

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI AT 7:00P.M. ON TUESDAY JUNE 18, 1996 IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT SHELBY L. TIMS
OTHERS PRESENT	CHIEF WAYNE MURPHY FIRE CHIEF AUBRA EVANS DAN TOLBERT AND OTHERS

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY SHELBY TIMS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AMENDMENTS TO THE AGENDA:

ADD:

X. GENERAL BUSINESS

13. FINAL PAYMENT BEAULAH FREEMAN/EDDIE LOPER 1994 HOME PROJECT

XII. ORDERS & ORDINANCES

C. APPOINTMENTS TO PLANNING & BOARD OF ZONING APPEALS IN WARD 2

THEREUPON, ALDERMAN TIMS MADE A MOTION TO ADOPT THE FOREGOING AMENDMENTS TO THE AGENDA. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF JUNE 4, 1996 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL AS WRITTEN. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT BUT THERE WAS NONE.

WHEREAS, MAYOR GAY STATED THAT MISSISSIPPI PIPE SUPPLY HAD QUOTED A PRICE OF \$716.00 FOR A WATER TAP ON MCAULAY DRIVE INTO A C-900 PIPE, BUT THE JOB REQUIRED TAPPING INTO AN A/C PIPE WHICH WILL INCREASE THE COST OF THE PROJECT TO \$853.00.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE INCREASED COST OF THE PROJECT. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE SOLID WASTE SERVICE AGREEMENT BETWEEN THE CITY OF PETAL AND THE PINE BELT SOLID WASTE AUTHORITY.

SEE EXHIBIT "A"

AGREEMENT

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR NOMINATIONS FOR THE APPOINTMENT OF MAYOR PRO-TEM.

THEREUPON, ALDERMAN TIMS MADE A MOTION THAT ALDERMAN LEROY SCOTT BE APPOINTED AS MAYOR PRO-TEM TO SERVE FROM JULY 1, 1996 UNTIL JULY 1, 1997. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED KENNETH R. WEST RESIGNATION FROM THE BOARD OF ZONING APPEALS.

SEE EXHIBIT "B"

LETTER - KEN WEST

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ACCEPT KENNETH R. WEST'S RESIGNATION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPOINT HULLETT MOORE TO FILL THE UNEXPIRED TERM ENDING IN JULY OF 1997 OF THE WARD 3 APPOINTMENT TO THE BOARD OF ZONING APPEALS. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE INTERLOCAL COOPERATION AGREEMENT FOR THE HAZARDOUS INCIDENT RESPONSE TEAM (HIRT) BETWEEN THE CITY OF PETAL AND THE CITY OF HATTIESBURG.

SEE EXHIBIT "C"

INTERLOCAL AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ENTER INTO THE INTERLOCAL AGREEMENT WITH THE CITY OF HATTIESBURG. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROPOSED AMENDMENTS TO THE PERSONNEL MANUAL.

SEE EXHIBIT "D"

PERSONNEL POLICY AMENDMENTS

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING PERSONNEL POLICY AMENDMENTS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ALCOHOL AND CONTROLLED SUBSTANCE POLICY FOR THE CITY.

SEE EXHIBIT "E"

CITY OF PETAL ALCOHOL AND CONTROLLED SUBSTANCE POLICY

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING POLICY AND TO MAKE THIS POLICY EFFECTIVE OCTOBER 1, 1996. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF MAY.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE REVENUES AND EXPENDITURES REPORT FOR MONTH OF MAY. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD.

A) ORDINANCE # 1979 (42-A91)

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR THE REFUND OF A \$50.00 FEE FOR THE ELECTRICAL EXAM FROM MR. JIM SUMRALL.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO REFUND MR. SUMRALL THE \$50.00 FEE SINCE HE DID NOT TAKE THE EXAM. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND THE PETAL SCHOOL DISTRICT FOR THE SENIOR CITIZENS MEALS.

SEE EXHIBIT "F"

CONTRACT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH THE PETAL SCHOOL DISTRICT FOR THE SENIOR CITIZENS MEALS. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT IT IS HIS RECOMMENDATION THAT JEFFREY ESTES BE TRANSFERRED FROM THE SOLID WASTE DEPARTMENT TO THE STREET DEPARTMENT EFFECTIVE JUNE 6, 1996.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO TRANSFER MR. ESTES TO THE STREET DEPARTMENT EFFECTIVE JUNE 6, 1996. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC. THAT THE CITY PAY THE FINAL PAYMENT TO BEULAH FREEMAN/EDDIE LOPER IN THE AMOUNT OF \$10,164.00 AND A PAYMENT TO LANSDALE TERMITE AND PEST CONTROL FOR THE TERMITE TREATMENT OF MS. FREEMAN'S HOME.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO MAKE THE PAYMENTS AS REQUESTED BY NEEL-SCHAFFER, INC. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST TO TRAVEL TO THE MISSISSIPPI ECONOMIC DEVELOPMENT COUNCIL CONFERENCE IN BILOXI ON JULY 17 - 19, 1996.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE MEDC CONFERENCE AND TO PAY HIS EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE CHANGING THE LOCATION OF THE POLLING PLACE FROM THE W.L. SMITH ELEMENTARY TO THE PETAL CIVIC CENTER AND CHANGING THE NAME OF THE VOTING PRECINCT TO THE PETAL CIVIC CENTER VOTING PRECINCT AND CHANGING THE LOCATION OF THE POLLING PLACE FROM THE PETAL MIDDLE SCHOOL GYM TO THE PETAL MASONIC LODGE AND CHANGING THE NAME OF THE VOTING PRECINCT TO THE PETAL MASONIC LODGE PRECINCT.

SEE EXHIBIT "G"

ORDINANCE 1985 (A-2)

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING ROBERT BONNER IN THE SOLID WASTE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE SOLID WASTE DEPARTMENT.

IT IS HEREBY ORDERED THAT ROBERT BONNER BE HIRED AS A LABORER IN THE SOLID WASTE DEPARTMENT AT A RATE OF \$5.50 PER HOUR EFFECTIVE JUNE 17, 1996.

SO ORDERED ON THIS THE 18TH DAY OF JUNE, A.D., 1996.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION TO APPOINT MS. PAT WARE AND MS. VERNA SMITH AS WARD II MEMBERS OF THE PETAL PLANNING COMMISSION TO SERVE UNTIL JULY 2001. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION TO APPOINT DR. KIM PUCKETT TO THE ZONING BOARD OF APPEALS. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE REQUEST FOR PROPOSAL HAS BEEN COMPLETED FOR THE COLLECTION OF RESIDENTIAL GARBAGE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADVERTISE THE REQUEST FOR PROPOSAL AND TO OPEN THE PROPOSALS AT THE REGULAR MEETING OF AUGUST 6, 1996. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT LOVITT EQUIPMENT HAS GIVEN AN ESTIMATE OF \$2,100. TO ATTACH THE CITY'S DITCHER TO THE TRACTOR PURCHASED FROM THE CITY OF HATTIESBURG.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE EXPENDITURE OF UP TO \$2,100. PROVIDED THAT LOVITT KEEP THE MAYOR ADVISED BEFORE ANY ADDITIONAL CHARGES ARE ADDED. ALDERMAN TIMS SECONDED THE MOTION.

