

SOLID WASTE DISPOSAL SERVICE AGREEMENT

BETWEEN

**PINE BELT REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY**

AND

THE CITY OF LAUREL, MISSISSIPPI

SOLID WASTE DISPOSAL SERVICE AGREEMENT

THIS SOLID WASTE DISPOSAL SERVICE AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2024, between the **Pine Belt Regional Solid Waste Management Authority** (the "Authority"), a political subdivision organized and existing under the laws of the State of Mississippi (§ 17-17-301 et seq. Miss. Code of 1972 as amended) (the "Act"), and the **City of Laurel, Mississippi** (the "Unit of Local Government").

BACKGROUND

WHEREAS, the Authority owns, and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded a Municipal Solid Waste Facility for disposing of Municipal Solid Waste all in accordance with the terms and conditions hereof, and may design, construct, operate and maintain additional transfer stations.

WHEREAS, the Unit of Local Government is willing to enter into this Agreement with the Authority in reliance on the Authority, to provide such Disposal services in accordance with this Agreement. The Unit of Local Government further proposes to deliver or cause to be delivered all of its Municipal Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility and desires that the Authority operate the Facility to dispose of Municipal Solid Waste.

WHEREAS, the Unit of Local Government enters into this Agreement and does hereby declare and confirm its membership in the Authority in accordance with the Incorporation Agreement, as amended, a copy of which is attached as **Schedule 2**, and subject to all rights and obligations as set forth in the Act, the Incorporation Agreement, as amended, and this Agreement.

AGREEMENTS

In consideration of the premises and the mutual obligations undertaken herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS AND SCHEDULES**

1.01 Certain Definitions. Each of the capitalized terms in this Agreement, unless otherwise expressly defined herein, shall have the meaning given to such term in Schedule 1. Such meaning shall apply equally to all forms of such term.

1.02 Schedules Incorporated by Reference. The following Schedules are hereby incorporated by reference and made a part hereof:

- (a) Schedule 1 – Definitions
- (b) Schedule 2 - Incorporation Agreement and Amendments thereto
- (c) Schedule 3 - Host County Agreement
- (d) Schedule 4 – Tipping Fee Schedule
- (e) Schedule 5 – Voting Strength Percentage

ARTICLE II **PURPOSE OF CONTRACTS; ACKNOWLEDGEMENTS**

2.01 Agreement to Operate, Maintain, and Expand. (a) It is hereby recognized and declared that, in accordance with provisions of the Act, the Authority owns and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded a Municipal Solid Waste Facility (“the Facility”) in Perry County, Mississippi, for the effective disposal of Municipal Solid Waste to be received from any Unit of Local Government contracting with the Authority therefor. Toward that end, and subject to the terms of this Agreement, the Authority will operate and maintain the Facility or enter into contracts for the operation and maintenance of the Facility, and the Unit of Local Government will deliver to the Facility for Disposal all of its

Acceptable Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility for Disposal.

(b) The Authority will continue in cooperation with the Unit of Local Government to make available the Facility so as to accept for Disposal the Municipal Solid Waste of the Unit of Local Government. Provided, however, if for any reason the Facility shall not be operational, the Authority shall designate an Alternative Disposal Site or such Alternative Delivery Points as may be necessary. Any increase in transportation cost incurred by the Unit of Local Government as a result of the Alternative Delivery Points shall be borne by the Unit of Local Government.

(c) This Agreement shall not operate to prohibit or prevent the implementation by any Unit of Local Government or Generator of source separation of material for purposes of recycling from Municipal Solid Waste prior to collection of such Municipal Solid Waste for management; provided however, the construction and operation of a resource recovery facility by a Unit of Local Government shall not be authorized or allowed unless specifically approved by the Authority and pursuant to the approved local non-hazardous solid waste management plan.

2.02 Operation of Facility. (a) The Authority shall continue operation, maintenance, and expansion of the Facility; and shall have full discretion in determining the nature, design, size, capacity, route, location and time of expansion of the Facility and may enter into any contract it may deem appropriate and necessary for the expansion, operation, and maintenance of the Facility. Additionally, but subject to the terms of this Agreement, the Authority may from time to time acquire, construct, or make such renewals, replacements, repairs, modifications, improvements, expansions, additions, extensions, and betterments to the Facility as the Authority deems consistent with the Plans and the Permits.

(b) The Unit of Local Government and the Authority agree that the Authority may issue its Bonds at such times as the Authority shall deem necessary or advantageous and will use the proceeds, together with any other funds made available to the Authority therefor, to finance and/or refinance any of the costs of operating, maintaining, and expanding the Facility. Such costs shall include, without limitation, the payment of interest on the Bonds for any period specified in the Bond Resolution, the establishment of reserves to secure the Bonds and to protect the integrity of the Facility's expenses incident to the issuance of the Bonds and to the implementation of the disposal services, all deposits required by the Bond Resolution to be made from the proceeds of Bonds into any fund or account established under the Bond Resolution, and all other expenditures incident or convenient to the operation and maintenance of the Facility and the expansion, replacements, repairs, modifications, improvements, and betterments thereto. The Authority may issue such Refunding Bonds in such amounts, and use the proceeds thereof to make such payments, as the Authority may be permitted by law.

(c) The Authority will furnish and make available the Facility hereunder to the Unit of Local Government continuously so far as reasonable diligence will permit, but the Authority may interrupt, curtail or otherwise interfere with such service to the Unit of Local Government as a result of an Unforeseen Circumstance, or for the purpose of safeguarding life or property, and in such event the Authority shall not be liable for damages or breach of contract.

ARTICLE III

OPERATIONS OF DISPOSAL FACILITY

3.01 Term. The term of this Agreement (the "Term") shall be the period commencing on the date of execution and delivery hereof by the parties hereto (the "Effective Date") and ending on the thirtieth (30th) anniversary date of the Effective Date unless earlier terminated pursuant to this Agreement.

3.02 Agreement to Operate. The Authority agrees to exercise all reasonable efforts to operate, maintain, and expand the Facility in compliance with all applicable regulatory agency or court orders, regulations, requirements, obligations, conditions and Permits, and in accordance with good operating practice.

3.03 Delivery Obligation. From and after the Commencement Date and until this Agreement is terminated or expires, all Municipal Solid Waste generated within the Unit of Local Government's geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi shall be transported to, stored, and managed at the Facility or at a transfer station owned by the Authority.

3.04 Acceptance Obligation. From and after the effective date of this Agreement and until this Agreement is terminated or expires, the Authority shall accept all Acceptable Solid Waste generated within the jurisdiction of the Unit of Local Government or collected by the Unit of Local Government that is delivered or caused to be delivered to the Authority's designated Delivery Point during the normal operating hours as established by the Authority (unless other hours are provided in a notice from the Authority) on any Business Day. The Authority is under no duty or obligation to accept any waste which does not constitute Acceptable Solid Waste.

3.05 Quality. The Unit of Local Government or User shall ensure that all Solid Waste that it delivers or causes to be delivered to the Delivery Point shall constitute Acceptable Solid Waste generated within the Unit of Local Government.

3.06 Unacceptable Solid Waste. The Authority and the Unit of Local Government shall use their best efforts to identify the Person responsible for the delivery or abandonment at the Project Site or any Transfer Station of any Unacceptable Solid Waste and to require such person to remove such Unacceptable Solid Waste or to recover from such person the cost of removal,

transportation or disposal of such waste or any corrective action, remediation or penalty resulting therefrom. To the extent that such identification is not possible, the Authority shall promptly identify, contain, store and remove such Unacceptable Solid Waste from the Project Site and dispose of it in accordance with applicable laws and regulations at the expense of the Unit of Local Government.

3.07 Right of Inspection. The Authority in its sole discretion shall have the right to inspect on the Site the contents of any vehicle containing Solid Waste accessing the Project Site or any Transfer Station in order to determine the presence of Unacceptable Solid Waste, including the right to require any hauler operating such vehicle to unload the contents for purposes of inspection. If any vehicle is found to contain Unacceptable Solid Waste the Authority may reject delivery thereof.

3.08 Operation and Maintenance. The Authority shall at all times operate, or cause to be operated, the Project and any Transfer Stations of the Authority properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted, and, if any useful part of the Project is damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

3.09 Alternate Delivery Points. If an Unforeseen Circumstance prevents the Authority from accepting at a Delivery Point any Municipal Solid Waste generated within the Unit of Local Government, the Authority shall designate by a notice to the Unit of Local Government an Alternative Delivery Point including any other available landfill or other point as the Delivery Point for the Unit of Local Government for its Acceptable Solid Waste. Any additional cost of transportation incurred by the Unit of Local Government between the Delivery Points of the Authority and the Alternative Delivery Point shall be the responsibility of the Unit of Local Government. Such notice may be in writing or may be given orally in person or over the telephone, provided that notice is actually received by the Unit of Local Government on or before 4:00 PM of the day preceding the day the designated Delivery Point is to become the Alternative Delivery Point, and if so requested by the Unit of Local Government any oral notice shall be confirmed by a written notice delivered within five (5) business days. Upon receipt of such notice by the Unit of Local Government, such Alternative Delivery Point shall become the Delivery Point until expiration of any term specified in such notice or until the receipt by the Unit of Local Government from the Authority at any time of subsequent notice terminating the designation as the Delivery Point which shall be solely within the discretion of the Authority.

3.10 Weighing of Delivery Vehicles and Solid Waste. After the arrival of any delivery vehicle at the Delivery Point, the Authority shall weigh the loaded vehicle on a scale to be maintained by or on behalf of the Authority. Prior to or immediately following the first use of any vehicle for the purpose of delivering Municipal Solid Waste to the Authority, the vehicle shall be weighed upon the scale when empty. Such vehicle shall be weighed while loaded at the time of each delivery and the difference between such loaded weight and the empty weight shall be deemed to be the weight of the Municipal Solid Waste accepted. The Authority shall have the

right to weigh any vehicle immediately following a delivery for the purpose of verifying the empty weight.

3.11 Delivery Procedure Manual. The delivery of Acceptable Solid Waste to the Delivery Point shall be regulated by a Delivery Procedure Manual or such other document as may be provided for in the technical specifications issued in connection with Project Operations (the "Delivery Procedure Manual"), which shall not conflict with the provisions of this Agreement, to be provided by the Authority to the Unit of Local Government before the initial delivery of Solid Waste. The Delivery Procedure Manual shall set forth a system for the identification of delivery vehicles and persons authorized to deliver Acceptable Solid Waste and shall provide that the Authority may place unqualified reliance on representations made by a driver of a delivery vehicle with proper identification that the Acceptable Solid Waste being delivered by such vehicle is to be charged against the account of the Unit of Local Government. The Authority shall be under no obligation to accept Acceptable Solid Waste from persons or vehicles not complying with the identification system or with the Delivery Point procedures established in the Delivery Procedure Manual.

3.12 Acceptance/Rejection of Solid Waste.

- (a) Ownership of Municipal Solid Waste delivered to the Delivery Point shall not pass to the Authority until and unless such Municipal Solid Waste is accepted by the Authority.
- (b) The Authority shall have the right to reject any portion of the Municipal Solid Waste that the Authority determines is Unacceptable Waste.
- (c) Upon rejection of any Municipal Solid Waste delivered by or at the direction of the Unit of Local Government, the Authority shall notify the driver of the delivery vehicle of the rejection and afford the driver a reasonable opportunity to reload the vehicle and remove the rejected Solid

Waste from the Delivery Point. If the rejected Solid Waste is reloaded and removed from the Delivery Point, the Authority will provide the driver prior to his departure with a written statement setting forth the date and a brief statement of the reasons for the rejection. If the rejected Municipal Solid Waste is not removed from the Delivery Point by the delivery vehicle within one hour, the Authority may either deliver the written statement to the driver of such vehicle prior to departure or deliver it to the Unit of Local Government within ten (10) days after such rejection. The Authority may remove from the Delivery Point and dispose of in whatever manner is in compliance with laws and regulations and is appropriate given the nature of the Solid Waste (i) any Solid Waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle within one hour and (ii) any Unacceptable Waste discovered by the Authority after the departure of the delivery vehicle which the Authority can establish was delivered by or for the account of the Unit of Local Government. The costs of disposal of any such waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle and any such Unacceptable Waste discovered by the Authority will be assessed to the User responsible for the delivery. With respect to such rejected waste, such disposal and charge by the Authority shall not constitute acceptance by the Authority, transfer of ownership to the Authority, or waiver by the Authority of any remedies it may have in connection with the delivery of such Municipal Solid Waste. All Users shall exclude from delivery at any Delivery Point any Unacceptable Waste.

3.13 Testing of Scale. The scale at the Delivery Point shall be tested for accuracy at the expense of the Authority at least once every twelve (12) months. At the request of the Unit of Local Government, the Authority shall provide a copy of the most recent test results to the Unit of Local Government. In addition, the Unit of Local Government at its expense may require that the Authority conduct tests of the scale at any time.

3.14 Reports of Deliveries. The Authority will monitor the quantity of Acceptable Solid Waste delivered by the Unit of Local Government at the Delivery Point and deliver to the Unit of Local Government, no later than the fifth (5th) day of each month, a written report (the "Monthly Report") describing on a per day and per vehicle basis the quantity of Municipal Solid Waste charged against the account of the Unit of Local Government during the prior month and during the Billing Year through the end of the prior month. The Monthly Report shall also describe the Monthly Service Fee payable by the Unit of Local Government in connection with the disposal of Acceptable Solid Waste delivered by the Unit of Local Government during the preceding month. The Unit of Local Government will be entitled, during normal business hours and upon reasonable advance notice, to inspect the Authority's books of account in order to verify the truth and accuracy of any Monthly Report.

