall include collection and transportation to the Disposal Site. Service includes collection of acceptable bulky waste as defined in section 1.02 A and acceptable yard waste as defined in section 1.13

- 3.02 Special Collection Services – The Contractor shall not be obligated hereunder to collect any Hazardous Waste, Unacceptable Bulky Waste, Construction Debris, Dead Animals, Yard Waste, Prohibited Waste, or Stable Matter. The Contractor shall notify Producers of the foregoing waste restrictions via advertisements in Madison County’s newspaper of record for legal notices, currently the Madison County Journal, and via other media and methods as needed. The Collection Contractor may provide for the special collection of the wastes at its sole discretion and upon such terms and conditions as Collection Contractor shall specify. The Collection Contractor will make its own billing arraignments with the customer unit for these services. A fee schedule for such services, in particular Bulky Waste with refrigerants removed and tagged by a certified technician, shall be supplied to the County Administrator.
- 3.03 Location of Bags, Garbage Cans, and/or Other Containers – Each Bag, Garbage Can, or Other Container shall be placed within five (5) feet of curbside on roads which are open to truck traffic for collection, and which such Bags, Garbage Cans, and/or Containers do not block traffic. The Contractor may decline to collect any Bags, Garbage Cans, and/or Other Containers not so placed at the curb; however, Contractor agrees to provide notice to residents of non-compliance prior to the exercise of the right to decline.

4.00 COLLECTION AND DISPOSAL OPERATION

- 4.01 Hours of Operation – Collection of Bags, Garbage Cans, and/or other Containers shall not start before 7:00 A.M. or continue after 8:00 P.M. on the same day.
- 4.02 Routes of Collection – Collection routes shall be established from time to time by the Contractor. Contractor shall submit a map designating the collection routes to the County if changes occur in routing. It shall be the responsibility of the Contractor to notify the Residential Units of change of service days after approval of the County.
- 4.03 Holidays – The following shall be holidays for the purposes of this contract:

New Year’s Day  
Martin Luther King Birthday/Robert E. Lee Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays, but such decision in no manner relieves the Contractor of its obligation to provide Residential Collection service at least once per week upon notification to Residential Units as described in Section 3.01.

4.04 Complaints – All collection complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within 48 hours after the complaint is received. These will be listed on the complaint log as developed in Section 1.18.

4.05 Collection Equipment – All vehicles and other equipment furnished by the Contractor hereunder shall remain the sole property of Contractor and shall be kept in good repair and appearance.

Each collection vehicle shall have clearly visible, on each side, the identity of the Collection Contractor as well as its local telephone number.

4.06 Office – The Contractor shall maintain an office in Madison County where there must be a person responsible for Contractor's performance of services available from 8:00 A.M. to 5:00 P.M. on regular collection days, except Saturdays which shall be 8:00 A.M. to 12 Noon. The Contractor shall have a telephone number which is toll-free for the residents of Madison County. The contractor will call forward all calls received after hours to their local contract manager's mobile phone.

4.07 Hauling – All Garbage hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.

4.08 Disposal – All Garbage collected for disposal by the Contractor shall be transported to the Disposal Site.

4.09 Notification – The Contractor shall notify all Producers at Residential Units about collection procedures and the day of service for the initial collection schedule either personally or by mail. The Contractor shall notify Residential Units of which day a Holiday will be observed to give Residential Units ample time to make preparations for once a week service for that specific Holiday week. Such notices shall be placed in a conspicuous place in Madison County's newspaper of record for legal notices, which is currently the Madison County Journal.

4.10 Point of Contact – All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractors to the County Administrator's Office and by the County to Contractor's service manager.

## 5.0 COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, regulations and County ordinances.

6.0 EFFECTIVE DATE

This Contract shall be effective and performance of services hereunder shall begin at 12:01 A.M. on the first day of May 2022.

7.0 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.0 INDEMNITY

The Contractor shall indemnify and save harmless the County from and against any and all suits, actions, legal proceedings, claims, demands, and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a willful, or negligent act or omission of the Contractor, its agents, servants, and employees in the performance of services under this Contract; provided, however, that a Contractor shall not be obligated to indemnify the County and shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or any willful or negligent act or omission of the County, its officers, agents, servants, or employees.

9.0 TERM

9.01 Collection – This Contract shall be for an initial term of six (6) years from 1 May 2022 to and including 30 April 2028. The County shall have the option to extend the Contract for up to four (4) renewal terms of one (1) year each unless the County or Contractor elects to terminate this Contract effective upon expiration of the initial six (6) year term by giving the other party at least six (6) months prior written notice of termination by certified mail, return receipt requested, addressed as follows:

(a) If to the County:

Madison County Administrator  
Madison County Chancery Courthouse  
Post Office Box  
Canton, Mississippi 3333

(b) If to the Contractor:

Waste Management of Mississippi, Inc.  
1450 Country Club Drive  
Jackson, MS 39209-2573  
Attn: District Manager

With a copy to:



Waste Management Legal Dept.  
800 Capitol Street, Suite 3000  
Houston, TX. 77002

9.02 In addition to rights created under this contract, the County may require continued performance of any services required of Contractor under the Contract at the current rates specified in the contract for a maximum of six (6) months from the expiration of the term of the Contract, whether that term is six years. The County may exercise this right by written notice to the Contractor prior to thirty (30) calendar days from Contract expiration.