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY.

WHEREAS, ALDERMAN SCOTT MADE A MOTION TO CLOSE THE MEETING TO DETERMINE IF AN EXECUTIVE SESSION WILL BE REQUIRED. ALDERMAN TIMS SECONDED THE MOTION.

THEREUPON, MAYOR GAY REOPENED THE MEETING.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS. ALDERMAN CLEPPER SECONDED THE MOTION.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

NO OFFICIAL ACTION WAS TAKEN DURING THE EXECUTIVE SESSION.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

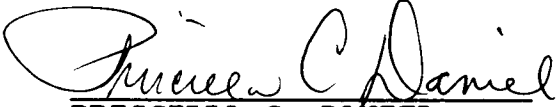
THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 18TH DAY OF JUNE, A.D., 1996.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

6.01	Effect of Covenant	31
6.02	Covenants and Agreement of Unit of Local Government	31
6.03	Powers as to Bonds and Pledge	31
6.04	Obligation for Pro Rata Share of Bonded Debt	32
6.05	Payment of Fees - Pledge for Bonds	33
6.06	Further Assurance	34
6.07	Authority's Covenants with Respect to Service	34
6.08	Compliance with Law	35
6.09	Other Facilities	35
6.10	Member Advances	36

SOLID WASTE DISPOSAL SERVICE AGREEMENT

BETWEEN

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

AND

CITY OF PETAL, MISSISSIPPI

ARTICLE VII

DEFAULTS AND TERMINATION

7.01	Events of Default by Authority	36
7.02	Events of Default by Unit of Local Government	36
7.03	Specific Performance: Remedies for Authority Events of Default	36
7.04	Specific Performance: Remedies for Unit of Local Government Default	37
7.05	Termination of Agreement	37

ARTICLE VIII

REPRESENTATIONS

8.01	Representations of the Unit of Local Government	38
8.02	Representations of the Authority	40

ARTICLE IX

FURTHER AGREEMENTS

9.01	Licenses, Approvals and Permits	42
9.02	Actions Affecting the Project	42
9.03	Contracts With Others	43

PR36.10
Solid Waste Disposal Service Agreement
City of Petal

SOLID WASTE DISPOSAL SERVICE AGREEMENT

TABLE OF CONTENTS

Page No.

ARTICLE I

DEFINITIONS AND SCHEDULES

1.01	Certain Definitions	2
1.02	Schedules Incorporated by Reference	2

ARTICLE II

CONDITIONS PRECEDENT

2.01	Conditions Precedent to the Obligations and Liabilities of the Unit of Local Government	3
2.02	Conditions Precedent to the Rights, Obligations and Liabilities of the Authority	5
2.03	Satisfaction of Conditions Precedent	8

ARTICLE III

PURPOSE OF CONTRACTS; ACKNOWLEDGEMENTS

3.01	Agreement to Construct and Operate	8
3.02	Acquisition of Facilities	9

ARTICLE IV

OPERATIONS OF DISPOSAL FACILITIES

4.01	Term	12
4.02	Agreement to Operate	13
4.03	Delivery Obligation	13
4.04	Acceptance Obligation	13

4.05	Quality	14
4.06	Unacceptable Solid Waste	14
4.07	Right of Inspection	14
4.08	Operation and Maintenance	15
4.09	Alternate Delivery Points	15
4.10	Use of Other Sites	16
4.11	Weighing of Delivery Vehicles and Solid Waste	17
4.12	Delivery Procedure Manual	17
4.13	Acceptance/Rejection of Solid Waste	18
4.14	Testing of Scale	19
4.15	Reports of Deliveries	19
4.16	Completion Date	20
4.17	Flow Control	20
4.18	Operating Rules and Regulations	21

ARTICLE V

COST OF SERVICES, EXPENSES AND BILLING

5.01	Agreement to Pay	22
5.02	User Charge Ordinance	22
5.03	Service Fee After Completion Date	22
5.04	Host Member	23
5.05	Billing of Monthly Service Fee	23
5.06	Other Users Payment	24
5.07	Accounts and Reports	24
5.08	Funds Established	25
5.09	Expansions and Limitation on Additional Capital Projects	26
5.10	Cost Reduction	27
5.11	Unforeseen Circumstances	27
5.12	Review of Rates	28
5.13	Authority's Budget	28
5.14	Adjustment to Tipping Fees	29
5.15	Regulatory Changes or Additional Requirements	29
5.16	Limitation of Financial Obligation - Unit of Local Government	30

9.04	Additional Member Unit of Local Government	44
9.05	Overdue Obligations to Bear Interest	44
9.06	Insurance	44
9.07	Notice	44
9.08	Change for Notice	45
9.09	Waiver	45
9.10	Governing Law	46
9.11	Severability	46
9.12	Headings for Convenience	46
9.13	Rules and Regulations	46
9.14	Amendment of Contract	47
9.15	Opinion of Counsel of the Authority	47
9.16	Opinion of Counsel of the Unit of Local Government	48
9.17	Impairment of Contracts	48
9.18	Entirety	49
9.19	Conventions	49
9.20	Interlocal Agreement	49

PR36.10
Solid Waste Disposal Service Agreement
City of Petal

SOLID WASTE DISPOSAL SERVICE AGREEMENT

THIS SOLID WASTE DISPOSAL SERVICE AGREEMENT (the "Agreement") is made and entered into as of July 1, 1996, between 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 Petal, Mississippi (the "Unit of Local Government")

BACKGROUND

WHEREAS, the Authority will design, construct, start up, own, operate and maintain or cause to be designed, constructed, operated and maintained, a Project for disposing of Acceptable Solid Waste, all in accordance with the terms and conditions hereof.

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 and to produce a completed and operational Project in accordance with this Agreement. The Unit of Local Government further proposes to deliver or cause to be delivered all of its Acceptable Solid Waste to the Project and desires that the Authority operate the Project to dispose of Acceptable Solid Waste.

WHEREAS, the Unit of Local Government

PR36.10
Solid Waste Disposal Service Agreement
City of Petal

PR36.10
Solid Waste Disposal Service Agreement
City of Petal

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 I. 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 I - Definitions
- (b) Schedule II - Tipping Fee Schedule
- (c) Schedule III - Voting Strength Percentage
- (d) Schedule IV - Insurance
- (e) Schedule V - Incorporation Agreement
- (f) Schedule VI - Host County Agreement

ARTICLE II

CONDITIONS PRECEDENT

2.01 Conditions Precedent to the Obligations and Liabilities of the Unit of Local Government. The obligations and liabilities of the Unit of Local Government under this Agreement shall be subject to the satisfaction [or to waiver by the Unit of Local Government] of each of the conditions precedent set forth in this Section 2.01 on or prior to the Bond Delivery Date.