3.15 Flow Control. The Authority has adopted a Resolution pursuant to *Miss. Code Ann.* § 17-17-319, as amended, declaring the necessity of requiring the mandatory flow of the Municipal Solid Waste to the Authority's Project by any person or generator of Acceptable Solid Waste located or residing within the boundaries of the jurisdiction of the Unit of Local Government. The Unit of Local Government shall comply (or has complied) by adopting a resolution or ordinance to require mandatory flow of Municipal Solid Waste which may be Acceptable Solid Waste generated within its jurisdiction to the Project of the Authority. Provided, however, such resolution or ordinance shall not be construed to prohibit the source separation of materials for the purposes of recycling from Municipal Solid Waste prior to collection of such Municipal Solid Waste for management, or prohibit collectors of Municipal Solid Waste from recycling materials or limit access to such materials as an incident to collection of such Municipal Solid Waste; provided such

prohibitions do not authorize the construction and operation of a resource recovery facility unless specifically provided for pursuant to the Plan and approved by the Authority.

3.16 Facility Operating Rules and Regulations. The Authority shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the Authority and its Facility which are not inconsistent with the terms, rights, and obligations under this Agreement, the Incorporation Agreement, or the Act.

ARTICLE IV **COST OF SERVICES, EXPENSES AND BILLING**

4.01 Agreement to Pay. In recognition of the Authority's agreement to operate, maintain, and expand the Facility, the Unit of Local Government agrees to pay a Monthly Service Fee as defined in Section 4.03 to the Authority. The obligation to pay the Monthly Service Fee shall continue for the term of this Agreement.

4.02 Tipping Fee. The Authority shall establish, fix, prescribe and collect a Tipping Fee for each ton of Acceptable Solid Waste delivered to a Delivery Point, by setting the Tipping Fee prior to July 1 of each year, in order that in each fiscal year Revenue as shall be required is available and sufficient solely for the purpose of paying or discharging all obligations of the Authority, and any expansion cost of the Project or any cost or amounts necessary to fund a Capital Expansion Fund and Closure and Post Closure Fund to provide during the term of this Agreement the capacity for Disposal as set forth in the Plan.

4.03 Monthly Service Fee. The Monthly Service Fee will be the product of the Tipping Fee multiplied by the number of tons of Municipal Solid Waste delivered to the Authority at the designated Delivery Point by the Unit of Local Government for the Billing Period as defined in the Monthly Report provided pursuant to Section 3.15 of this Agreement.

4.04 Host Member Fee. Included in the Tipping Fees provided for in Section 4.02, the Authority shall collect and remit annually to the Host Member, Perry County, Mississippi, One Dollar (\$1.00) for each ton of Acceptable Solid Waste delivered to the Project Site by or on behalf of any Member and Two Dollars (\$2.00) per ton on any Acceptable Solid Waste delivered to the Project Site by any User other than a Member which Acceptable Solid Waste was generated outside of Perry, Covington, Jones, Stone, Jefferson Davis and Greene Counties and the Cities of Laurel, Hattiesburg and Petal. An accounting reflecting the total amount of Acceptable Solid Waste generated in the aforementioned Counties and Cities and disposed of at the Project Site along with the total amount generated and disposed of from outside such Counties and Cities shall accompany such annual payment. The Host County Agreement is attached hereto and marked as Schedule 5.

4.05 Billing of Monthly Service Fee. (a) On or before the tenth (10th) business day of each month the Authority shall provide an invoice of the Monthly Service Fee, setting forth all charges due from the Unit of Local Government for the Billing Period. The Unit of Local Government shall pay the amount due to the Authority on or before the 25th day of the next month. If any portion thereof shall remain unpaid 15 days after its due date, the Unit of Local Government shall be charged with, and shall pay to the Authority, interest at the Overdue Rate on the amount unpaid from its due date until paid. If any portion thereof shall remain unpaid 60 days after its due date, the Authority shall have the right, upon 5 days' notice, to discontinue accepting the Unit of Local Government's Acceptable Solid Waste into the Project and to refuse to resume accepting such Solid Waste so long as any amount due to the Authority remains unpaid. Such actions by the Authority will not relieve the Unit of Local Government of its obligations hereunder.

4.06 Other Users Payment. The use of the Project, any Delivery Point or Transfer Station by any Person other than a Member, authorized by the Authority to use the Facility shall be upon either a cash on delivery or credit payment terms as deemed necessary and on such conditions and at such rates and Tipping Fees as may be determined solely by the Authority. Any change in the rates and Tipping Fees shall be made by the Authority, and notice of such change shall be given to the current Users of the Project. The Authority shall be responsible for billing and collection from all Users.

4.07 Accounts and Reports. (a) The Authority shall keep or cause to be kept proper books of record and account, separate from all other records and accounts, in which complete and correct entries shall be made of all its transaction relating to the Project, or any part thereof, the Revenues and expenditures, and each fund and account established.

(b) Any member of the Authority shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the funds and accounts held by the Authority with respect to the Revenues and expenses of the Authority.

(c) An audit of the Authority's books, records, accounts and activities shall be prepared each fiscal year and a copy furnished to each Member.

4.08 Funds Established. The Authority may create the following funds in addition to any other funds required by the Bond Resolution, or Indenture or determined to be necessary by the Authority, each to be funded by a portion of the Tipping Fees such portion of Bond proceeds as may be lawfully permitted.

(a) Operation and Maintenance Fund; to pay all Operation and Maintenance Expenses and other costs as the Authority deems necessary.

(b) Debt Service Fund; to pay principal and interest due on Bonds issued by the Authority.

(c) Reserve Fund; to provide a reserve fund for debt service on the Bond to the extent permissible by law.

(d) Closure and Post Closure Care Fund; to pay or cover all expenses necessary to cover any regulatory requirement for Closure or Post Closure care of the Facility, and related costs as the Authority deems necessary.

(e) Capital Expansion Fund; to pay for future expansion, extensions and improvements to the Facility as defined, and other costs as the Authority deems necessary.

4.09 Unforeseen Circumstances. (a) If during any Billing Period, due to the occurrence of an Unforeseen Circumstance, the Unit of Local Government shall be unable to deliver or cause to delivered Acceptable Solid Waste to the Facility or a Delivery Point, the Unit of Local Government shall continue to pay the Monthly Service Fee based upon its Current Volume but shall not be considered to be in default or breach of any obligation hereunder otherwise.

(b) If during any Billing Period, due to the occurrence of an Unforeseen Circumstance, there shall be an increase in the cost of Operation and Maintenance of the Project, then the Operation and Maintenance Expense component of the Tipping Fee for the next Billing Year shall be increased to cover such increased costs.

(c) Any increase in Operation and Maintenance Expense pursuant to this Agreement shall be limited to the increase in incremental direct actual costs to the Authority of operating and maintaining the Project, for which the Authority shall provide cost substantiation. The proceeds of insurance, other proceeds, or funds of the Authority available to meet the increased costs of the operation and maintenance of the Project shall be applied to reduce any

increase in Operation and Maintenance Expense to the extent permissible by law and prudent to the financial operation of the Authority.

4.10 Review of Rates. At such intervals as the Authority shall deem appropriate, but in any event not more frequently than once each calendar year, the Authority shall review, and, if necessary, revise Tipping Fees, rates, and charges to ensure that such Tipping Fees, rates, and charges, to insure that such Tipping Fees, rates and charges continue to cover its estimate of all of the Authority's Revenue Requirements. The Tipping Fees, rates and charges applying to Solid Waste generated outside the Pine Belt Region and delivered by a user to the Project Site or a Transfer Station may be made at any time at the sole discretion of the Authority.

4.11 Authority's Budget. The Authority shall adopt a budget for each fiscal year and submit it the Governing Body of each Member of the Authority sixty (60) days prior to the start of the fiscal year. The budget shall include a notice of the Tipping Fee to be charged to the Unit of Local Government for the next fiscal year to be set by the adoption by August 15th of the User Charge Ordinance of the Authority.

4.12 Adjustment to Tipping Fees. On October 1 of the year ("Adjustment Date"), the Tipping Fee may be adjusted.

4.13 Regulatory Changes, or Additional Requirements.

(a) The Authority may at any Adjustment Date provide notice to the Unit of Local Government that the Tipping Fees will adjusted to allow the Authority to fully cover any increase in cost resulting from any Regulatory Change or from any Additional Requirement which may have occurred during the year prior to the Adjustment Date.

(b) If such Regulatory Change or Additional Requirement results in an increase or decrease in the Operation and Maintenance Expenses of the Facility, such adjustment will be in an amount equal to the increase or decrease of actual direct cost.

(c) If such Regulatory Changes or Additional Requirements require a change in design or construction or require a Capital Facility or Capital Expenditures any such adjustment will be in an amount equal to the increase or decrease of the actual direct cost.

(d) Any adjustment to the Tipping Fee as a result of a Capital Expenditure or Capital Project shall be calculated by spreading such cost over the depreciable life of such asset or the remaining term of the Agreement, whichever is less. The Authority shall give the Unit of Local Government written notice of any adjustment of the Tipping Fees pursuant to Section 5.15 and shall provide with such written notice documentation and justification setting forth such increase in costs. Such adjustment shall become effective at the next Adjustment Date.

4.14 Limitation of Financial Obligation - Unit of Local Government.

(a) Notwithstanding anything to the contrary contained in this Agreement, any Bond Resolution or Indenture, the Unit of Local Government's total obligation to the Authority under this Agreement shall be no greater than the Unit of Local Government's Pro Rata Share of such obligation except to such extent a Member may be determined as responsible for the delivery of Unacceptable Waste or for any Regulatory Change or Additional Requirement.

(b) The Unit of Local Government's Pro Rata Share of the Bonds and any Closure or Post Closure Care obligation incurred or arising under this Agreement and remaining unpaid or otherwise unsatisfied shall survive the termination of this Agreement.

ARTICLE V **COVENANTS**

5.01 Effect of Covenant. The Unit of Local Government hereby covenants and agrees with the Authority and makes provision which shall be a part of this Agreement and any contract with the Bondholder of the Authority to the effect and with the purpose set forth in this Agreement and the following Sections.

5.02 Covenants and Agreement of Unit of Local Government. Pursuant to Sections 17-17-323 Miss. Code of 1972 as amended, the Unit of Local Government covenants and agrees that under the terms of this Agreement, the Unit of Local Government will fix, establish, maintain and from time to time adjust rates and fees within its jurisdiction sufficient at all times to pay its obligation Monthly Service Fee to the Authority under this Agreement.

5.03 Powers as to Bonds and Pledge. The Unit of Local Government is duly authorized under the Act and all applicable law to enter into this Agreement and to pledge such Revenues and other moneys, securities and funds purported to be pledged in the manner and to the extent provided in the Act and this Agreement. This Agreement is and will be a valid and legally enforceable obligation of the Unit of Local Government, in accordance with the terms of the Act. The Unit of Local Government shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of any Revenues and other moneys, securities and funds pledged under the Act and this Agreement which the Authority may pledge to the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

5.04 Obligation for Pro Rata Share of Bonded Debt. During any Billing Period, notwithstanding any occurrence of an Unforeseen Circumstance or the failure of the Unit of Local Government to deliver Acceptable Solid Waste to the Authority under the terms of this Agreement, the Unit of Local Government shall remain unconditionally obligated to pay its Pro Rata Share of

the indebtedness of the Authority incurred during the Unit of Local Government's membership in the Authority. Such obligation shall survive the termination of this Agreement unless terminated pursuant to Section 6.05. This obligation shall consist of:

(i) the Unit of Local Government's Pro-Rata Share of the amounts required under any Bond Resolution to be paid or deposited into any fund or account established for the payment of Debt Service on the Bonds issued to finance or refinance the Facility or any portion thereof; and

(ii) the Pro-Rata Share of the amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution, including debt service reserve funds, general funds and such other funds or accounts as may be provided by any such Bond Resolution; and

(iii) the Pro-Rata Share of additional amounts, if any, which must be realized by the Authority in order to meet the requirements of any rate covenant with respect to coverage of debt service on the Bonds issued to finance, expand or refinance or refinance the Project under any terms of any Bond Resolution plus such additional amounts deemed desirable to facilitate the marketing of such Bonds on favorable terms; and

(iv) the Pro Rata Share of any amounts unfunded and necessary for the Closure and Post Closure Care of the Facility should the Facility cease to operate or be required to be closed by state or federal law, rule or regulation.

5.05 Payment of Fees - Pledge for Bonds. (a) The Unit of Local Government covenants that it will promptly pay or cause to be paid all fees or costs due the Authority under the terms of this Agreement for which the Unit of Local Government is indebted or obligated.

(b) In order to provide additional security for the Bonds issued by the Authority for the Facility under the terms of this Agreement and pursuant to the provision of Section 17-17-

327, Mississippi Code of 1972 as amended, the Unit of Local Government covenants, agrees and authorizes the State Tax Commission to (i) withhold all or any part of any monies, except gas taxes, which any such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the State Tax Commission, and (ii) pay the same over to the Authority to satisfy any delinquent payments on any services to such Unit of Local Government to ensure the timely payment of any Bonds of the Authority secured by revenue to be received from the Unit of local Government or as may be necessary to replenish any funds of debt service reserve fund of the Authority which might have been expended to pay debt service as a result of the delinquency of a Unit of Local Government. This grant is absolute, unconditional and without limitation and does not require any subsequent approval of the Unit of Local Government in order for the Authority to make such a pledge in any document used to issue the Bonds. The Authority is hereby authorized to execute the Tax Intercept Agreement among the Authority, the Trustee under the Indenture in connection with the bonds, and the Mississippi Department of Revenue.