10.0 INSURANCE

The Contractor shall at all times during the term of this Contract maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance and furnish the County Proof of Insurance.

For the purpose of this Contract, all Contractors shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workman's Compensation	Statutory
Employer Liability	\$500,000
Bodily Injury Liability except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 aggregate
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance Coverages may be provided under a plan or plans of self-insurance acceptable to the County. The coverages may be provided by a Contractor's parent corporation.

11.0 BASIS AND METHOD OF PAYMENT

11.01 Collection Rates – For Residential Unit collection services performed pursuant to Section 3.01.

11.02 Billings to County – The Contractor shall bill the County for all services

rendered to all Residential Units pursuant to Sections 3.01 within five (5) days following the end of each calendar month and the County shall pay the Contractor within forty-five (45) days of the County's receipt of Contractor's monthly invoice. Such billing and payment shall be based on the Collection Rate and House Count set forth in this Contract.

12.0 TRANSFERABILITY OF CONTRACT

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part without the consent of the County, which consent shall not be unreasonably withheld.

13.0 OWNERSHIP

Title to Garbage shall pass to Contractor when placed in Contractor's collection vehicle.

14.0 FORCE MAJEURE

The obligations of the Contractor hereunder are subject to be excused in the event of (i), riots, wars, acts of God, accidents, (ii) governmental orders, decrees, and regulations, or if the Contractor is for any reason delayed or barred by governmental or judicial action with respect to any operations hereunder or at the Disposal Site, (iii) the denial, loss, suspension, expiration, termination, or failure of renewal of any permit, license, or other governmental approval required to collect or dispose of the Garbage, and (iv) any other similar or different contingency, occurrence, or condition beyond the reasonable control of the Contractor. In such circumstances, the County's obligation to pay for services will be suspended contemporaneous with suspension of services. A Pandemic or Disease outbreak shall NOT be considered an "act of God" and shall NOT excuse performance hereunder.

15.0 SEVERABILITY

In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract and this Contract shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal, or unenforceable, there shall be added as a part of this Contract a term, clause, or provision as similar in terms to such invalid, illegal, or unenforceable term, clause, or provision as may be possible and be valid, legal, or enforceable.

If the County feels the Contractor is not in compliance with the terms, conditions, and provisions of this Contract, the County shall notify the Contractor via certified mail with return receipt requested, to the address as listed in Section 9.0 and give the Contractor thirty (30) days to respond in person at a County Board of

Supervisors meeting which has a quorum and, irrespective of an appearance at a County Board of Supervisors meeting, in writing to the County by certified mail, return receipt requested, of its intentions of remedy to become in compliance with the terms and provisions of this Contract. If after thirty (30) days of the Contractor's response to the County, or any reasonable period of time to accomplish the remedy as described by the Contractor's notice to the County, the Contractor has not rectified the situation to the County's sole determination and satisfaction, the County shall notify the Contractor, as well as the Principal and Surety, by certified mail, return receipt requested, of its intention of calling on the Contractor's performance bond due to the Contractor's default and failure to perform by the terms and provisions of the Contract.

16.0 INDEPENDENT CONTRACTOR: NO AGENCY

The Contractor will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is not an agent of the Contractor or empowered or authorized to obligate the Contractor in any way.

17.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Mississippi and applicable federal law.

18.0 BOND

18.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond shall be in the amount of 100 percent of the proposed cost of services as proposed by the contractor in the first year this contract is in effect and shall be renewed each year thereafter throughout the term of the contract and any renewal periods in such amounts as the County shall require, but not less than estimated cost of services for the following twelve (12) months during the which services are to be performed taking into consideration Contractor's adjusted prices then in effect. shall be renewed and adjusted each year to the amount of the Contract. The Bond can only be extended with the express written consent of Surety, and the total liability of the Surety shall not exceed the penal sum of the bond.

The corporate surety corporation must be of known reputation and satisfactory to the County. A Moody's, A.M. Best's, or other such similar rating shall be required for companies other than nationally recognized firms.

- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond with the proposal.

- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state of Mississippi.

18.02 Power of Attorney – Attorneys-in-fact who sign performance bonds or contracts must file with each bond a certified and effectively dated copy of their power of attorney.

## 19.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes by the County.

## 20.0 PRICE ADJUSTMENTS

- (a) *Adjustment of Collection Cost.* On May 1, 2023, and on each May 1st thereafter, the Contractor may adjust the Collection Cost based upon any increase or decrease in the costs of living as provided below. The Collection Charge shall be adjusted annually by the net changes in the Consumer Price Index for Water, Sewer, and Trash CPI. Adjustments to the Collection Cost will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. Any adjustment to the Monthly Service Fee shall be limited to 90% of the change in CPI. Any increase or decrease shall be limited to a cap of 2.5% per year. The adjustments shall not exceed 10 % of the initial Collection Cost over the initial six (6) year term of the Contract or 15% over the potential ten (10) year term (if all extensions are exercised).