- (a) All applicable environmental and other governmental permits, licenses and authorizations that are necessary for the design, construction, start up, and operation of the Project shall have been obtained and apply equally to all Members, and do not otherwise materially affect any Member's obligation or right under this Agreement.
- (b) The Bonds shall have been issued on the Bond Delivery Date, and the proceeds thereof shall be sufficient to pay the Project Cost.
- (c) The representations of the Authority set forth in Section 8.02 hereof shall be true and correct in all material respects as of the Bond Delivery Date as if made on and as of such date.
- (d) No action, suit, or proceeding or official investigation shall have been publicly announced or commenced by any Person or any Federal, State or local governmental authority or agency, or in any Federal, State or local court, (excluding any action, suit, proceeding or official investigation which in the opinion of counsel acceptable to the Authority and the Unit

of Local Government is without merit), that challenges the validity of this Agreement or any of the agreements contemplated hereby including any contracts to construct, operate and maintain the Project, or seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree against the Unit of Local Government or the Authority with respect to this Agreement or any of the transactions contemplated hereby, including any contract to construct, operate or maintain the Project.

(e) After the Contract Date and on or before the Bond Delivery Date, (i) no change in, addition to or deletion of any provision of any applicable federal, state or local law, or any applicable federal, state or local statute, regulation thereunder or interpretation thereof by any applicable regulatory authority or court, shall be made, and (ii) no bill shall be introduced in (A) either house of the United States Congress or (B) the State legislature, and reported out by committee for action by such legislative body, and (iii) no lawsuit or legal action shall have been filed, that would make the execution, delivery or performance by the Unit of Local Government of this Agreement or any of the agreements contemplated hereby, including any contract or applicable permit to construct, operate or maintain the Project, a violation of any law, statute or regulation, or materially increase the cost to the Unit of Local Government of performing its obligations under this Agreement.

(f) Any and all of the documents, instruments and agreements delivered on or

EXHIBIT "A"

being signed by the Unit of Local Government that any such document, instrument or agreement the form of which is set forth in a Schedule to this Agreement on the Contract Date that is executed and delivered in substantially such form, is and shall be in form and substance reasonably satisfactory to the Unit of Local Government), and shall be valid, in full force and effect and enforceable against each party thereto on the Bond Delivery Date and no such document, instrument or agreement shall be subject to the satisfaction of any outstanding condition precedent except those expressly to be satisfied only after the Bond Delivery Date.

(g) The Authority shall have acquired the Site of the Solid Waste Landfill to be operated by the Authority and the Transfer Station or Delivery Point for the Unit of Local Government party to this Agreement, if applicable, reflecting fee simple title in the name of the Authority, as record owner, and not subject to any exceptions which are not acceptable to the Authority or Unit of Local Government.

2.02 Conditions Precedent to the Rights, Obligations and Liabilities of the Authority. The obligations and liabilities of the Authority under this Agreement shall be subject to the satisfaction [or to waiver by the Authority] of each of the conditions precedent set forth in this Section 2.02 on or prior to the Bond Delivery Date.

(a) All applicable environmental and other governmental permits, licenses and authorizations that are (i) necessary for the design, construction, start up, and operation of the Project, including all permits for the Project shall have been obtained and (ii) all conditions contained in any such permit, license or authorization shall be acceptable to the Authority.

(b) The Bonds shall have been issued on the Bond Delivery Date and the proceeds thereof shall be sufficient to pay the Project Cost.

(c) The Authority shall have acquired the Site of the Solid Waste Landfill to be operated by the Authority and the Transfer Station or Delivery Point for the Unit of Local Government party to this Agreement, if applicable, free and clear of all liens and encumbrances except liens and encumbrances which are acceptable to the Authority.

(d) The representations of the Unit of Local Government in Section 7.01 hereof shall be true and correct in all material respects as of the Bond Delivery Date as if made on and as of such date.

(e) The Authority shall have received an opinion of counsel to the Unit of Local Government, and such opinions of counsel for the other parties to the agreements contemplated by this Agreement, each dated the Bond Delivery Date, covering such matters as the Authority may reasonably request or as may be necessary in order to issue and deliver the Bonds.

(f) No action, suit, or proceeding or official investigation shall have been publicly announced or commenced by any federal, State or local governmental authority or agency, or in any federal, State or local court (excluding any action, suit, proceeding or official investigation which, in the opinion of counsel acceptable to the Authority and the Unit of Local Government, is without merit), that challenges the validity of this Agreement, the Bonds or any of the agreements contemplated hereby, including any contract to construct,

operate or maintain the Project, or seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree against the Authority with respect to this Agreement or any of the transactions contemplated hereby, including any contract to construct, operate or maintain the facilities.

(g) After the Contract Date and on or before the Bond Delivery Date, (i) no change in law shall have occurred, or (ii) no bill shall be introduced in (A) either house of the United States Congress or (B) the State legislature, and reported out by committee for action by such legislative body, and (iii) no lawsuit or legal action shall have been filed that would make the execution, delivery or performance by the Authority of this Agreement or any of the agreements contemplated hereby, including any contract or applicable Permit to construct, operate and maintain the Project a violation of any law, statute or regulation, or materially increase the cost to the Authority of performing its obligations under this Agreement above the bonded limit set forth in Section 3.02.

(h) All of the documents, instruments and agreements delivered on or before the Bond Delivery Date in connection with the transactions contemplated or required by this Agreement shall be in form and substance reasonably satisfactory to the Authority (it being agreed by the Authority that any such document, instrument or agreement the form of which is set forth in a Schedule to this Agreement on the Contract Date that is executed and deliv-

Authority), and shall be valid in full force and effect and enforceable against each party thereto.

**CITY OF PETAL
MINUTE BOOK 15**

Resolution to be made from the proceeds of Bonds established

PAGE 559

2.03 Satisfaction of Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the foregoing conditions precedent and each party shall give prompt notice to the other party when such conditions precedent shall have been satisfied or shall have been waived in writing by the party whose obligation is conditioned thereon. Notwithstanding the foregoing, neither party shall be relieved of its obligations hereunder by the failure to satisfy any condition precedent to the extent that the satisfaction of such condition is within such party's control.

EXHIBIT "A"

under the Bond Resolution, and all other expenditures incident or convenient to the acquisition, design, permitting or construction of the Project and the acquisition, construction, replacements, repairs, modifications, improvements, and betterments thereto including the payment of existing short term debt incurred in connection with site acquisition, permitting and construction of Transfer Stations. The Authority may issue Refunding Bonds at such time prior to the maturity of the Bonds to be refunded as the Authority shall determine, and 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. However, any notes of indebtedness, Bonds, or Refunding Bonds issued by the Authority shall not have a maturity greater than the Term of this Agreement nor operate to extend the maturity of any indebtedness beyond the Term of this Agreement.