5.06 Further Assurance. At any and all times the Unit of local government shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deed, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and singular the rights, fees and other moneys, and funds hereby due, obligated, or owed under the terms of this Agreement which the Authority may hereafter become bound to pledge or assign.

5.07 Authority's Covenants with Respect to Service Agreements. The Authority hereby further covenants that it will not permit any transfers or assignments of its Service Agreements which would in any way adversely affect Revenues or which would in any way materially adversely affect or diminish the rights of the Bondholders under the Bond Resolution and said

Service Agreements. The Authority hereby further covenants that it will not consent to any amendment of any Service Agreement that would (i) establish a termination date for any Service Agreement on a date prior to the final maturity date of any Bonds Outstanding on the date of such consent, or, if such amendment should be entered into while a default under the Resolution shall exist and be continuing, prior to the final payment of the Bonds Outstanding on the date of such amendment; or (ii) cause an entity with which Authority has entered into a Service Agreement no longer to be unconditionally obligated to make payments due thereunder.

5.08 Compliance with Law. The Authority and Unit of Local Government each covenants to the other that it shall observe and perform all of the terms and conditions contained in the Act and this Agreement and shall comply with all valid acts, rules, regulations, orders and directions applicable to the operation of the Project or the Authority not inconsistent or in conflict with the provisions of this Agreement or any legislation, statute, directive, ruling, or order of any legislative, executive, administrative or judicial body having lawful jurisdiction over the Authority or Project.

5.09 Other Facilities. The Unit of Local Government hereby covenants that it will not acquire or construct any solid waste disposal facility for the disposal of Acceptable Solid Waste during the term of this Agreement so long as the services under this Agreement are provided by the Authority. Provided, however, nothing contained herein shall extinguish the Unit of Local Government obligation to pay its Pro Rata Share of the debt as provided by Section 5.04.

5.10 The Plan. The Authority has heretofore prepared and the DEQ has approved the Plan and the Unit of Local Government hereby accepts, adopts and approves the Plan as the Unit of Local Government's nonhazardous solid waste master plan as such term is described and defined in *Miss. Code Ann. § 17-17-201 et seq.*

ARTICLE VI
DEFAULTS AND TERMINATION

6.01 Events of Default by Authority. Persistent and repeated failure of the Authority to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Authority.

6.02 Events of Default by Unit of Local Government. Persistent and repeated failure of Unit of Local Government to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Unit of Local Government.

6.03 Specific Performance: Remedies for Authority Event of Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Authority's Event of Default, nor could monetary damages be the equivalent of the performance of the obligations hereunder, and the Authority hereby consents to the initiation of legal proceedings seeking specific performance of any obligation of the Authority under this Agreement in a court of competent jurisdiction within the State.

6.04 Specific Performance: Remedies for Unit of Local Government Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Unit of Local Government Event of Default and the Unit of Local Government hereby consents to the initiation of legal proceedings seeking specific performance of any obligation of the unit of Local Government or payment of any sums due under this Agreement in a court of competent jurisdiction within the State.

6.05 Termination of Agreement. (a) This Agreement may be terminated by the Unit of Local Government if the Unit of Local Government (i) makes a prepayment to the Trustee created or designated by any Bond Resolution or Indenture of the Authority, sufficient to pay or defease its Pro Rata Share of indebtedness of the Authority incurred by the Authority under Section 5.04

hereof or as otherwise authorized by this Agreement; (ii) pays an amount sufficient to cover its Pro Rata Share of the Operation and Maintenance Expenses based upon its Current Volume of Municipal Solid Waste for the remainder of the Billing Year; and (iii) pays its Pro Rata Share of the cost or obligation for Closure and Post Closure Care of the Facility or for any Regulatory Change or Additional Requirement unfunded at the time of termination which results from an event which occurred during the term of membership of the Unit of Local Government in the Authority.

(b) Within sixty (60) days following the date of any agreed termination under this Section 6.05 the Unit of Local Government and the Authority shall reconcile all amounts due and payable, with the payment by the Unit of Local Government sufficient to cover its Pro Rata Share described in this Section 6.05 when due and, payable to be made within ninety (90) days of termination unless a payment on any Outstanding Bond is due during that period and in such case the Unit of Local Government shall immediately make its pro rata payment.

ARTICLE VII

REPRESENTATIONS

7.01 Representations of the Unit of Local Government. The Unit of Local Government represents and warrants that:

(a) The Unit of Local Government is a duly organized and existing under the laws of the State.

(b) The Unit of Local Government has the full power, authority and legal right to enter into and perform this Agreement, and each other agreement or instrument entered into or to be entered into by the Unit of Local Government pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Unit of Local Government (i) have the requisite approval of all governmental bodies, (ii) will not violate any judgment, order, law or

regulation applicable to the Unit of Local Government or any provisions of the Unit of Local Government charter and (iii) do not (A) conflict with, (B) constitute a default under or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Unit of Local Government under any agreement or instrument to which the Unit of Local Government is a party or by which the Unit of Local Government or its assets may be bound or affected.

(c) This Agreement, and each other agreement or instrument entered into by the Unit of Local Government pursuant to this Agreement, have been duly authorized, executed and delivered by the Unit of Local Government; each agreement or instrument to be entered into by the Unit of Local Government pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Unit of Local Government; and this Agreement and each other agreement entered into by the Unit of Local Government, when executed and delivered, will constitute legal, valid and binding obligations of the Unit of Local Government, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(d) There is no litigation or proceeding pending or to the knowledge of the Unit of Local Government, threatened against or affecting the Unit of Local Government (i) challenging the validity of this Agreement or any agreements contemplated hereby (ii) seeking to enjoin the performance by the Unit of Local Government of its obligations hereunder or thereunder or (iii) which, if adversely determined, would materially adversely affect the ability of the Unit of Local Government to perform its obligations hereunder or thereunder.

7.02 Representations of the Authority. The Authority represents and warrants that as of the Effective Date:

(a) The Authority is duly organized and existing in good standing under the laws of the State.

(b) The Authority has the corporate power, authority and legal right to enter into and perform this Agreement and each other agreement or instrument entered into or to be entered into by the Authority pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Authority (i) have the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulations applicable to the Authority or any provisions of the Authority's Incorporation Agreement or by-laws; and (iii) do not (A) conflict with, (B) constitute a default under, or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) The Authority or its designee holds, or is expressly authorized under, permits and licenses to operate, maintain, and expand the Project pursuant to the terms of this Agreement.

(d) This Agreement, and each other agreement or instrument entered into by the Authority pursuant to this Agreement, have been duly authorized, executed and delivered by the Authority; each agreement or instrument to be entered into by the Authority pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Authority; this Agreement and each other agreement entered into by the Authority constitute, and each agreement to be entered into by the Authority, when executed and delivered, will constitute legal,

valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies.

(e) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against or affecting the (i) challenging the validity of this Agreement or any agreements contemplated hereby; (ii) seeking to enjoin the performance by the Authority of its obligations hereunder or thereunder; or (iii) which, if determined adversely, would materially adversely affect the financial condition of the Authority, or the ability of the Authority to perform its obligations hereunder or thereunder.

ARTICLE VIII

FURTHER AGREEMENTS

8.01 Licenses, Approvals and Permits. The Unit of Local Government shall provide all such cooperation as may reasonably be requested by the Authority in connection with the issuance of the Bonds or applications for grants and loans and with obtaining in a timely manner, maintaining or continually meeting the requirements of any licenses, approvals and Permits obtained or to be obtained by the Authority. The Authority shall obtain and/or maintain all Permits, licenses, and approvals necessary to the operation of the Facility, as applicable.

8.02 Actions Affecting the Facility

(a) If, any time during the Term of this Agreement, the Unit of Local Government delivery of solid waste (i) presents or may be reasonably expected to present an imminent or substantial endangerment to the health or welfare of persons, (ii) causes a Release, (iii) is not Acceptable Solid Waste or (iv) would cause the Authority to violate or exceed any condition, parameter or limitation of its Permit, the Authority shall immediately notify the Unit of

Local Government. To the extent any Unit of Local Government reasonably believes that its solid waste disposal will or may be expected to result in any event specified in this Section 8.02(a) (i), (ii), (iii), or (iv), it shall promptly give the Authority Notice of the same, both in writing and by oral communication, which Notice shall specify in reasonable detail the circumstances giving rise to such disposal(s), the duration of such disposal(s), the anticipated effect on the Project, as applicable, and the actions taken or to be taken by the Unit of Local Government to remedy and/or mitigate the same.

(b) Upon a determination by the Authority that the delivery to or disposal of waste at the Facility from any Unit of Local Government or other Person creates an immediate danger to the public or to property or creates a dangerous situation which may endanger the public, public health or cause damage to property, the Project or a Delivery Point, the Authority may take immediate action to; (i) notify the Unit of Local Government or other Person as the case may be to take immediate steps to remedy the situation; (ii) take other appropriate action to minimize or eliminate the risk or danger; (iii) discontinue accepting or disposing of such waste. The Authority shall make every effort under the circumstances to notify the Unit of Local Government or other Person of the danger or risk determined and the action planned with 24 hours notice.

8.03 Contracts With Others. (a) The Authority may, in its discretion, enter into Service Agreements for use of the Facility with any Unit of Local Government outside the Pine Belt Region or with any other Person or potential User, under such terms and conditions as shall be determined by the Authority.

(b) A portion of the fees paid by any User that is not a Member of the Authority shall be applied toward the repayment of the Authority's indebtedness on the same terms and conditions as contained herein and each current Member of the Authority which has entered into

a Service Agreement shall receive a pro rata credit based upon the additional User's payment. The Authority may require any other Person or potential User of the Project for Disposal services to pay a Capital Construction Contribution as a surcharge on its Tipping Fee. Any surcharge shall accrue to the benefit of those who are Members as of the Bond Delivery Date.

8.04 Additional Member Unit of Local Government. Any Unit of Local Government which becomes a Member of this Authority after the execution date of this Agreement shall not enter into any Service Agreement on terms and conditions more favorable to it than those contained in this Agreement.

8.05 Overdue Obligations to Bear Interest. All amounts due hereunder, whether as damages, credits, Revenue, or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount due and unpaid from time to time, on the basis of a 360-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by law, be deemed added to the amount due, as accrued.

8.06 Insurance. The Authority shall, subject to commercial availability, obtain and maintain the insurance coverages for the Facility, property, operator and employees, officers and any other coverage deemed necessary.

8.07 Notice. Any written Notice required or permitted under the terms of this Agreement shall be given and be deemed to have been duly served if either: (a) delivered in person to the designated representative of the party for whom it is intended, (b) deposited registered mail, postage prepaid in the United States mail, addressed to the respective parties, as indicated below:

For the Authority.

Executive Director
Pine Belt Regional Solid Waste Management Authority
P.O. Box 389
Petal, Mississippi 39465

For the Unit of Local Government.

8.08 Change for Notice. The Parties specifically agree that the above designated representatives, and the addresses thereof, may be altered, upon the written submission of the Party seeking to alter such representative by a duly authorized individual within reasonable time to allow the implementation of such change before any Notice is actually served or attempted.

8.09 Waiver. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver,

8.10 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Mississippi.

8.11 Severability. If any term or provision of this Agreement shall be declared unconstitutional or void by any court of competent jurisdiction, the constitutionality and validity of the remainder of said Agreement shall not be affected thereby, and to this extent the terms and provisions of said Agreement are declared to be severable.

8.12 Headings for Convenience. The headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8.13 Rules and Regulations. The Unit of Local Government shall comply with such necessary reasonable rules and regulations as may from time to time be adopted by the Authority for the operation of the Project, and the Unit of Local Government, to the extent practicable, shall assist the Authority in causing others to comply with such rules and regulations. Provided, however, such rules and regulations shall not conflict with the Provisions of this Agreement.

8.14 Amendment of Contract. (a) The Parties recognize that this Agreement is a uniform agreement between the Authority and each Unit of Local Government Member of the Authority setting forth the same rights, responsibilities and obligations of all such entities except the Host County.

(b) This Agreement may be amended or modified by mutual consent of the Parties provided that such amendment or modification does not have the effect of creating or altering rights, obligations and responsibilities of the Parties compared to those of other Units of Local Government Members of the Authority, or

(c) This Agreement may be amended or modified by consent of all of the Unit of Local Government Members to affect the rights, responsibilities and obligations of the Parties except as prohibited below, provided that any such amendment or modification shall be uniform and applicable to each similar Agreement between the Authority and the member Unit of Local Government and acceptable to each Unit of Local Government.

(d) Provided however, this Contract shall not be amended, modified or otherwise changed by agreement of the Parties in any manner which will materially adversely

affect the security afforded by the provisions of this Agreement for the payment of the principal, interest and premium, if any, on Bonds of the Authority as they respectively become payable so long as the Bonds are Outstanding and unpaid and funds are not set aside for the payment or retirement thereof in accordance with the applicable Bond Resolution.

8.15 Opinion of Counsel of the Authority. The Authority shall, concurrently with the execution and delivery of this Agreement, cause an opinion or opinions in form and substance satisfactory to the Unit of Local Government to be delivered by one or more attorneys or firms of attorneys satisfactory to the Unit of Local Government which shall cover matters relating to the authorization, execution, validity and binding effect of this Agreement as it relates to the Authority.

8.16 Opinion of Counsel of the Unit of Local Government. The Unit of Local Government shall, concurrently with the execution and delivery of this Agreement, cause an opinion or opinions in form and substance satisfactory to the Authority to be delivered by one or more attorneys or firms of attorneys satisfactory to the Authority which shall cover matters relating to the authorization, execution, validity and binding effect of this Agreement as it relates to the Unit of Local Government, and, if the Unit of Local Government shall have bonds or other evidences of indebtedness outstanding secured by revenues derived from the collection of Solid Waste, shall cover matters relating to the legality and permissibility under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with such bondholders of the performance by the Authority of its obligations under this Agreement.