The CPI or the month of May of the calendar year proceeding the then current calendar year shall be the base number and the corresponding index number for the month of May for the current calendar year shall be the current number. Any increase or decrease shall be multiplied by the unit price for the immediately preceding contract year according to the "Adjustment Formula". The recalculated price shall be effective as of the anniversary of the next period after the County receives written notice of the recalculation. A change may be made only once in any twelve-month period. The County may give notice of a decrease in the same manner as the Contractor may give notice of an increase. No mid-year adjustments will be made except to correct errors. If an error is found, the quantity adjustments will be effective from the date when both parties agree upon the adjustment.

- (b) *General Procedures for Price Increases.* Except as otherwise provided for herein, the Collection Cost payable by the County to the Contractor may be adjusted not more frequently than annually on the anniversary date of the Contract. A written accounting on which describes the increased or decreased expenses must be submitted for approval a minimum of thirty (30) days prior to May 1<sup>st</sup> of any contract year. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the County Administrator and such approval shall not be

withheld or delayed unreasonably or contrary to the terms of the Contract. The initial rate shall take effect on the Commencement Date and rate adjustments for succeeding years shall take effect on each successive May 1<sup>st</sup>. Monthly payments due by the County to the Contractor shall be adjusted to compensate for such annual rate increases or decreases.

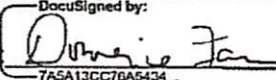
- (c) *Additional Adjustments.* In addition to the price adjustments set forth above, the Contractor's compensation shall be increased or decreased to offset any increased or decreased costs associated with a change in haul distance if an alternative Disposal Site or State Approved Disposal Facility is designated by the County pursuant to the terms of this Contract. In addition, in the event the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection of contracted materials, the amount of such tax, fee, surcharge or increased or decreased cost may be offset by adjustment to the rates paid the Contractor pursuant to this Contract subject to the approval of the County Administrator, such approval not to be unreasonably withheld. The Contractor shall present to the County Administrator appropriate documentation of such tax or surcharge.

#### 21.0 CONTINUITY OF OPERATION

Should the County revert to in house performance at the end of the contract period the contractor shall offer the first right of refusal for purchase of contractor owned collection equipment.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

WASTE MANAGEMENT OF MISSISSIPPI, INC.

BY: <sup>DocuSigned by:</sup>   
7A5A13CC78A5434  
Its Area Vice President

Attest:   
ASL Corporate Secretary

MADISON COUNTY, MISSISSIPPI

BY: \_\_\_\_\_

President, Madison County Board of Supervisors

Attest: \_\_\_\_\_  
Ronny Lott, Chancery Clerk

S E A L

**Exhibit A**

<b>LOCATION</b>	<b>ADDRESS</b>		<b>TYPE OF CONTAINER(S)</b>
Chancery Courthouse	125 West North Street	Canton	Bags and Boxes Stored in Bins
Circuit Courthouse	128 West North Street	Canton	Bags and Boxes Stored in Bins
Justice Court	South Libery Street	Canton	Bags and Boxes Stored in a Bin
Youth Services	Union Street	Canton	Normal Garbage Cans etc.
Road Department	3137 South Liberty Street	Canton	Normal Garbage Cans etc.
Sheriff's Department	2935 South Liberty Street	Canton	8 cubic yard Bin
Jail	South Liberty Street	Canton	8 cubic yard Bin
Emergency Management	Highway 22	Canton	Normal Garbage Cans etc.
Health Department	317 Union	Canton	Normal Garbage Cans etc.
Human Services	867 Martin Luther King Dr.	Canton	Normal Garbage Cans etc.
Camden Community Center	Parkside Avenue	Camden	Normal Garbage Cans etc.
Camden Library	Parkside Avenue	Camden	Normal Garbage Cans etc.
Camden VFD	Parkside Avenue	Camden	Normal Garbage Cans etc.
Farmhaven VFD #1	Highway 16 East	Farmhaven	Normal Garbage Cans etc.
Farmhaven VFD #2	Longpine & Ratcliff Ferry Roads	Farmhaven	Normal Garbage Cans etc.
Kearney Park VFD	443 Livingston-Vernon Rd	Flora	Normal Garbage Cans etc.
Southwest Madison VFD	141 Lake Cavalier Rd	Ridgeland	Normal Garbage Cans etc.
South Madison VFD #1	Yandell Rd	Gluckstadt	Normal Garbage Cans etc.
South Madison VFD #2	520 Stribling Road	Canton	Normal Garbage Cans etc.
Valley View VFD	1371 Stump Bridge Road	Canton	Normal Garbage Cans etc.
Old Bus Barn	Highway 22, behind emergency management	Canton	8 cubic yard Bin