(c) The Authority shall not be liable for damages or breach of contract in the event the acquisition or construction of the Project shall be delayed or not completed for circumstances reasonably beyond the control of the Authority, such as (without limiting the generality of the foregoing) acts of God, strikes, labor disputes, accidents, laws of the United States or the State, regulations or orders of governmental agencies, judicial decrees, inability to obtain or install equipment, inability to provide necessary financing, inability to secure labor, inclement weather or acts or neglect of the Unit of Local Government or its agents or employees. Notwithstanding the foregoing, the Unit of Local Government shall remain liable

ARTICLE III

PURPOSE OF CONTRACTS: ACKNOWLEDGEMENTS

3.01 Agreement to Construct and Operate. (a) It is hereby recognized and declared that, in accordance with provisions of the Act, the Authority will design, establish and operate or cause to be designed, established and operated, the Project for the effective disposal of Acceptable Solid Waste to be received from any Unit of Local Government or Public Agency contracting with the Authority therefor. Toward that end, and subject to the terms of this Agreement, the Authority will acquire, plan, construct, finance, operate and maintain the Project or enter into contracts for the acquisition, design, construction, organization, operation and maintenance of the Project or any part thereof, and the Unit of

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-8-

Local Government will deliver to the Authority for Disposal all of the Acceptable Solid Waste over which the Unit of Local Government has legal authority to control or compel Disposal.

(b) The Authority will make every effort in cooperation with the Unit of Local Government to construct and make the Project available to accept Acceptable Solid Waste of the Unit of Local Government for disposal on the earliest possible date, provided, however if for any reason the Project shall not be timely constructed and becomes operational, the Authority shall continue to remain responsible under the terms of this Agreement to properly dispose of the Unit of Local Government's Acceptable Solid Waste and make available an Alternative Disposal Site or such Alternative Delivery Points as may be necessary at a unit price mutually agreeable to both the Unit of Local Government and the Authority.

(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.

3.02 Acquisition of Facilities. (a) Upon the effective date of this Agreement, the Authority shall continue and proceed with the acquisition and construction of the Project,

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-9-

and shall have full discretion in determining the nature, design, size, capacity, route, location and time of construction of all components of the Project and may enter into any contract it may deem appropriate and necessary for the acquisition, design, finance, construction, operation and maintenance of the Project subject to the limits presented in Section 3.02(b). 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 Project as the Authority deems consistent with the Plans and the Permits. All expansion, extensions, and improvements to the Project shall be funded by the Capital Expansion Fund or as provided in Section 3.02(b).

(b) The Unit of Local Government and the Authority agree that the Authority may issue its Bonds at such times or from time to time and in such amounts as the Authority shall deem necessary or advantageous, but not to exceed \$10,000,000 without the prior written approval of Units of Local Government as provided for in Section 5.09(a) hereof, 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 acquiring, designing, Permitting and constructing the Project. Provided, however, the maturity on the first Bonds issued by the Authority may not exceed twenty years. 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 Project, expenses incident to the issuance

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-11-

and obligated at all times for the payments established under this Agreement whether or not the acquisition or construction of the Project is completed.

(d) In addition to the amounts otherwise required to be paid hereunder, the Unit of Local Government shall reimburse the Authority for any monetary penalties imposed on the Authority by any instrumentality or agency of the State or the United States of America because of any action or failure to take action on the part of the Unit of Local Government or its representative to the Authority with regard to the Unit of Local Government's collection and delivery of Acceptable Solid Waste to the Project or its use of the Project.

(e) The Authority will furnish and make the Project and services provided for hereunder available 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 IV

OPERATIONS OF DISPOSAL FACILITIES

4.01 Term. The term of this Agreement (the "Term") shall be the period commencing on the date of execution and delivery of this Agreement by the parties hereto and ending on the later of (i) the twentieth (20th) anniversary date of the Bond Delivery Date,

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-12-

(ii) the day after the last maturing principal and interest on the Bonds is paid, irrespective of the date such payment was due unless earlier terminated pursuant to this Agreement.

4.02 Agreement to Operate. On and after the Bond Delivery Date the Authority agrees to exercise all reasonable efforts to construct and operate the Project in compliance with all EPA and/or DEQ or other applicable regulatory agency or court orders, regulations, requirements, obligations, conditions and permits, and in accordance with good operating practice.

4.03 Delivery Obligation. From and after the Acceptance Date and until this Agreement is terminated or expires, the Unit of Local Government shall deliver or cause to be delivered to the Authority at the designated Delivery during each calendar year all acceptable Solid Waste generated within the jurisdiction of the Unit of Local Government over which it has legal authority to control or compel disposal. Provided, however, such obligations shall not require any Unit of Local Government to include Rubbish or yard waste which may otherwise be delivered to a Rubbish site or compost facility nor shall such requirement prohibit the source separation of material for purposes of recycling from Solid Waste prior to collection for disposal, but, the construction or operation of a resource recovery facility by the Unit of Local Government is not permitted unless specifically

Solid Waste generated within the jurisdiction of the Unit of Local Government or collected by the Unit of Local Government, subject to the rejection rights described in Section 4.13 that is delivered or caused to be delivered to the Authority's designated Delivery Point during 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 Solid Waste which does not constitute Acceptable Solid Waste.

4.05 Quality. The Unit of Local Government 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.

4.06 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 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.

4.07 Right of Inspection. The Authority in its sole discretion shall have the right to inspect the content 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 pursuant to Section 4.13.

4.08 Operation and Maintenance. On and after the Completion Date 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.

4.09 Alternate Delivery Points. If an Unforeseen Circumstance prevents the Authority from accepting at a Delivery Point any Acceptable 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.

4.10 Use of Other Sites. On any Business Day in which an Alternative Delivery Point has been designated as the Delivery Point pursuant to Section 4.09, the Unit of Local Government may at its own expense dispose of its Acceptable Solid Waste at a solid waste disposal facility of its choice other than such Alternative Delivery Point provided that it gives

Business Day(s) in question of its decision not to deliver to the Alternative Delivery Point designated by the Authority.

4.11 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 Acceptable 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 Acceptable 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.

4.12 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.

4.13 Acceptance/Rejection of Solid Waste. (a) Ownership of Acceptable Solid Waste delivered to the Delivery Point shall not pass to the Authority until and unless such Acceptable Solid Waste is accepted by the Authority

(b) The Authority shall have the right to reject any portion of the Solid Waste if the Authority determines does not constitute Acceptable Solid Waste.

(c) Upon rejection of any 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 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 the Solid Waste described in (a) and (b) below from the Delivery Point and dispose of in any manner which is in compliance

with laws and regulations and is appropriate given the nature of the solid waste (a) any solid waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle within one hour and (b) 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 Solid 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 Unit of Local Government responsible for the delivery. With respect to such rejected Solid 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 Solid Waste. All Users shall exclude from delivery at any Delivery Point any Unacceptable Waste.

4.14 Testing of Scale. The scale at the Delivery Point shall be tested for accuracy at the expense of the Authority at least once every six (6) 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.