8.17 Impairment of Contracts. No provision of this Agreement shall be construed by any party hereto in such a manner as would result in the impairment in any way of any existing contract or contracts between the Authority and/or the Unit of Local Government and any other Person.

8.18 Entirety. Once effective, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter, hereof and constitutes the entire agreement between the parties hereto in respect thereof, subject, however, to the terms and conditions of the Act.

8.19 Conventions. In this Agreement the singular includes the plural and the plural includes the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; references to Persons include their permitted successors; and the term "including" shall mean including with limitation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

BY: _____

Title: _____

Attest:

By: _____

Title: _____

(S E A L)

CITY OF LAUREL, MISSISSIPPI

By: _____
Johnny Magee, Mayor

Attest: _____
City Clerk

(S E A L)

SOLID WASTE DISPOSAL SERVICE AGREEMENT

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SCHEDULE I – DEFINITIONS

"Acceptable Solid Waste" means that portion of Solid Waste as defined which is residential, commercial, industrial, governmental or institutional waste which may be required or permitted by DEQ to be placed in a Subtitle landfill, over which a Unit of Local Government has legal authority to compel or control disposal, excepting, however, Unacceptable Waste, and Hazardous Waste. Provided, however, Acceptable Solid Waste shall not include rubbish or yard waste which is otherwise delivered to rubbish site or yard waste compost facility.

"Act" means the Mississippi Regional Solid Waste Management Act, Section 17-17-301 et seq., Mississippi Code of 1972 as Amended.

"Additional Requirement" means any requirement which may be imposed by any local, state or federal regulatory agency or state, local, or federal law or ordinance or determined by the Authority as necessary for the proper and good operating order of the Facility or the Authority which may result in an increase in cost of the Project or the Operation and Maintenance Expenses.

"Adjustment Date" means July 1 of each year when any adjustment in the Tipping Fee will become effective for the next Billing Year as provided in this Agreement, provided, however, the Authority shall have notified the Unit of Local Government on or before August 1 of said adjustment.

"Agreement" means this Agreement between the Units of Local Government and the Authority, including the Schedules and any written amendments hereto.

"Alternative Delivery Point" means the Point of Delivery for Acceptable Solid Waste which has been designated by the Authority according to the terms of this Agreement as an alternative to the normal Delivery Point for the Pine Belt Disposal Facility.

"Alternative Disposal Site" means that site designated under the terms of this Agreement by the Authority as a disposal site when the Facility is not available.

"Article" means an article of this Agreement.

"Authority" means the Pine Belt Regional Solid Waste Management Authority created under Miss. Code Ann. §§ 17-17-301 et seq. Miss. Code of 1972 as amended.

"Billing Period" means each calendar month in each Billing Year, except that (a) the first Billing Period shall begin on the Acceptance Date and shall continue to the last day of the calendar month in which the Acceptance Date occurs and (b) the last Billing Period shall end on the last day of the final Billing Year, regardless of whether such day is not the last day of a calendar month.

"Billing Year" means the fiscal year ending June 30, provided, however, the first Billing Year shall commence on the Acceptance Date and shall end on the following September 30 and the last Billing Year shall commence on October 1 and end on the last day of the initial or any extension term of this Agreement. Each Billing Year after the first Billing Year shall commence on the October 1 following the termination of the prior Billing Year.

"Board" means the board of commissioners of the Authority as established pursuant to the Act and the Incorporation Agreement.

"Bond Delivery Date" shall mean the date the Authority closes its bond issue and accepts delivery of the Bond proceeds.

"Bond Resolution" means the resolution of the Authority which authorizes and directs the issuance of Bonds pursuant to this Agreement.

"Bondholders" means the holder of any Bond issued by the Authority pursuant to this Agreement.

"Bonds" means the revenue bonds, bond anticipation notes, revenue anticipation notes or other types of debt instruments issued by the Authority and Outstanding under the terms of this Agreement for the purposes and under the terms set forth in *Miss. Code Ann.* § 17-17-327, as amended.

"Business Day" means each day of the week except Saturday, Sunday or Legal Holidays.

"Capital Expansion Fund" means any fund created by the Authority in which shall be deposited a portion of the Tipping Fees or other Revenues to be used to pay the cost of future expansion of the Facility, its capacity or any Capital Project.

"Capital Expenditure" means any funds expended or spent for a Capital Project.

"Capital Project" means a construction or reconstruction project, beyond a normal and ordinary repair or reconstruction, which is undertaken for purposes of expanding, enlarging or improving the capacity or operation of the Project or the Project Site or any improvement thereon.

"Change in Law" means (a) the adoption, promulgation or modification after the Contract Date of any federal, state, county statute, ordinance, code or regulation not adopted, and/or officially published in The Congressional Record, The Federal Register, or with regard to the State, released by CEQ or DEQ for public comment, on or before the Contract Date, or (b) the imposition after the Contract Date of any material conditions in connection with the issuance, renewal or modification of any official permit, license or approval, which in the case of either (a) or (b) establishes requirements affecting the design, construction, startup, operation, maintenance, Facility Price or construction schedule of the Facility more burdensome than the most stringent requirements (i) in effect or proposed and published or printed as of Contract Date, (ii) agreed to in any applications of Authority for official permits, licenses or approvals pending as of Contract Date or (iii) contained in any official permits, licenses, or approvals with respect to the Facility obtained as of Contract Date. A change in federal, State, County or any other tax law shall not be a Change in Law.

"Closure" means the installation of a final cover placed on the Site or any portion thereof and compliance with all standards and requirements of state and federal regulations for the closing of a Site or portion thereof from receiving Solid Waste.

"Contract Date" means the date of the signing of this Agreement.

"Corrective Action" means any activity undertaken as a remedy or corrective means as defined and used in Subpart E 258.50 et seq. Subtitle D Regulation (40CFR258).

"County" means any county of this state.

"Current Volume" shall mean the average monthly volume of Acceptable Solid Waste disposed at the Facility during the previous twelve-month period.

"Debt Service" means the principal and interest on the Bonds and any necessary yearly fees or cost of the Trustee or Paying Agent.

"Delivery Point" means the point designated by the Authority at which Acceptable Solid Waste of the Unit of Local Government, a User, Generator or other Person, is delivered to the Authority for Disposal, whether at the Project Site or any Transfer Station.

"DEQ" means the Mississippi Department of Environmental Quality, including the Bureau of Pollution Control, as well as the assigns and/or successors of either.

"Disposal" means the discharge, deposit or dumping of Acceptable Solid Waste at a Subtitle D permitted Solid Waste Landfill or Transfer Stations of the Authority.

"Effective Date" means the Contract date being the date upon which the Agreement is entered into by the parties.

"Facility" means the Pine Belt Disposal Facility.

"Fault" of any party to this Agreement means (a) unexcused failure or refusal of such party to perform any covenant or obligation under this Agreement, or (b) any action or failure to act by such party that results from the negligence or willful misconduct of such party.

"Generator" means any person, corporation or enterprise which produces, creates or otherwise has Acceptable Solid Waste and arranges for disposal.

"Governing Body" means the elected or duly appointed officials constituting the governing body of a municipality or county.

"Hazardous Substance" means any material defined as hazardous pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., §17-17-103(f) Mississippi Code 1972 as amended and the rules, regulations and policies promulgated thereunder.

"Host County" means Perry County, Mississippi.

"Indenture" means the indenture or Trust Agreement pursuant to the Bond Resolution under which the Bonds are issued, as amended from time to time.

"Issuer" means the Authority, the issuer of the Bonds.

"Legal Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (one-half day), Christmas Day and New Year's Eve (one-half day) and such other days as may otherwise be mutually agreed upon from time to time.

"Member" means a Unit of Local Government listed in Incorporation Agreement as of the Contract Date.

"Monthly Service Fee" means the total amount due as compensation to be paid in accordance with this Agreement hereof by each Unit of Local Government, Generator, Users, Person or transporter or hauler of Acceptable Solid Waste to a Delivery Point for disposal at the Facility, for each Billing Period.

"Municipal Solid Waste" means any nonhazardous solid waste resulting from operation of residential, commercial, industrial, governmental, or institutional establishments except for Unacceptable Waste and Hazardous Materials. Provided however, Municipal Solid Waste may exclude oil field exploration and production waste, sewage sludge.

"Municipal Solid Waste Management Facility" means any land, building, plant, system, motor vehicles, equipment or other property, whether real, personal or mixed, or any combination or either thereof, used or useful or capable of future use in the collection, storage, treatment, utilization, recycling, processing, extracting, or conversion of such resources into compost or useful form of energy, transporting or Disposal of Municipal Solid Waste, including Transfer Stations, incinerators, Solid Waste Landfill Facilities or other facilities necessary or desirable for such purpose.

"Municipality" means any incorporated city or town in this state.

"Operation and Maintenance Expense" means the Authority's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Project and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the Project, and transportation cost from the Delivery Point to the Project, or Alternative Delivery Point, any amount set aside for Corrective Action, remediation, Closure and Post Closure Care or necessary to be expended for such purposes, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Authority and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under any Bond Resolution, all to the extent properly attributable to the Authority and its Project.

"Notice" shall have the meaning specified in Section 8.07.

"Outstanding" means Bonds which remain unpaid as to principal and interest at any point in time.

"Overdue Rate" means the rate of interest to be charged on unpaid and delinquent Monthly Service Fee which shall be a rate equal to the New York Prime Interest Rate on the date the fee was billed.

"Parties" means the signatories to this Agreement.

"Party" means either signatory to this Agreement.

"Permits" means all permits, licenses and approvals required to allow for the construction and operation of the Project by and in accordance with the Plans submitted with the applications for such permits, licenses and approvals.

"Person" means a person as defined in Section 17-17-3, Mississippi Code of 1972.

"Pine Belt Disposal Facility" means the regional Municipal Solid Waste Management Facility and any Transfer Station of the Authority designed or to be designed, permitted, constructed and operated in accordance with the terms and provisions of this Agreement for the disposal of Acceptable Solid Waste of the Pine Belt Region.

"Pine Belt Region" or "PBR" means the geographic region comprised of the incorporated and unincorporated areas located within Covington County, Perry County, Jones County, Stone County, Jefferson Davis County, Greene County, the Cities of Laurel, Petal and Hattiesburg, and any other City or County that becomes a member of the Authority.

"Pine Belt Solid Waste" means any Solid Waste generated within the Pine Belt Region by any Person, including without limitation, any residential, commercial, industrial, institutions for governmental generator located within the Pine Belt Region.

"Plan" means the Pine Belt Nonhazardous Solid Waste Plan required by §17-17-201 et seq.

"Plans" means the plans and specifications prepared for the operation, maintenance, and expansion of the disposal facility including all improvements thereon.

"Post Closure Care" means the care, maintenance and other requirements imposed by state and federal regulations upon a Site or portion which has been closed according to law or regulations and no longer receives Solid Waste.

"Project" means the Pine Belt Disposal Project located in Perry County, Mississippi, and its transfer stations located throughout the Pine Belt Region.

"Project Operator" shall mean the firm, corporation or other entity employed by the Authority for the purpose of operating the Project and the Transfer Stations.

"Pro Rata Share" means a fraction or percentage which represents the Unit of Local Government share of any obligation under this Agreement based upon its Voting Strength.

"Public Agency" means any incorporated city or town, county, political subdivision, governmental district or unit, public corporation, public institution of higher learning, community college district, planning and development district, or governmental agency created under the laws of the state.

"Refunding Bonds" means any Bonds issued to refinance previously issued Bonds.

"Regulatory Change" means any (a) enactment of or change in any laws, rules, regulations, ordinances, regulatory requirements or guidelines (including changes in construction or

interpretation thereof or changes in the manner or method of enforcement thereof by a state or federal regulatory agency or court of law) or (b) orders, judgments or directives of any court or governmental body or instrumentality thereof, or (c) issuance, change or modification of any permits regarding construction, use, operation, closure or post-closure care, which occurs or takes effect on or after the date of this Agreement and were unknown, unanticipated or not proposed or published as proposed on the date of this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of a substance which causes damage to the environment or is hazardous or creates a threat to the environment.

"Revenue" means:

- (i) all income and revenues from all sources, collected or received by the Authority in the operation of the Project, including without limitation except as herein expressly provided, all rentals, charges, fees, Tipping Fees, Service Fees, and User charges received by or on behalf of the Authority in its capacity as the owner of the Project by the Project Operator in its capacity as the operator of the Project or any part of the foregoing;
- (ii) all gifts, grants, reimbursements or payments received from governmental units or public agencies by the Authority or Project which are: (a) not restricted in application to a special purpose, and (b) otherwise lawfully available for the payment of charges and expenses of the Authority and or Facility;
- (iii) income received on any investment of moneys held.

"Revenue Requirement" means the revenue necessary to pay all Operation and Maintenance Expenses, and Debt Service on the Bonds, amounts necessary for the Capital Expansion Fund for the fiscal year, and amounts necessary to fund any reserve fund requirements and for Closure and Post Closure Care.

"Rubbish" means nonputrescible solid waste (excluding ashes) consisting of both combustible and non-combustible waste as defined by DEQ Regulations.

"Schedule" means a schedule which is incorporated in and made a part of this Agreement, as such schedule may be modified from time to time in accordance with the terms of this Agreement.

"Section" means a section of this Agreement.

"Service Agreement" means this Agreement or similar Agreement with a User of the Facility of the Authority.

"Site" means the property on which the Pine Belt Solid Waste Disposal Facility or a Transfer Station of the Authority is located.

"Solid Waste" means solid waste as defined in Section 17-17-3, Mississippi Code of 1972, except it shall not include Rubbish, which may be required or permitted for Disposal in a Subtitle D landfill.

"Solid Waste Landfill" means a Disposal Facility where any amount of Solid Waste, whether or not mixed with or including other waste allowed under Subtitle D of the Resource Conservation and Recovery Act of 1976, as amended, is disposed of by means of placing an approved cover thereon.

"Special Waste" means any nonhazardous waste as defined by DEQ which requires special or exceptional handling or contains an added element of expense to dispose of as determined by the Authority and requires approval from DEQ.

"State" means the State of Mississippi.

"Subtitle D Regulations" means the regulations printed in the October 9, 1991, Federal Register to be included in the Code of Federal Regulation, Title 40, Parts 257 and 258.

"Tipping Fee" shall be the per ton charge from time to time imposed by the Authority on the Unit of Local Government as set forth in Schedule 2 or any User with respect to the costs of the Authority associated with acquiring, designing, constructing and permitting, operating and maintaining the Project, which costs shall, to the extent that other revenues or funds of the Authority have not been actually applied to meet such requirements, consist of:

- (i) the amounts required to pay the costs of Operation and Maintenance Expense of the Facility.
- (ii) amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution as an operating and maintenance reserve; and
- (iii) amounts required by a Bond Resolution to be paid into any fund or account established under such Bond Resolution for any of the following purposes: construction, renewal and replacement.
- (iv) amounts required to pay the cost of the Authority's administration, billing and collection cost, debt requirements on any Bonds or debt, operation, general overhead, and planning and such professional services necessary for the administration of the Authority and the Facility.
- (v) all cost relating to claims or judgments, fines or penalties required to be paid by the Authority arising out of the acquisition, construction, operation and maintenance of the Facility or the Authority.
- (vi) such amount as shall be necessary by the Authority for any Project Cost, any fees or adjustments to a Host county, financial assurance, Closure costs, Post Closure Care, Corrective Action, remediation, planning development costs, engineering fees, cost of obtaining Permits, approvals, licenses, Project Cost, expansions, labor,

material, equipment, supplies, training and testing, insurance premiums, legal and financing fees and costs, and any cost deemed necessary to prevent the interruption of services and damage to the Facility.

- (vii) any taxes or regulation fees or charges imposed by any state, local or federal agencies on the Authority, the Facility or its permit.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means the Delivery Point for the Acceptable Solid Waste of the Unit of Local Government for transfer and transportation for Disposal by the Authority.

"Unacceptable Waste" means Hazardous Waste or any other portion of Solid Waste, the disposal of which, in the reasonable judgment of the Authority:

- (a) may present a substantial endangerment to health or safety of the public or Facility employees,
- (b) would cause applicable air quality or water effluent standards or other applicable standards or any air quality or water effluent or other permit issued to the Facility to be violated by the normal operation of the Facility.
- (c) would cause Residue to be Hazardous Waste,
- (d) has a reasonable possibility of adversely affecting the operation of the Facility, or
- (e) any waste which is not acceptable for disposal at the Pine Belt Disposal Facility under the Permit, or laws and regulations of the state and federal government.

"Unforeseen Circumstance" means any act, event or condition (other than labor strikes) that has had a material adverse effect on the rights or the obligations of the parties under this Agreement, or a material adverse effect on the Project, or the ownership, possession or operation of the Project, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, the following:

- (a) an act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility); lightning, earthquake, fire, explosion, flood, widespread pandemic, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (b) the order and/or judgment of any federal, state or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting the federal tax laws and decisions of state courts interpreting state tax laws, if it is not also the result of the willful or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order and/or judgment

nor the failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such party;

- (c) a change in law;
- (d) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, the Facility Site, or any material portion or part thereof by the action of any federal, State or local government or governmental agency or authority.

"Unit of Local Government" means the county or municipality of this state who is a party to this Agreement.

"User" means any person, individual, corporation, association, enterprise, or public agency who delivers or causes to be delivered Acceptable Solid Waste for disposal at the Facility, and including any public agency or unit of local government outside the region who may contract for disposal with the Authority.

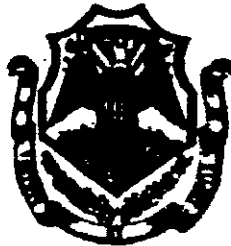
"User Charge Ordinance" means an ordinance or resolution adopted by the Authority each year, according to the terms of this Agreement, which shall set forth the charges or fees to be charged by the Authority for use of its facility and service relating thereto.

"Voting Strength" means the voting percentage of a Member as set forth in the Incorporation Agreement, as amended, changed or adjusted from time to time.

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280609

State of Mississippi



Office of
SECRETARY OF STATE
JACKSON

CERTIFICATE OF INCORPORATION
OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

The undersigned, as Secretary of state of the State of Mississippi, hereby certifies that Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of Senate Bill No. 2984, Chapter 581, Laws of 1991, have been received in this office and are found to conform to law.

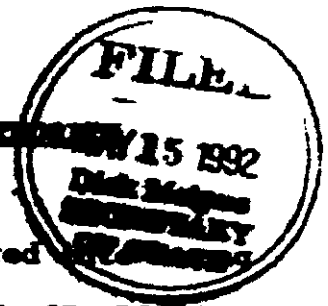
Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him, by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate of the Articles of Incorporation.

Given under my hand and seal of office, this the

15th day of May 19 92

David M. G...
SECRETARY OF STATE

**INCORPORATION AGREEMENT OF
FIVE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**



This INCORPORATION AGREEMENT is made and entered into this 15th day of January, 1992, by and between the CITY OF NATTIEBURG, MISSISSIPPI, the CITY OF LAUREL, MISSISSIPPI and the CITY OF PETAL, MISSISSIPPI, all of which are municipal corporations organized and existing under the laws of the State of Mississippi; and the BOARD OF SUPERVISORS OF COVINGTON COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS OF JONES COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS OF LAMAR COUNTY, MISSISSIPPI and the BOARD OF SUPERVISORS OF PERRY COUNTY, MISSISSIPPI; each of the above named parties being represented by its respective designated representative to act for and on its behalf in order to enter into this incorporation agreement, and all of the above named parties hereinafter being referred to as "THE PARTIES".

RECITALS:

1. The Mississippi State Legislature in its 1991 Regular Session enacted into law Senate Bill 2984 which is cited as Section 17-17-301, et seq. Mississippi Code of 1972 ("the Act"), which sets forth the authority for any unit of local government, or any combination thereof, to form a regional solid waste management authority, defines the powers and authority in connection thereto, and authorizes the siting, acquisition, construction and operation of a regional solid waste management and disposal facility.

2. The Parties hereto desire to enter into this incorporation agreement for the purpose of forming a regional solid waste management authority pursuant to the Act, to be known as Pine Belt Regional Solid Waste Management Authority (the "Authority").
3. Pursuant to the Act, the governing body of each Party hereto has duly adopted a resolution expressing its intent to exercise its authority granted under the Act, stating the necessity for the regional authority, the primary function of such regional authority and authorizing a designated representative to enter into this incorporation agreement with the other Parties hereto, certified copies of which are attached hereto.
4. It is the desire of the Parties hereto to create and establish a regional solid waste management authority as a public body corporate and politic constituting a political subdivision of the State of Mississippi, for the purpose of i) preparing and implementing a solid waste management plan, and ii) siting, owning, acquiring, constructing, equipping and operating or causing the operation thereof, of an integrated regional solid waste management and disposal facility, area transfer stations, area transportation system, and recycling and waste minimization facilities (the "Project"); to act in all respects for the benefit of the people of the State of

Mississippi in the performance of essential public functions,
and for the purpose of promoting the health, welfare, and
prosperity of the general public.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE, and the
mutual benefits accruing to the Parties, the Parties do hereby
agree as follows:

1. PARTICIPATING CITIES AND COUNTIES:

The name of each participating unit of local government and
the date on which the governing bodies thereof adopted an
authorizing resolution are as follows:

<u>Participating Government</u>	<u>Date of Resolution</u>
City of Hattiesburg	April 7, 1992
City of Laurel	February 19, 1992
City of Petal	February 18, 1992
Covington County	February 19, 1992
Jones County	February 2, 1992
Lamar County	May 5, 1992
Perry County	February 25, 1992

2. NAME:

The name of the Authority shall be "Pinebelt Regional Solid
Waste Management Authority."

3. TERM:

The Authority shall have perpetual duration unless and until
dissolved by written agreement among the Parties.

4. **REGISTERED AGENT:**

The name and address of the initial registered agent is W. Larry Harris, c/o Bolcomb, Dunbar, Connell, Chaffin & Willard, Post Office Box 2990, Suite 900, 120 North Congress Street, Jackson, Mississippi 39207.

5. **LOCATION OF PRINCIPAL OFFICE:**

The location of the principal office of the Authority shall initially be Suite 900, 120 Congress Street, Post Office Box 2990, Jackson, Mississippi 39207.

6. **DISSOLUTION:**

Upon dissolution of the Authority, the assets of the Authority, both real and personal including intangibles, shall remain vested in the Authority and shall be disposed or distributed in kind in accordance with the bylaws of the Authority.

7. **AUTHORIZATION:**

The Authority created herein shall be organized pursuant to the provisions of the Act.

8. **PURPOSE:**

The purpose for which the Authority is created shall be to (i) prepare and implement a solid waste management plan pursuant to the Act, and (ii) site, own, acquire, construct, equip,

operate or cause to be operated, an integrated regional solid waste management and disposal facility including, but not limited to, area transfer stations, area transportation system and recycling and waste minimization facilities; and (iii) to achieve those functions listed in (i) and (ii) above at the lowest possible cost.

9. APPOINTMENT OF BOARD:

Each of the Parties shall be entitled to one (1) appointment for each twelve percent (12%) increment of the total waste stream generated rounded either up or down to the nearest one twelfth (1/12) increment which percentage of the waste stream shall initially be determined by Pine Belt Regional Solid Waste Master Plan, December, 1990 as prepared by Neel-Schaffer Engineers, Hattiesburg, Mississippi. All votes of each appointee shall be equal. After the initial appointments to the Board, appointments shall be in the same manner as set forth above and shall be determined using a four (4) year average of actual waste generated and disposed of in the Regional disposal facility said four year average to begin at such time as the Regional disposal facility becomes fully operational.

The number of Commissioners initially appointed to the Board and the terms of each shall be as follows:

City of Hattiesburg	-	1 Year from Date of Appointment
City of Hattiesburg	-	2 Years from Date of Appointment
City of Hattiesburg	-	3 Years from Date of Appointment
City of Laurel	-	4 Years from Date of Appointment
City of Laurel	-	1 Year from Date of Appointment
City of Petal	-	2 Years from Date of Appointment
Covington County	-	3 Years from Date of Appointment
Jones County	-	4 Years from Date of Appointment
Jones County	-	1 Year from Date of Appointment
Lamar County	-	2 Years from Date of Appointment
Perry County	-	3 Years from Date of Appointment

Membership of the Board may be increased pursuant to Section 17-17-313(iii) and (v) of the Act. All appointments subsequent to the initial appointments shall be for a term of four (4) years.

10. REMOVAL OF COMMISSIONER:

Any appointed commissioner may be removed from serving on the Board of Commissioners by the appointing political subdivision for misfeasance, malfeasance or willful neglect of duty including failure to attend three (3) consecutive Board meetings without just cause for such absences. The appointing political subdivision shall give the Commissioner and the Board of Commissioners written notice of such removal by certified mail stating the reason(s) for such removal and designating a time and place for such Commissioner to show cause why he or she should not be removed from the Board of Commissioners.

11. DELEGATION OF POWERS AND AUTHORITY:

The Authority created hereby shall have and be entitled to exercise all of the rights and powers necessary or convenient to carry out the purposes of the Act, including without limitation the rights and powers set forth and enumerated in the provisions of the Act.

12. VESTING OF POWERS AND AUTHORITY - EFFECTIVE DATE:

The powers and authority to be vested in the Authority as set forth in the Act shall become effective at such time as each of the Parties adopts and approves a resolution designating the date or dates in which all or any portion of such power and authority shall become effective.

13. AMENDMENTS:

This incorporation agreement may be amended at any time in accordance with the provisions of the Act.

14. DESIGNATED REPRESENTATIVES:

Each Party hereto is represented by its designated representative duly authorized to execute this incorporation agreement on its behalf.

15. TERMS OF COMMISSION:

Within thirty (30) days of the final approval of this Incorporation Agreement, each respective City and County shall

duly appoint by certified resolution its Commissioner to serve on the Authority and shall designate the term in which each is to serve. Each succeeding appointment shall be made not less than thirty (30) days prior to the expiration of the term of each appointed Commissioner.

16. FISCAL YEAR:

The Authority shall be operated on a fiscal year beginning on October 1 of each year and ending September 30 of each year.

17. ACCOUNTING AND FINANCIAL REPORTING:

By January 1 of each year, the Authority shall have prepared and delivered to each City and County, an audited financial statement and report prepared according to generally accepted accounting principals which report shall set forth in detail the monetary obligations of each participating City and County to the Authority.

18. BUDGET:

By June 1 of each year, the Board of Commissioners shall prepare, adopt and approve an itemized budget and deliver the budget to each of the Parties hereto, which budget shall set forth in detail the obligations of each of the Parties hereto for the next succeeding fiscal year. The budget shall be prepared on a form approved by each of the Parties hereto.

Witness the signature of the duly appointed Designated Representative of the City of Hattiesburg, Mississippi this the 6th day of May, 1992.