4.15 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

"Monthly Report") describing on a per day and per vehicle basis the quantity of Acceptable Solid Waste charged against the account of the Unit of Local Government during the Billing Period, 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 accuracy of any Monthly Report.

4.16 **Completion Date.** It is the intent of this Agreement that the Project be completed and operational as soon as possible. During construction and prior to completion of the Project, the Authority shall continue to provide the Unit of Local Government an Alternative Disposal Site for the disposal of the Acceptable Solid Waste of the Unit of Local Government.

On the Project Completion Date, the Authority shall give Notice to the Unit of Local Government that the Project has been completed and is capable of receiving Acceptable Solid Waste for Disposal.

4.17 **Flow Control.** If the Authority adopts a resolution pursuant to § 17-17-319 Miss. Code of 1972, 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 such Solid Waste located or residing within the boundaries of the

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-20-

jurisdiction of the Unit of Local Government, then such Unit of Local Government shall comply 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 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.

4.18 **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 the Project which are not inconsistent with the terms, rights, and obligations under this Agreement, the Incorporation Agreement or the Act.

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-21-

ARTICLE V

COST OF SERVICES, EXPENSES AND BILLING.

5.01 **Agreement to Pay.** In recognition of the Authority's agreement to design, permit, acquire, construct and operate the Project, the Unit of Local Government agrees to pay to the Authority a Monthly Service Fee, as defined in Section 5.03. The obligation to pay the Monthly Service Fee shall continue for the term of this Agreement.

5.02 **User Charge Ordinance.** The Authority shall establish, fix, prescribe and collect a Tipping Fee for each Ton of Acceptable Solid Waste delivered to a Delivery Point, which Tipping Fee shall be uniform for all Members of the Authority (except the Host) and all Generators within the jurisdiction of Members by adopting a User Charge Ordinance 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 for 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.

5.03 **Service Fee After Completion Date.** After the Completion Date, the Authority shall provide notification of the date of the first Billing Period at which time the Unit of Local Government shall pay a Monthly Service Fee to the Authority.

Authority at the designated Delivery Point by the Unit of Local Government during the Billing Period. The initial tipping fee will be \$29.54/Ton, subject to adjustment as provided in

Article II.

5.04 **Host Member Fee.** In addition to the Tipping Fees provided for in Section 5.02, the Authority shall collect and remit annually to the Host Member, 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 and Covington Counties and the Cities of Laurel, Hattiesburg and Petal. An accounting reflecting the total amount of Acceptable Solid Waste generated in Perry County, Covington County and the Cities of Laurel, Hattiesburg and Petal and disposed of at the Project Site along with the total amount generated and disposed of outside such Cities and Counties shall accompany such annual payment. The Host County Agreement is attached hereto and marked as Schedule VI.

5.05 **Billing of Monthly Service Fee.** (a) On or before the tenth 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 such 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 on the

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-23-

amount unpaid from its due date, until paid at the Overdue Rate. 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 discontinuance by the Authority will not relieve the Unit of Local Government of its obligations hereunder.

5.06 **Other Users Payment.** The use of the Project, any Delivery Point or any Transfer Station by any Person (other than a Member) authorized by the Authority to use the Project 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.

5.07 **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 business hours to examine the books and records of the funds and accounts held by the Authority with respect to the Revenue and expenses of the Authority.

PR36.18
Solid Waste Disposal Service Agreement
City of Petal

-24-

(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.

5.08 **Funds Established.** The Authority shall 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 or such portion of Bond proceeds as may be lawfully permitted.

(a) **Operation and Maintenance Fund:** to pay all Operation and Maintenance Expenses.

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

(c) **Repair and Replacement Fund:** to pay all expenses for the repair and replacement of equipment and other property of the Authority.

(d) **Administrative Fund:** to pay administrative cost of the Authority and the Project including but not limited to billing services, printing, postage, clerical and other employee and professional services, insurance, employee benefits and other normal and usual administrative cost.

(e) **Reserve Fund:** to provide a reserve fund for debt service on the Bond to the extent permissible by law as may be required by any Bond Resolution.

EXHIBIT "A"

(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 Project in an amount determined by the Authority or required by any Bond Resolution.

(e) Capital Expansion Fund: to pay for future expansion, extension, or improvements to the Project as determined by the Authority or required by any Bond Resolution.

5.09 Expansions and Limitation on Additional Capital Projects. (a) Except for the bond limitations set forth in Section 3.02(b) hereof, the Authority agrees that it will not undertake any Capital Project in which the revenue from the Tipping Fees or charges, other than those funds available or revenue dedicated to be available in the Capital Expansion Fund during the current fiscal year, shall be pledged or committed beyond the fiscal year without the expressed written approval of the governing bodies of Members possessing two thirds of the Voting Strength of the Authority.

(b) The cost of any Capital Project of the Authority that is a result of an Unforeseen Circumstance shall be paid from the following sources of funds in descending order of priority: (i) any applicable proceeds of required insurance; (ii) any surplus funds determined to be available in the Capital Expansion Fund; (iii) a new issuance of Bonds provided capacity is available under the \$10,000,000 limit; (iv) available monies in any applicable reserve for contingencies established as allowable by Indenture or law, provided that such expenditure does not deplete such reserve fund and in the opinion of bond counsel

P26.18
Solid Waste Disposal Service Agreement
City of Petal

may be used for the purpose, and (v) current operating revenue as available. The Authority agrees to use all reasonable efforts to limit the cost incurred in each Capital Project consistent with good operating policies.

5.10 Cost Reduction. The Authority shall use all reasonable efforts to reduce the Operation and Maintenance Expense component of the Tipping Fees for the benefit of the Unit of Local Government during a period of non-operation or partial operation of the Project, whether due to Fault of the Unit of Local Government, to the Fault of the Authority and/or to Unforeseen Circumstances, to the extent consistent with the Authority's operation and maintenance obligations under this Agreement.

5.11 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 be delivered Acceptable Solid Waste to the Project 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.

P26.18
Solid Waste Disposal Service Agreement
City of Petal

(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 any 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.

5.12 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 applying to the Members on the date of this Agreement to insure that such Tipping Fees, rates, and charges, continue to cover its estimate of all of the Authority's Revenue Requirements provided however, that during the first eighteen (18) months from the Acceptance Date, the Tipping Fees, rates and charges may be revised every six (6) months. 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 any Transfer Station may be made at any time at the sole discretion of the Authority.

5.13 Authority's Budget. The Authority shall adopt a budget for each fiscal year and submit it to the Governing Body of each Member of the Authority 60 days prior to the start

Unit of Local Government for the next fiscal year to be determined by July 1 of each year by adoption of the User Charge Ordinance of the Authority.

5.14 Adjustment to Tipping Fees. Except as provided in Section 5.12 hereof with respect to the first eighteen (18) months of operation, on October 1 of the year after the Completion Date and on each October 1st ("Adjustment Date") thereafter, the Tipping Fee may be adjusted which shall be the effective date of such change.

5.15 Regulatory Changes or Additional Requirements.

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

(b) If such Regulatory Changes or Additional Requirements result in an increase or decrease in the Operational and Maintenance Expenses of the Project, 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 Project 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

P26.18
Solid Waste Disposal Service Agreement
City of Petal

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.

5.16 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 except to such extent a Member may be determined as responsible for the delivery of Unacceptable Waste as provided in Section 4.07.

(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, except as provided in Section 7.05.

P26.18
Solid Waste Disposal Service Agreement
City of Petal

**ARTICLE VI
COVENANTS**

6.01 Effect of Covenant. To the fullest extent allowed by applicable law, 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.

6.02 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, fees and ad valorem taxes, as provided by law, within its jurisdiction sufficient at all times to pay its Monthly Service Fee to the Authority under this Agreement.

6.03 Powers as to Bonds and Pledge. The Unit of Local Government is duly authorized under the Act and all applicable laws 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 permitted by law.

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.

EXHIBIT "A"

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 Bond 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 the Authority has entered into a Service Agreement to no longer be unconditionally obligated to make payments due thereunder.

6.04 Obligation for Pro Rata Share of Bonded Debt. During any Billing Period, after the Completion Date, 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 terms of this Agreement, the Unit of Local Government shall remain conditionally 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 7.05. 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 Project or any portion thereof;
- (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

6.08 Compliance with Law. The Authority and Unit of Local Government each covenants to the other 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.

6.09 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 6.04.

requirements of any rate covenant with respect to coverage of debt service on the Bonds issued to finance, expand 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.

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

6.05 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 Monthly Service Fee and the Bonds issued by the Authority for the Project 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, which any such Unit of Local Government 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 or its designee 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 a debt service reserve fund of the Authority which might have been expended to pay debt service as a result of the delinquency of the 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 State Tax Commission.

6.06 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, deeds, 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 due, obligated, or owed under the terms of this Agreement which the Authority may hereafter become bound to pledge or assign.

6.07 Authority's Covenants with Respect to Service. The Authority hereby further covenants that it will not permit any transfers or assignments of any Service Agreement 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

6.10 Member Advances. The Unit of Local Government hereby agrees that the funds heretofore advanced to the Authority and defined as Member Advances may be retained by the Authority for purposes of paying the cost of the Project or for any other use authorized by the Act and it shall be deemed under this Section 6.10 that such Member Advances were repaid to each Unit of Local Government and that such funds were reappropriated to the Authority without any further action on the part of the governing body of the Unit of Local Government and the Authority, all as authorized by Section 17-17-345 of the Act.

ARTICLE VII

DEFAULTS AND TERMINATION

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

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

7.03 Specific Performance: Remedies for Authority Events of Default. The Unit of Local Government and the Authority agree that monetary damages are not the sole or 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.

7.04 Specific Performance: Remedies for Unit of Local Government Default. The Unit of Local Government and the Authority agree that monetary damages are not the sole or 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.

7.05 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 Bond Indenture of the Authority, sufficient to pay or defease its Pro Rata Share of the Bonds, or Refunding Bonds authorized by this Agreement (which have not otherwise been provided for); (ii) pays an amount sufficient to cover its share of the Operation and Maintenance Expenses based upon its Current Volume of Acceptable Solid Waste for the remainder of the Billing Year; and (iii) pays its Pro Rata Share of the cost or obligation for remediation care or corrective action 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 termination under this Section

payable, with the payment by the Unit of Local Government sufficient to cover its Pro Rata Share described in this Section 7.05 when due and payable, to be made within ninety (90) days of termination unless a payment on any Bond is due during that period and in which case the Unit of Local Government shall immediately make its payment.

EXHIBIT "A"

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.

ARTICLE VIII
REPRESENTATIONS

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

- (a) The Unit of Local Government is 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

(c) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against or affecting the Authority (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.

(f) With respect to a Transfer Station in the Laurel area, the Authority further represents and warrants to the City that the Authority has funds sufficient to construct, and has made arrangements to operate, a Transfer Station in the Laurel area and that the Authority will construct such Transfer Station in the Laurel area upon request and a demonstration of need which Transfer Station will be located on a site selected by the City subject to the approval of the Authority or in the alternative, if the Authority finds that a need exists, the Authority may construct such Transfer Station without the necessity of being requested to do so by the City.

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.

ARTICLE XI

FURTHER AGREEMENTS

9.01 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 Permit, as applicable.

9.02 Actions Affecting the Project. (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 9.02(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

8.02 Representations of the Authority. The Authority represents and warrants (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 holds, or is expressly authorized under, permits and licenses to construct an operate 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; and each other agreement entered into by the Authority constitute,

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 Project 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.

9.03 Contracts With Others. The Authority may, in its discretion, enter into Service Agreements for use of the Project 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

payment. The Authority may require any other Person or potential User of the Project for Disposal services after the Completion Date 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.

EXHIBIT "A"

uniform agreement between the Authority and each Member of the Authority setting forth the same rights, responsibilities and obligations of all such entities.

(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.

9.15 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

9.04 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.

9.05 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.

9.06 Insurance. From and after the Bond Delivery Date, the Authority shall, subject to commercial availability, obtain and maintain the insurance coverages as set forth in Schedule IV for the Project, property, operator, employees and officers and any other coverage deemed necessary.

9.07 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.

Pine Belt Regional Solid Waste Management Authority
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Attention: Chairman

For the Unit of Local Government.

City of Petal, Mississippi
Post Office Box 564
Petal, Mississippi 39465
Attention: Mayor

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

9.09 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

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.

9.16 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.

9.17 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.

9.18 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 and the Host County Contract. Should this Agreement and Host County Contract ever appear to be in conflict the Host County Contract will have priority.

9.19 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 assigns; and the term "including" shall mean including without limitation.

9.20 Interlocal Agreement. The Unit of Local Government agrees to enter into an Interlocal Agreement with the other Members of the Authority which Interlocal Agreement, among other items and agreements, will set forth the monetary obligations of each Member, one to the others, in event any Unit of Local Government is required by this Agreement to pay all or a portion of the pro-rata monetary obligation of any other Unit of Local Government or in the event the Units of Local Government are requested to fund any item of

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.

EXHIBIT

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

By: [Signature]
Title: Chairman

Attest:

By: [Signature]
Title: Sec.

[S E A L]

CITY OF PETAL, MISSISSIPPI

By: [Signature]
Title: Mayor

Attest:

By: [Signature]
Title: City Clerk

[S E A L]

"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, start-up, 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.

"Completion Date" means the date the facility is constructed and capable of operation to receive Acceptable Solid Waste for disposal.

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

"Construction Date" means the date on which a contract for construction of the Project has been awarded and all of the conditions precedent set forth in Article II shall have been met or waived as evidenced by executed acknowledgments by both Parties, as applicable.

"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.

PRM.2
Schedule 1 - Definitions

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 D 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.

"Acceptance Date" means the day the facility begins operation by Accepting Solid Waste for disposal.

"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 Project.