CITY OF HATTIESBURG, MISSISSIPPI

BY: James B. Berry

Attest:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Hattiesburg, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Hattiesburg, Mississippi, and that for and on behalf of the said City of Hattiesburg and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 6th day of May, 1992.

Lisa J. Reid
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 24, 1995.

(SEAL)

Witness the signature of the duly appointed Designated Representative of the City of Laurel, Mississippi this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George D. Edley

Attest:
John Sellers, City Clerk

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Laurel, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Laurel, Mississippi, and that for and on behalf of the said City of Laurel and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 19th day of February, 1992.

Robert L. Bell
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept 11, 1993

(SEAL)

Witness the signature of the duly appointed Designated Representative of the City of Petal, Mississippi this the 18th day of February, 1992.

CITY OF PETAL, MISSISSIPPI

BY: [Signature]

Attest: [Signature]

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Petal, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Petal, Mississippi, and that for and on behalf of the said City of Petal and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 18th day of February, 1992.

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires August 14, 1994

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Covington County, Mississippi this the 19th day of February, 1992.

COVINGTON COUNTY BOARD OF SUPERVISORS

BY: William H. Bonard

Attest:

Eym Mayfield

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of Covington County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk, respectively, of Covington County Board of Supervisors, and that for and on behalf of the said Board of Supervisors, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 19th day of February, 1992.

Jennifer W. Collins
NOTARY PUBLIC

My Commission Expires:

2/17/95

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Jones County, Mississippi, this the 11 day of May, 1992.

JONES COUNTY BOARD OF SUPERVISORS

BY: Charles C. Miller

Attest:

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative of the Jones County Board of Supervisors, who acknowledged that he is the duly appointed Designated Representative of the Jones County Board of Supervisors, and that for and on behalf of the said Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Board to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 11th day of May, 1992.

Burling Tucker, Jr.
NOTARY PUBLIC

My Commission Expires:

1-1-95

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Lamar County, Mississippi, this the 27 day of July, 1992.

LAMAR COUNTY BOARD OF SUPERVISORS

BY: Joe W. Bryant

Attest: Wayne Smith
Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of Lamar County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk, respectively, of Lamar County Board of Supervisors, and that for and on behalf of the said County of Lamar and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 27 day of July, 1992.

Cynthia Andranth Scott
NOTARY PUBLIC

My Commission Expires:

8/29/94

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Perry County, Mississippi, this the 25 day of February, 1992.

PERRY COUNTY BOARD OF SUPERVISORS

BY: John W. Linder

Attest:

STATE OF MISSISSIPPI
COUNTY OF PERRY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of the Perry County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk respectively, of the Perry County Board of Supervisors, and that for and on behalf of the said Board of Supervisors and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 25th day of February, 1992.

Don Realy
NOTARY PUBLIC

My Commission Expires:

1-2-94

(SEAL)

STATE OF MISSISSIPPI)

COUNTY OF FORREST AND LAMAR)

I, Clarice Wansley, City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the foregoing is a true and correct copy of Orders approved by the City Council of said City at a Regular Meeting held on April 7, 1992 as the same appears for record in my office in Minute Book 1992-2 at page(s) 208-212.

WITNESS my signature and the official seal of said City on this, the 16th day of April, A. D., 1992.

Clarice Wansley
CITY CLERK

BY: Brian J. Reid
DEPUTY MUNICIPAL CLERK

(S E A L)

MOTION was made by Councilman Lawrence and seconded by Councilman Holloway to rescind action taken December 3, 1991, adopting the Pine Belt Regional Solid Waste Authority Incorporation Agreement; and adopt a Resolution adopting and approving the (revised) Pine Belt Regional Solid Waste Authority Incorporation Agreement and authorizing execution by the City's Designated Representative.

Following discussion, the motion received the affirmative vote of the Council as follows:

YEAS: Holloway
 Farris
 Lawrence

NAYS: Cummings

This being the 7th day of April, A.D., 1992.

(Copies)

**CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET**

Item No. VII-2

Council Meeting Date: 04/07/92

ITEM TITLE:

Resolution - Pine Belt Regional Solid Waste Authority
Incorporation Agreement

INTRODUCED BY: Mayor J. Ed Morgan

CONTACT PERSON/TELEPHONE: James B. Borsig

545-4504

SUMMARY EXPLANATION:

Resolution and revised Incorporation Agreement must be approved to formally begin the incorporation of the Regional Authority. No material changes have occurred since it was first adopted; changes include fiscal year, agent for process, and other minor wording clarifications.

EXHIBITS FOR REVIEW

Resolution X Ordinance Contract Minutes

Plat/Maps Other (Specify) Appendix A - Incorporation Agreement

Submittal Authorization: Council President Mayor X

STAFF RECOMMENDATION:

Rescind action taken on December 3, 1991 adopting the Pine Belt Regional Solid Waste Authority Incorporation Agreement; and adopt Resolution adopting and approving the Pine Belt Regional Solid Waste Authority Incorporation Agreement and authorizing its execution by the City's Designated Representative.

COUNCIL ACTION: Motion by: L Second by: H
Vote: Councilmember Yes No Abstain

Cummings
Holloway
Buckley
Farris
Lawrence

<u> </u>	<u> </u>	<u> </u>
<u>✓</u>	<u>✓</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>

ACTION TAKEN:

D

STATE OF MISSISSIPPI)

COUNTY OF FORREST AND LAMAR)

I, Clarice Wansley, City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the foregoing is a true and correct copy of Orders approved by the City Council of said City at a Regular Meeting held on April 7, 1992 as the same appears for record in my office in Minute Book 1992-2 at page(s) 208-212.

WITNESS my signature and the official seal of said City on this, the 16th day of April, A. D., 1992.

Clarice Wansley
CITY CLERK

BY: Lucia J. Reid
DEPUTY MUNICIPAL CLERK

(S E A L)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Hattiesburg, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972 (the "Act"), which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, the City of Hattiesburg (the "City") has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Mayor and City Council of the City do hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated, and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of appointees of each participating City and County, all as set forth in and required by the Act.
2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.
3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being James B. Borsig, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is hereby rescinded and of no further force and effect.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman Lawrence, seconded by Councilman Holloway, and was adopted by the following vote, to wit:

YEAS: Holloway
Farris
Lawrence

NAYS: Cummings

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of April, A.D., 1992.

(S E A L)

ATTEST:

Sydney Anderson
CLERK OF COUNCIL

ADOPTED:

John Bushby
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of April, A.D., 1992.

ATTEST:

Chris Wansley
CITY CLERK

ADOPTED:

Ed Manning
MAYOR

Councilman O. O. Price offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Laurel, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Councilman George Gaddy, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Councilman James B. Jones seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Councilman	<u>Roy N. Moss</u>	voted:	<u>Absent</u>
Councilman	<u>William H. Farr</u>	voted:	<u>Yea</u>
Councilman	<u>Joe H. Norman</u>	voted:	<u>Absent</u>
Councilman	<u>O. O. Price</u>	voted:	<u>Yea</u>
Councilman	<u>George Gaddy</u>	voted:	<u>Yea</u>
Councilman	<u>James B. Jones</u>	voted:	<u>Yea</u>
Councilman	<u>Melvin Mack</u>	voted:	<u>Yea</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George Gaddy

ATTEST:

Mary Beth Gask
CLERK, DEPUTY

SEAL OF MISSISSIPPI
COUNTY OF JONES
CITY OF LAUREL

I, JOHN DELANEY, Mayor of the City of Laurel, Mississippi, do hereby certify that the above is a true and correct copy of the original as same appears of record in the office of the City Clerk in the City Hall of Laurel, Mississippi.

-2-

Given under my hand and official seal, this the 27th day of March, 1992.

MARY BETH GASK, CITY CLERK

Mary Beth Gask

Alderman Clepper offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Laurel (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Councilman George Gaddy, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Councilman James B. Jones seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Councilman	<u>Roy N. Moss</u>	voted:	<u>Absent</u>
Councilman	<u>William H. Farr</u>	voted:	<u>Yea</u>
Councilman	<u>Joe H. Norman</u>	voted:	<u>Absent</u>
Councilman	<u>O. O. Price</u>	voted:	<u>Yea</u>
Councilman	<u>George Gaddy</u>	voted:	<u>Yea</u>
Councilman	<u>James B. Jones</u>	voted:	<u>Yea</u>
Councilman	<u>Melvin Mack</u>	voted:	<u>Yea</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George Gaddy

ATTEST:

Mary Beth Gask
CLERK, DEPUTY

SEAL OF MISSISSIPPI
COUNTY OF JONES
CITY OF LAUREL

I, JOHN B. Gask, Mayor of the City of Laurel, Mississippi, do hereby certify that the above is a true and correct copy of the Resolution as same appears of record in the office of the City Clerk in the City of Laurel, Mississippi.

-2-

Given under my hand and official seal, this the 27th day of March, 1992

JOHN B. GASK, Mayor, CITY OF LAUREL, MISSISSIPPI

Mary Beth Gask

STATE OF MISSISSIPPI
COUNTY OF JEFFERSON
CITY OF LAUREL

I, JOHN C. [illegible], Mayor of the City of Laurel, Mississippi, do hereby certify that the above is a true and correct copy of the instrument as the same appears of record in the office of the City Clerk in the City Hall at Laurel, Mississippi.

Given under my hand and seal of office this 5th day of

May

1922

JOHN C. [illegible]
LAUREL, MISSISSIPPI

[Signature]

Alderman Clepper offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Laurel (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Jack Gay, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.


Alderman Scott seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Alderman <u>Reuben Clepper</u>	voted: <u>YEA</u>
Alderman <u>Jerry Crowe</u>	voted: <u>YEA</u>
Alderman <u>Donald Rowell</u>	voted: <u>YEA</u>
Alderman <u>Bobby Runnels</u>	voted: <u>YEA</u>
Alderman <u>Leroy Scott</u>	voted: <u>YEA</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 18th day of February, 1992.

CITY OF PERAL, MISSISSIPPI

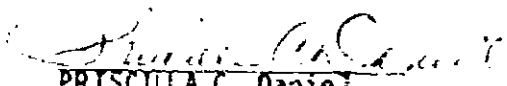
BY: 


CLERK

CERTIFICATE

I, Priscilla C. Daniel, do hereby certify that the above and foregoing is a true copy of a Resolution adopted by the Mayor and Board of Aldermen at their regular meeting of February 18, 1992 as found in Minute Book 13 Page 36.

WITNESS my signature on this the 5th day of May, A.D., 1992.


PRISCILLA C. Daniel
CITY CLERK

(SEAL)

Supervisor Flynt offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF COVINGTON COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Covington County, Mississippi has heretofore jointly funded, along with Perry, Jones and Lamar Counties and the Cities of Hattiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being William G. Leonard, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

Supervisor Mooney seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>Clarence Davis</u>	voted:	<u>aye</u>
Supervisor	<u>Howard Flynt</u>	voted:	<u>aye</u>
Supervisor	<u>William G. Leonard</u>	voted:	<u>aye</u>
Supervisor	<u>Allison Mooney</u>	voted:	<u>aye</u>
Supervisor	<u>Mason Stringer</u>	voted:	<u>aye</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

COVINGTON COUNTY, MISSISSIPPI

BY: William G. Leonard
PRESIDENT, BOARD OF SUPERVISORS

John Mayfield
CLERK

CERTIFIED a true copy of original instrument
now on record in my office. This 5th day
of May, 1992
John Mayfield
CLERK
Covington County, Miss.

Supervisor Calvin Holifield offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF JONES COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Jones County, Mississippi has heretofore jointly funded, along with Covington, Perry and Lamar Counties and the Cities of Hattiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being Charles Miller, County Administrator, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the County heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Supervisor Thomas R. Knight seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>Calvin Holfield</u>	voted:	<u>aye</u>
Supervisor	<u>John Sumrall</u>	voted:	<u>absent</u>
Supervisor	<u>Melton Saul</u>	voted:	<u>aye</u>
Supervisor	<u>Thomas R. Knight</u>	voted:	<u>aye</u>
Supervisor	<u>Jerome Wyatt</u>	voted:	<u>aye</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 2nd day of February, 1992.

JONES COUNTY, MISSISSIPPI

BY: Jerome Wyatt
PRESIDENT, BOARD OF SUPERVISORS

Roy H. Boutwell
By: Jan Turner, D.C.
CLERK

STATE OF MISSISSIPPI
COUNTY OF JONES
SECOND JUDICIAL DISTRICT

I, ROY HUNT BOUTWELL, Chancery Clerk in and for said County and State, do hereby certify that the above and foregoing is a true and correct copy of above instrument as same appears of record on file in the office of the Chancery Clerk at Laurel, Jones County, Mississippi.

-2- Given under my hand and official seal, this the 5th day of May, A.D. 19 92.

ROY HUNT BOUTWELL, Chancery Clerk
Jones County, Mississippi

By: A. Chapman, D.C.

ATTEST

A True Copy

This is the 6 day of May 1972

WAYNE SMITH, Clerk

CHANCERY COURT, LAMAR

COUNTY, MISSISSIPPI

BY *Wayne Smith*

BEFORE THE BOARD OF SUPERVISORS
OF
LAMAR COUNTY, MISSISSIPPI

RESOLUTION

Supervisor Backstrom offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF LAMAR COUNTY
(i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY
GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI
CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING
A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL
AUTHORITY: (ii) APPROVING AN INCORPORATION AGREEMENT;
(iii) AUTHORIZING THE COUNTY'S DESIGNATED
REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT
ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED
PURPOSES.