"Alternative Disposal Site" means that site designated under the terms of this Agreement by the Authority as a disposal site when the Authority's disposal facility for Pine Belt Solid Waste is not available.

"Article" means an article of this Agreement.

"Authority" means the Pine Belt Regional Solid Waste Management Authority created under Sections 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 purpose of paying Project Cost in an amount not to exceed \$10,000,000 (Ten Million Dollars), nor with a maturity which exceeds the Term of this Agreement.

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

"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.

"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. §19601 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.

PRM.2
Schedule 1 - Definitions

"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 Perry County, Covington County and the Cities of Petal, Laurel and Hattiesburg and any Unit of Local Government which may become a member of the Authority subsequent to the date of this Agreement.

"Member Advances" means the cash advances made by the Unit of Local Government to the Authority for development cost in connection with preparing the Plan, obtaining the Permit and Engineering for the design of the Project.

"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 as defined by §17-17-3 resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil fields exploration and production wastes and sewage sludge, which shall constitute Acceptable Solid Waste and by law or regulation is required or permitted for disposed in a Subtitle D landfill.

"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.

"Notice" shall have the meaning specified in Section 9.07.

"Operation and Maintenance Expense" means the Authority's expenses for the maintenance, repair, ordinary replacement and ordinary reconstruction of the

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.

EXHIBIT "A"

"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 Prime Interest Rate established by Trustmark National Bank, at its principal office in Jackson, Mississippi, on the date the fee was billed, as adjusted by the Bank from time to time.

"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 Pine Belt Disposal Project by 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 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 all of the incorporated and unincorporated areas located within Covington County, Perry County, the Cities of Laurel, Petal and Hattiesburg and any other City or County that becomes a member of the Authority.

PR36.2
Schedule 1 - Definitions

-6-

"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 or governmental generator located within the Pine Belt Region.

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

"Plans" means the plans and specifications prepared for the design, construction, operation and engineering of the site of 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 its Transfer Stations located throughout the Pine Belt Region.

"Project Completion Date" shall mean the date of the final inspection and pance and/or approval of the Project by the Authority and its acceptance of solid waste for disposal.

"Project Cost" means all costs of the Project including site preparation and other start-up costs; all costs of construction of the Project and Transfer Stations; all costs of real and personal property required for the purposes of the Project and facilities related thereto, including land and any rights or undivided interest therein, easements, franchises, fees, approvals, licenses, and certificates and all machinery and equipment, including motor vehicles which are used for Project functions; and including any cost associated with the Closure, Post Closure Care, Corrective Action, or remediation, financing charges and interest prior to and during construction and during such additional period as the Authority may reasonably determine to be necessary for the placing of the Project in operation; costs of engineering, geotechnical, architectural design planning and legal services for the Project; costs of plans, designs and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project; administrative expenses for the Project; and such other expenses as may be necessary or incidental to the financing authorized in Sections 17-17-301 through 17-17-349. The costs of the Project may also include funds for the creation of a debt service reserve, a renewal and replacement reserve, and such other reserves as may be reasonably required by the Authority for the operation of the Project and as may be authorized by any Bond Resolution or trust agreement or Bond Indenture pursuant to the provisions of which the issuance of any such Bonds may be authorized. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of

PR36.2
Schedule 1 - Definitions

-7-

the costs of the Project and may be paid or reimbursed as such out of fees and/or proceeds of revenue bonds or notes issued under Sections 17-17-301 through 17-17-349 for the Project, or from other revenues obtained by the Authority.

"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 payment 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 as provided in Section 3.02.

"Regulatory Changes" 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 and the Transfer Stations, including without limitation except as herein expressly provided, all rentals, charges,

fees, Tipping Fees, Service Fees, and the charges received by or on behalf of the Authority in its capacity as the owner of the Project or any part of any 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, Debt Service on the Bonds, amounts necessary for the Capital Expansion Fund for the fiscal year, 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" or "Project 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.

PR36.2
Schedule 1 - Definitions

-9-

"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 to the Authority associated with acquiring, designing, constructing and permitting, operating and maintaining the Project and Transfer Stations, 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 an Bond Resolution to be paid into any fund or account established under such Bond Resolution for construction, renewal, replacement and reserves.
- (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 Project.

PR36.2
Schedule 1 - Definitions

-10-

- (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 Project including the operation of 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 Project.

- (vii) any taxes or regulation fees or charges imposed by any state, local or federal agencies on the Authority, the Project 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 as set forth in Schedule "3".

"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.

UNIT PRICE SCHEDULE
LANDFILL OPERATION

EXHIBIT

Annual Tonnage	Price Per Ton
0 - 39,999	N/A
40,000 - 59,999	\$14.28
60,000 - 79,999	\$11.89
80,000 - 99,999	\$10.28
100,000 - 119,999	\$ 9.40
120,000 - 139,999	\$ 8.80
140,000 - 159,999	\$ 8.44
160,000 - 179,999	\$ 8.24
180,000 - 199,999	\$ 8.11

Transportation Distance Rate Schedule (for Transportation of Leachate)

Distance in miles (one way)	Rate per mile per ton
Less than 25 miles	\$0.14

page 2

UNIT PRICE SCHEDULE
TRANSFER HAUL OPERATION

Transportation Distance Rate Schedule (for Temporary Emergency Disposal Site)

Distance in miles (one way)	Rate per mile per ton
50 - 74 miles	\$0.16
75 - 100 miles	\$0.14

Transfer Station - Scale House Operations & Transportation to Pine Belt Regional Landfill:

Annual Tonnage	HATTIESBURG	COVINGTON CO	LAUREL
0 - 2,499	N/A	\$27.89	N/A
2,500 - 4,999	\$30.56	\$29.74	\$31.87
5,000 - 7,499	\$19.44	\$21.29	\$21.86
7,500 - 9,999	\$15.24	\$18.80	\$16.33
10,000 - 14,999	\$12.19	\$18.12	\$13.49
15,000 - 19,999	\$14.11		\$14.52
20,000 - 24,999	\$11.83		\$13.13
25,000 - 29,999	\$10.60		\$11.00
30,000 - 34,999	\$10.40		\$11.49
35,000 - 39,999	\$10.30		\$11.49
40,000 - 44,999	\$10.30		\$11.44
45,000 - 49,999	\$10.27		\$11.44
50,000 & over	\$10.27		\$11.37

page 3

-12-

-13-

SCHEDULE II

Tipping Fee Schedule¹

Landfill Operating Cost	\$19.24
Transfer Station & Transportation Cost	9.30
Operation & Maintenance Fund Pine Belt	1.00
	\$29.54 ²

SCHEDULE III

Initial Percentage Schedule

The initial percentage of each Member of the Authority which is defined as Voting Strength in the Service Agreement is set forth below:

Perry County	8.115%
Covington County	12.61
City of Petal	7.905
City of Laurel	24.48
City of Hattiesburg	46.89
	100%

The percentages set forth above are subject to change at the times and for the purposes as provided in the Service Agreements.