WHEREAS, Lamar County, Mississippi has heretofore jointly
funded, along with Perry, Jones and Covington Counties and the
Cities of Hattiesburg, Laurel and Petal (the "Participants"), a
comprehensive study and plan on solid waste management within a
five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991
Regular Session enacted into law, Senate Bill 2984, which is
cited as Section 17-17-301, et seq., Mississippi Code of 1972,
(the "Act") which Act is a comprehensive law setting forth the
authority to create a regional solid waste management and
disposal authority;

WHEREAS, this Governing Body has heretofore expressed its
intent to form a regional solid waste authority and has appointed
a designated representative to negotiate an Incorporation
Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the
Participants have agreed upon the content of the Incorporation
Agreement;

WHEREAS, public policy, public convenience and necessity and
the general welfare of the citizens of the County demand that the
County exercise the authority vested under the Act and
accordingly, the Governing Body of the County does hereby approve
the Incorporation Agreement in the form attached hereto and
marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle B of the Resource Conservation and Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being Supervisor Joe Bryant, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

Supervisor Barrett seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor Barrett	voted yea
Supervisor Backstrom	voted yea
Supervisor Douglas	voted yea
Supervisor Bishop	voted nay
Supervisor Bryant	voted yea

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 5th day of May, 1992.

LAMAR COUNTY, MISSISSIPPI,

BY: Don Barrett
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Wayne Smith
WAYNE SMITH, CLERK

Supervisor JOHN ANDERSON offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF PERRY COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Perry County, Mississippi has heretofore jointly funded, along with Covington, Jones and Lamar Counties and the Cities of Battiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being JOHN ANDERSON, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the County heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Supervisor JOHN GARNER seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>JOHN GARNER</u>	voted:	<u>AYE</u>
Supervisor	<u>JESSIE CLARK</u>	voted:	<u>AYE</u>
Supervisor	<u>JOHN ANDERSON</u>	voted:	<u>AYE</u>
Supervisor	<u>LAWRENCE</u>	voted:	<u>AYE</u>
Supervisor	<u>E. T. DEAKLE</u>	voted:	<u>AYE</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 25 day of February, 1992.

PERRY COUNTY, MISSISSIPPI

BY: [Signature]
PRESIDENT, BOARD OF SUPERVISORS

[Signature]
CLERK

STATE OF MISSISSIPPI
COUNTY OF PERRY

I, Dan Ready, Chancery Clerk of Perry County, do hereby certify that the foregoing is a true and correct copy of

-2- Resolution
as the same appears on file in my office.

Given under my hand and official seal on this the 25 day of May, 1992

DAN READY, Chancery Clerk
By: [Signature] D.C.

A PROFESSIONAL ASSOCIATION

430 NORTH COMMERCE STREET

SUITE 800, EASTOVER BANK BUILDING

JACKSON, MISSISSIPPI 38207-2990

TELETYPE 40-848-0000

J. F. A. HARRISON
 CHARLES E. JOHNSON
 EDWARD F. GIBBELL
 GEORGE A. WILSON
 GILBERT H. FLETCHER

[illegible]

Accordingly, enclosed herewith please find ^{two} three duplicate originals of the above referenced Incorporation Agreement. Please use one to issue a charter to the Pine Belt Regional Solid Waste Management Authority, keep another for your files, and file-mark the third and return it to me in the enclosed self-addressed stamped envelope.

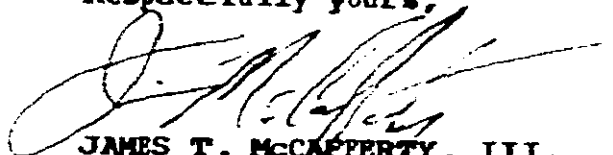
HOLCOMB, DUNBAR, CORRELL, CHAFFIN & WILLARD

Mr. Ray Bailey
Assistant Secretary of State for Corporations
May 13, 1992
Page 2

If you have any questions, please call me at 948-0048.

Thanking you for your cooperation in this matter, I am,

Respectfully yours,



JAMES T. MCCAFFERTY, III,
ONE OF THE ATTORNEYS FOR PINE BELT
REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

JTM, III/cds
Enclosures

Commissioner Gay made a motion to approve the following resolution:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY ACKNOWLEDGING RECEIPT OF APPROVAL OF AMENDMENT NO 1 TO THE INCORPORATION AGREEMENT BY THE CITIES OF LAUREL, HATTIESBURG AND PETAL AND COVINGTON AND PERRY COUNTIES; APPROVING AMENDMENT NO. 1 TO THE INCORPORATION AGREEMENT; AND FOR RELATED PURPOSES.

WHEREAS, on January 16, 1997 this Board adopted a resolution amending the Incorporation Agreement;

WHEREAS, the participating units of local government of Pine Belt have each approved the proposed amendments as required by law;

WHEREAS, the amendments were approved in compliance with Section 17-17-311, Mississippi Code of 1972, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

Section 1. That approval of the amendments to the Incorporation Agreement by the Cities of Laurel, Hattiesburg and Petal and Covington and Perry Counties are hereby acknowledged and approved in the form of such approvals as attached hereto and made a part hereof.

Section 2. That Amendment No. 1 to the Incorporation Agreement is approved and the Board hereby finds, determines and adjudicates that the Incorporation Agreement is hereby amended as set forth in Amendment No. 1 as attached hereto and made a part hereof.

Section 3. That the proof of publication of the resolution of the Board amending the Incorporation Agreement is hereby acknowledged and approved in the form attached hereto and made a part hereof.

Section 4. That the Chairman is hereby authorized and directed to file Notices of Amendment No. 1 to the Chancery Clerks of Jones, Forrest, Perry and Covington Counties and the Secretary of State as required by law.

SWORE AND

Commissioner Bell seconded the motion and a roll call vote was as follows:

Commissioner Bell	voted: <u>Aye</u>
Commissioner Buckley	voted: <u>Aye</u>
Commissioner Creel	voted: <u>Aye</u>
Commissioner Gay	voted: <u>Aye</u>
Commissioner Holloway	voted: <u>Absent</u>
Commissioner Morgan	voted: <u>Aye</u>
Commissioner Rogers	voted: <u>Aye</u>
Commissioner Sanford	voted: <u>Aye</u>
Commissioner Vincent	voted: <u>Absent</u>
Commissioner Walley	voted: <u>Aye</u>

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 13th day of March, 1997.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

BY: [Signature]

CHAIRMAN

ATTEST:

BY: [Signature]

SECRETARY

**AMENDMENT NO. 1
INCORPORATION AGREEMENT
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**

The Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority is hereby amended as follows:

1. That Jones County, Mississippi be added as a participating unit of local government in the Authority as set forth on Page 1 of the Incorporation Agreement.
2. That Lamar County, Mississippi be deleted as a participating unit of local government in the Authority as set forth on Page 1 of the Incorporation Agreement.
3. That the registered agent of the Authority as set forth in Section 1 of the Incorporation Agreement be changed to:

Executive Director
5274 Highway 29
Ovett, Mississippi 39464

4. That the location of the principal office of the Authority as set forth in Section 5 of the Incorporation Agreement be changed to:

5274 Highway 29
Ovett, Mississippi 39464

5. That the fiscal year of the Authority as set forth in Section 16 of the Incorporation Agreement shall be changed to commence on July 1 of each year and end on June 30th of the next succeeding year.

This Amendment No. 1 was approved by two resolutions of the Board of Commissioners of Pine Belt Regional Solid Waste Management Authority on January 16, 1997 and March 13, 1997.

**PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY**

By: 
Chairman

Attest:


Secretary

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING STONE COUNTY, MISSISSIPPI A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET SEQ. 1 MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss Code Ann. §17-17-301 et seq., and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones Counties and the Secretary of State; and

WHEREAS, the Authority and the Stone County Board of Supervisors ("Stone County") have each adopted a memorandum of Agreement in which the parties determined that it would be in the best interest of both parties for Stone County to become a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Stone County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement and Section 1 of the Incorporation Agreement is hereby amended, subject to Section II hereof, to reflect such addition.

SECTION 2. That the amendment set forth in Section 1 hereof shall become effective at such time as two-thirds (2/3rds) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (i) certify this resolution and transmit same to each participating Unit of Local Government for consideration; and
- (ii) cause this resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

EXHIBIT "A"

001010682

BK 376-828

SECRETARY OF STATE

SECTION 4. Upon receipt of approval of at least two thirds (2/3rds) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, and Stone Counties and the Secretary of State.

Commissioner Creel Moved the adoption of the foregoing resolution.
Commissioner Rogers seconded the motion.

A roll call vote of all Commissioners present was as follows:

Commissioner	<u>Boutwell</u>	voted:	<u>Absent</u>
Commissioner	<u>Buckley</u>	voted:	<u>Aye</u>
Commissioner	<u>Christian</u>	voted:	<u>Aye</u>
Commissioner	<u>Creel</u>	voted:	<u>Aye</u>
Commissioner	<u>DuPree</u>	voted:	<u>Aye</u>
Commissioner	<u>Hinton</u>	voted:	<u>Absent</u>
Commissioner	<u>Holliman</u>	voted:	<u>Aye</u>
Commissioner	<u>Miller</u>	voted:	<u>Absent</u>
Commissioner	<u>E. Morgan</u>	voted:	<u>Absent</u>
Commissioner	<u>M. Morgan</u>	voted:	<u>Aye</u>
Commissioner	<u>Rogers</u>	voted:	<u>Aye</u>
Commissioner	<u>Vicent</u>	voted:	<u>Aye</u>

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 8th day of May, 2002.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

BY:

CHAIRMAN

ATTEST:

BY:

SECRETARY

001010682

852978

Business ID: 588945
Date Filed: 03/24/2008 12:00 AM
C. Delbert Hosemann, Jr.
Secretary of State

F0012 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

☐

Profit

☐

Nonprofit

2. Name of Corporation

Pine Belt Regional Solid Waste Management Authority

3. The future effective date is
(Complete if applicable)

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

See attached.

Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by

☐

the incorporators

☐directors without shareholder action and
shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by

☒

the incorporators

☐board of directors without member action and
member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation

No. of outstanding
sharesNo. of votes entitled
to be castNo. of votes
indisputably represented

852978

F0012 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



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(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION**8. If the amendment was approved by the members**

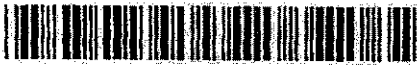
(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
See attached.			

852978

F0012 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment



(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature

(Please keep writing within blocks)

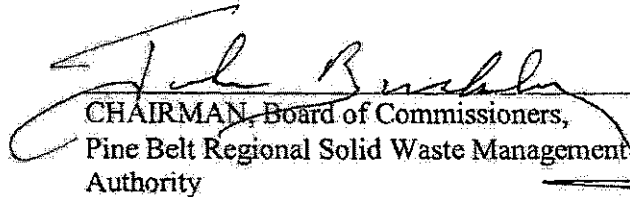
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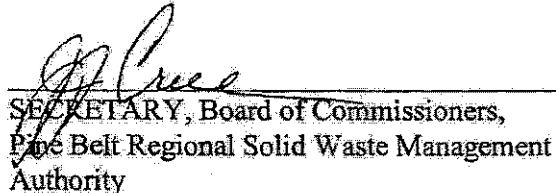
Title

CERTIFICATE

The undersigned Chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority ("the Authority") do hereby give notice that on November 14, 2007, a Resolution was adopted by the Authority amending its articles of incorporation, said Resolution being attached as Exhibit "A", and that the seven (7) Units of Government comprising the Authority adopted Resolutions Authorizing the Amendment, copies of said Resolutions being attached as Exhibits "B" through "H".

THIS the 12 day of March, A.D., 2008.


CHAIRMAN, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority


SECRETARY, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority

(SEAL)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING JEFFERSON DAVIS COUNTY, MISSISSIPPI, A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET.SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to *Miss. Code Ann. § 17-17-301 et.seq.*, and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State;

WHEREAS, Jefferson Davis County, Mississippi, by and through its Board of Supervisors ("Jefferson Davis County"), has requested membership in the Authority by letter dated October 16, 2007, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Authority has determined that it would be in the best interest of the present members of the Authority for Jefferson Davis County to become a member of the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Jefferson Davis County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement, and Section 1 of the Incorporation Agreement is hereby amended, subject to Section 2 hereof, to reflect such addition.

852978

SECTION 2. That the amendment set forth in Section 1 hereof shall become effective at such time as two-thirds (2/3) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and the Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (a) certify this resolution and transmit same to each participating Unit of Local Government for consideration; and
- (b) cause this resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

SECTION 4. Upon receipt of approval of at least two-thirds (2/3) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State.

Commissioner Vincent moved the adoption of the foregoing resolution. Commissioner Boutwell seconded the motion.

A roll call vote of all Commissioners present was as follows:

Commissioner	<u>Roy Boutwell</u>	voted: <u>Aye</u>
Commissioner	<u>John Buckley</u>	voted: <u>Aye</u>
Commissioner	<u>John Christian</u>	voted: <u>Aye</u>
Commissioner	<u>J. P. Creel</u>	voted: <u>Aye</u>
Commissioner	<u>Johnny DuPree</u>	voted: <u>Absent</u>
Commissioner	<u>Thomas Hollimon</u>	voted: <u>Absent</u>
Commissioner	<u>Charles Miller</u>	voted: <u>Aye</u>
Commissioner	<u>Tommy Rogers</u>	voted: <u>Absent</u>
Commissioner	<u>Carl Scott</u>	voted: <u>Absent</u>
Commissioner	<u>Carl Shepherd</u>	voted: <u>Aye</u>
Commissioner	<u>Terrell Tisdale</u>	voted: <u>Aye</u>
Commissioner	<u>Susan Vincent</u>	voted: <u>Aye</u>

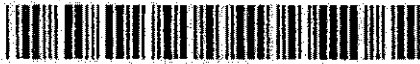
A majority of the Commissioner present voted in favor of the adoption of the resolution and the Chairman declared the resolution approved, this the 14th day of November, 2007.

3190141

Business ID: 588945
 Date Filed: 06/17/2013 08:00 AM
 C. Delbert Hosemann, Jr.
 Secretary of State

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment



The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation
☐

Profit

☐

Nonprofit

2. Name of Corporation

Pine Belt Regional Solid Waste Management Authority

3. The future effective date is
(Complete if applicable)
4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

See attached.

Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by

☐

the incorporators

☐

directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by

☒

the incorporators

☐

board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3190141

F0012 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



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(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION**8. If the amendment was approved by the members**

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
See attached.			

3190141

F0012 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature

(Please keep writing within blocks)

Printed Name

TOMMY B. ROGERS

Title

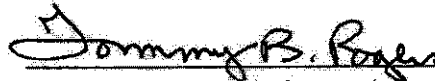
CHAIRMAN

3190141

CERTIFICATE

The undersigned Chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority ("the Authority") do hereby give notice that on February 13, 2013, a Resolution was adopted by the Authority amending its articles of incorporation, said Resolution being attached as Exhibit "A", and that the eight (8) Units of Government comprising the Authority adopted Resolutions Authorizing the Amendment, copies of said resolutions being attached as Exhibits "B" through "T".

This the 12 day of June, A.D., 2013.



CHAIRMAN, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority



SECRETARY, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING GREENE COUNTY, MISSISSIPPI, A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET. SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss. Code Ann. § 17-17-301 et. seq., and an Incorporation Agreement was filed with the Mississippi Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, and Jones counties and with the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated November 14, 2007, a copy of which was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State; and

WHEREAS, Greene County, Mississippi, by and through its Board of Supervisors ("Greene County"), has requested membership in the Authority by letter dated February 4, 2013, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Authority has determined that it would be in the best interest of the present members of the Authority for Greene County to become a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Greene County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement, and Section 1 of the Incorporation Agreement is hereby amended, subject to Section 2 hereof, to reflect such addition.

SECTION 2. That the amendment set forth in Section 1 shall become effective at such time as two-thirds (2/3) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and the Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (a) certify this Resolution and transmit same to each participating Unit of Local Government for consideration; and
- (b) cause this Resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

3190141

SECTION 4. Upon receipt of approval of at least two-thirds (2/3) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this Resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State.

A motion was made by Commissioner Shepherd to adopt the foregoing resolution for the purpose of making Greene County a legally constituted unit of local government of the Authority. The motion was seconded by Commissioner Boutwell, and the vote was a follows:

Commissioners Bayles voted:	Aye
Commissioner Boutwell voted:	Aye
Commissioner Breland voted:	Aye
Commissioner Christian voted:	Aye
Commissioner Creel voted:	Aye
Commissioner DuPres voted:	Absent
Commissioner Miller voted:	Aye
Commissioner Nutting voted:	Aye
Commissioner Rogers voted:	Aye
Commissioner Sanford voted:	Aye
Commissioner Shepherd voted:	Aye
Commissioner Tisdale voted:	Absent
Commissioner Vincent voted:	Aye
Commissioner Waits voted:	Aye

The Chairman declared the motion approved on this the 13th day of February, 2013.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

Johnny B. Rogers
Chairman



Attest:

[Signature]
Secretary

HOST COUNTY CONTRACT

This Host County Contract (the "Contract") dated as of December 22, 1992 between Perry County, Mississippi, acting by and through its Board of Supervisors (the "Board" of the "County") and Pine Belt Regional Solid Waste Management Authority, acting by and through its Board of Commissioners (the "Governing Body" of "Pine Belt").

WITNESSETH:

WHEREAS, Pine Belt is a regional solid waste management authority organized and existing pursuant to Section 17-17-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the County is a participating member of Pine Belt;

WHEREAS, Pine Belt and the County are each authorized to enter into this Contract pursuant to authority granted under the laws of the State and in particular, the Act;

WHEREAS, Pine Belt has indicated its desire and intent to acquire a site (the "Site") on which to construct, equip and operate a Municipal Solid Waste Management Facility as defined in Section 17-17-305 of the Act (together with the Site the "Project");

WHEREAS, the County has expressed its desire and intent to assist Pine Belt in acquiring the Site and to serve as host county for the Project;

WHEREAS, as an inducement from Pine Belt to the County to host the Project and assist in the acquisition, construction, equipping, and operation of the Project and from the County to Pine Belt with respect to the obligations of Pine Belt set forth below, the County and Pine Belt have agreed to execute this Contract;

WHEREAS, the County acknowledges and understands that execution of this Contract will cause Pine Belt to expend a large sum of money in connection with investigation of the Site and preparation of an application to the Permit Board of the Department of Environmental Quality (the "Permit Board", the "DEQ") for a permit to acquire, construct and operate a solid waste disposal facility in the County and if such permit is issued, will cause Pine Belt to actually acquire, construct, equip and operate a solid waste management facility within the County.

NOW, THEREFORE, THE COUNTY AND PINE BELT HEREBY AGREE AS FOLLOWS:

Section 1. Obligations of the County.

(a) The County hereby agrees to serve as "host county" for the Project in satisfaction of the requirements of the Act.

(b) The County will assist Pine Belt in the acquisition, construction, equipping and operation of the Project;

(c) The County will assist and coordinate the required improvements to the roadways leading to the Project Site to the extent that the vehicles of Pine Belt will at all times be in compliance with the laws of the State pertaining to legal weight limits; and

(d) The County will initiate a request and negotiations with the Mississippi Department of Transportation with respect to four-laning State Highway 42 from the Perry County line to the intersection of State Highway 29.

Section 2. Obligations of Pine Belt.

(a) Pine Belt will actively assist the County in its efforts to have State Highway 42 four-laned from the Perry County line to the intersection of State Highway 29;

(b) Pine Belt will pay the County One Dollar (\$1.00) for each ton of solid waste disposed of at the Project Site generated from any source, whether residential, commercial or industrial or transported by public or private hauler, within Perry County, Covington County, Lamar County, and the Cities of Laurel, Petal or Hattiesburg. Such tonnage shall be determined by an audit of the books and records maintained by Pine Belt and such payment shall be made within thirty (30) days of delivery of the audit;

(c) Pine Belt will pay the County Two Dollars (\$2.00) for each ton of solid waste disposed of at the Project Site generated from any source outside the corporate limits of any participating City or County member of Pine Belt as of the date hereof which shall be determined and paid in the manner described in the preceding subparagraph (b). This payment shall apply to any unit of local government that may become a participating member of Pine Belt after the date of this Contract;

(d) Pine Belt will reimburse the County for any exemption from ad valorem taxation granted pursuant to Section 19-5-19, Mississippi Code of 1972 to the extent and so long as the exemption is in full compliance with that law and Pine Belt grants its initial approval of such exemption;

(e) Pine Belt will assist the County in establishing the methodology, procedures and systems in order to comply with the full cost accounting obligation respecting solid waste as required by Section 17-17-347, Mississippi Code of 1972 and further, will provide the

County with the required information in order to comply with Section 17-17-347 of the Code with respect to the disposal of solid waste;

(f) Pine Belt agrees that it will not exercise its condemnation or eminent domain powers with respect to any part of the Site owned by a private citizen or resident of Perry County without the prior written approval of the County. This subsection (f) does not apply to any land owned by a corporation; and

(g) Pine Belt agrees to grant the County two (2) additional appointees to the Board of Commissioners who will begin their tenure on the Board immediately after the Site is designated and announced to the general public.

Section 3. Out of Region and Out of State Solid Waste. (a) Pine Belt shall not accept any solid waste generated outside the State of Mississippi for disposal without the prior written consent of the County.

(b) Pine Belt shall not accept any solid waste generated outside the corporate limits of the participating Cities and Counties of Pine Belt for disposal without the prior written consent of the County except for solid waste generated in any County adjacent to and adjoining any of Perry County, Covington County, Lamar County and Jones County.

Section 4. Default and Remedies.

(a) From and after the date of execution of this Contract, the County is prohibited from taking any action, without limitation, which would defeat the intention of this Contract or prevent Pine Belt from acquiring the Site or constructing or operating the Project and the County hereby agrees to such prohibition and waives all its rights, authority and defenses, under the laws of the State which are or may hereinafter be available to the County which would defeat the intention of this Contract or prevent Pine Belt from acquiring the Project Site or constructing or operating the Project.

(b) In the event subsection (a) of this Section 4 or any other provision of this Contract is held to be unenforceable by any court through any type judicial proceeding initiated by the County, the effect of which would defeat the intention of the Contract and prevent Pine Belt from acquiring the Site or constructing or operating the Project, the County hereby agrees to pay Pine Belt upon demand as damages, all amounts incurred or expended by Pine Belt in connection with the acquisition of the Project Site, the construction of the Project, the cost of preparing a permit application to the Department of Environmental Quality, including all soils and geological testing, engineering, legal and the like along with such other provable damages to Pine Belt that may accrue or which has been incurred.

Section 5. Successors in Interest. The terms and conditions of this Contract shall apply to and bind the respective successor Boards of each of the County and Pine Belt.

Section 6. Entire Agreement. This Contract contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and

contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the County and Pine Belt. Should this Contract prove inadequate to give full effect to the intent of the County and Pine Belt, each hereby covenants to enter into whatever written agreements may be necessary to effect that intent.

Section 7. Severability. In the event any of the sections of this Contract are deemed to be unenforceable, they shall not affect the enforceability of the remaining sections hereof.

Section 8. Assignability. This Contract may not be assigned by Pine Belt without the prior written consent of the County to any such assignment.

Section 9. Time of Essence. Time is of the essence with regard to all dates for performance of any obligation by either party.

Section 10. Contract Recordable. This Contract, at the option of Pine Belt or the County, may be recorded in the office of the Chancery Clerk of Perry County, Mississippi.

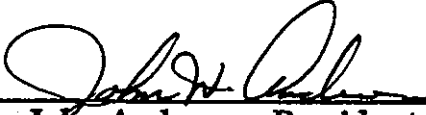
Section 11. Gender. Whenever used in this Contract, the singular number shall include the plural, the plural the singular and the sue of any gender shall include the other gender.

Section 12. Representation and Warranty. The County and Pine Belt represent and warrant, one to the other, that each is authorized under the laws of the State to execute and deliver this Contract and upon execution and delivery, that this Contract will be a legal and binding obligation of each, enforceable against each in accordance to its terms and that the Contract has been approved by the respective Governing Board of each and no further action is required in order to give legal effect to the Contract.


Section 13. Approval by Attorneys. Pine Belt and the County hereby specifically acknowledge one to the other that it has sought the representation of legal counsel in connection with the negotiation and execution of this Contract and has executed the same after being so advised by its counsel.

WITNESS THE SIGNATURES of the parties, this the _____ day of
December, 1993.

PERRY COUNTY, MISSISSIPPI

By: 
John Anderson, President,
Board of Supervisors

**PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY**

By: 
John Buckley, Chairman,
Board of Commissioners

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of December, 1993, within my jurisdiction, the within named **JOHN BUCKLEY**, who acknowledged that he is the Chairman of the Board of Commissioners, of **PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**, a Mississippi corporation and body politic, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by said corporation so to do.

Lisa J. Reid
NOTARY PUBLIC

My commission expires:

My Commission Expires September 24, 1995.

STATE OF Miss.

COUNTY OF Perry

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of Dec., 1993, within my jurisdiction, the within named **JOHN ANDERSON**, who acknowledged that he is the President of the **BOARD OF SUPERVISORS, PERRY COUNTY, MISSISSIPPI**, a body politic, and that for and on behalf of the Board of said County, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by the Board of said County so to do.



NOTARY PUBLIC

My commission expires:

1-2-96

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601) 545-6676

Fax (601) 545-6665

FISCAL YEAR 2025 DISPOSAL RATES EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

Municipal Solid Waste:

Gate Rate: \$46.20/Ton

Authority Members \$37.75/Ton

Asbestos Containing Material - Non-Friable:

\$51.00/Ton

Asbestos Containing Material - Friable

\$24.75/CY**

Contaminated Soil:

\$51.00/Ton

Contaminated Soil Disposed in Drums:

\$102.00/Drum

Industrial Processed Materials:

\$51.00/Ton

Industrial Processed Material Disposed in Drums:

\$102.00/Drum

Solidification

\$204.00/Ton

Solidification in Drums

\$204.00/Drum

Laurel Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Hattiesburg Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Covington County Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Minimum Charge \$10.00

Sanitary Landfill Rubbish Gate Rate: \$16.00/CY**

** Cubic Yard is charged by the size of the container regardless of volume in container.

Ex. 40-yard container x \$16.00 = \$640.00

***LOADS COMMINGLED WITH RUBBISH WILL BE CHARGED AT \$16.00/cy

Charge to correct scale tickets:

\$50.00 per ticket

SCHEDULE 5

Voting Strength Schedule

The percentage of each Member of the Authority which is defined as Voting Strength in the Service Agreement is based on residential tonnage delivered to the Authority for the four (4) fiscal years ending June 30, 2024, as set forth below:

<u>Member</u>	<u>Voting Strength/Tonnage</u>
City of Hattiesburg	23.88%
City of Laurel	12.57%
City of Petal	8.69%
Covington County	6.48%
Greene County	6.74%
Jefferson Davis County	5.46%
Jones	22.93%
Perry	6.20%
Stone	7.03%
TOTAL	100.00%