SCHEDULE V

Incorporation Agreement

(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 Project); lightning, earthquake, fire, explosion, flood, 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 Project, the Project Site, or any material portion or part thereof by the action of any federal, State or local government or governmental agency or authority.

PRM.2
Schedule I - Definitions

"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, and as initially set forth in Schedule III attached hereto.

PRM.2
Schedule I - Definitions

¹Based upon annual tonnage of 120,000 tons subject to adjustment as set forth on the following pages 2 and 3 to this Schedule II at 6 month intervals for 18 months from the Acceptance Date and annually thereafter.

²Includes \$1.00/Ton to State, \$1.00/Ton to Host County and \$1.91/Ton for Closure and Post Closure Reserve.



MAY 14 P.M.

CITY OF PETAL
MINUTE BOOK 15

REGISTERED AGENT:

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

PAGE 569

INCORPORATION AGREEMENT is made and entered into by and between the CITY OF HATTIESBURG, 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".

EXHIBIT "A"

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,

-4-

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.

-5-

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.

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.

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

-2-

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 "Pine Belt Regional Solid Waste Management Authority."

3. TERM:

The Authority shall have perpetual duration unless and until

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.

CITY OF PETAL
MINUTE BOOK 15

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

PAGE 570
CITY OF LAUREL, MISSISSIPPI

BY: James Haddy

EXHIBIT "A"

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.

Attest:
[Signature]

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 said City of Laurel, Mississippi, and that for and on behalf of the above and foregoing instrument, 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 Sept 11, 1993

(SEAL)

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

-7-

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.

-8-

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. Bury

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 said 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.

[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Expires September 24, 1995.

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 and for the said county and state, within my jurisdiction, t within named duly appointed Designated Representative and Cit Clerk, respectively, of the City of Petal, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the said 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 Sept 11, 1993

(SEAL)

-11-

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: [Signature]

Attest: [Signature]

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.

[Signature]
NOTARY PUBLIC

My Commission Expires:
2/17/95

(SEAL)

JONES COUNTY BOARD OF SUPERVISORS

BY: Harley C. Miller CITY OF PETAL
MINUTE BOOK 15

Attest:

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority 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.

Rubin Zuber, Jr.
NOTARY PUBLIC

My Commission Expires:

1-1-95

(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: David J. Reid
DEPUTY MUNICIPAL CLERK

(SEAL)

-13-

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: James Bryant

Attest:

Wayne Smith

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.

Jeanette Anderson, Sec'y.
NOTARY PUBLIC

My Commission Expires:

10/29/94

(SEAL)

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 NAYS: Cummings
 Farris
 Lawrence

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

(Copies)

-14-

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: James Anderson

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 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.

David Reid
NOTARY PUBLIC

My Commission Expires:

1-2-96

(SEAL)

CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET

Item No. VIII-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

Flat/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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG (1) 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.

CITY OF PETAL
MINUTE BOOK 13

appointees of each participating City and County all as set forth in and required by the Act. **PAGE 572**

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. Borwig, 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 Williams, and was adopted by the following vote, to wit:

YEAS: Holloway, Ferris, Lawrence
NAYS: Cummings

The President thereby declared the motion carried and the Resolution adopted, on this the 13th day of April, A.D., 1992.

(SEAL)

ATTEST: [Signature]
CITY CLERK

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

ATTEST: [Signature]
CITY CLERK

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	Roy N. Moss	voted:	Absent
Councilman	William H. Park	voted:	Yea
Councilman	Joe H. Norman	voted:	Absent
Councilman	O. O. Price	voted:	Yea
Councilman	George Gaddy	voted:	Yea
Councilman	James B. Jones	voted:	Yea
Councilman	Melvin Mack	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 13th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: [Signature]

ATTEST: [Signature]
CLERK, DEPUTY

SEAL OF MUNICIPALITY OF LAUREL

I, JOHN DEBART, City Clerk 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 of the City of Laurel, Mississippi.

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

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

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL (1) 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 a 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 Design 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	Suben Clepper	voted:	YEA
Alderman	Jerry Frone	voted:	YEA
Alderman	Donald Small	voted:	YEA
Alderman	Robby Small	voted:	YEA
Alderman	Leroy Scott	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 18th day of February, 1992.

CITY OF PETAL, MISSISSIPPI

BY: [Signature]

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL (1) 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:

CITY OF PETAL
MINUTE BOOK 15

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 DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

EXHIBIT "A"

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 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 and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

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

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, Roy H. Boutwell, 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. Given under my hand and official seal, this 5th day of Feb. A.D. 1992. ROY HUNT BOUTWELL, Chancery Clerk Jones County, Mississippi

ATTEST A True Copy This the 6 day of Feb 1992

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;

CERTIFICATE

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 Flynn 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 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 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 and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

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 Clarence Davis voted: aye
Supervisor Howard Flynn voted: aye
Supervisor William G. Leonard voted: aye
Supervisor Allison Mooney voted: aye
Supervisor Mason Stringer voted: aye

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

CLERK

CERTIFIED a true copy of original instrument now on record in my office. This the 5 day of May, 1992

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 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" 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: Jim Smith
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:
Wayne Smith
WAYNE SMITH, CLERK

EXHIBIT "A"

SCHEDULE VI

Host County Contract

HOST COUNTY CONTRACT

This Host County Contract (the "Contract") dated as of _____ 19____ 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 Con will cause Pine Belt to expend a large sum of money in connection with investigation of the and preparation of an application to the Permit Board of the Department of Environment & 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 w disposed of at the Project Site generated from any source outside the corporate limits of participating City or County member of Pine Belt as of the date hereof which shall be determin 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;

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF PERRY COUNTY (i) EXPRESSING ITS INTEREST 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 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 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 foregoing Resolution, and the vote thereupon was as follows:

- Supervisor JOHN GARNER voted: AYE
- Supervisor JESSIE CLARK voted: AYE
- Supervisor JOHN ANDERSON voted: AYE
- Supervisor LAWRENCE voted: AYE
- Supervisor F. T. DEARLE voted: AYE

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 05 day of February, 1992.

PERRY COUNTY, MISSISSIPPI
BY: Dan Ready
PRESIDENT, BOARD OF SUPERVISORS

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

Dan Ready
CLERK

(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 the 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;

EXHIBIT "A"

(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

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ 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.

NOTARY PUBLIC

My commission expires:

HOST K

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 use 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

HAUSEKSDUELLSWHOST.K

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

By: _____

John Buckley, Chairman,
Board of Commissioners

HOST K

EXHIBIT "B"



SINCE 1933

LONDON & STETELMAN COMMERCIAL REALTORS

1715 HARDY STREET • P. O. BOX 1327 • HATTIESBURG, MISSISSIPPI 39403-1327
PHONE (601) 582-8141 • FAX (601) 582-8145

REALTOR®

June 6, 1996

Mayor Jack Gay
City of Petal
P. O. Box 564
Petal, MS 39465

Dear Mayor Gay:

As you know Sally and I have recently moved outside of the City limits. Because of this I must regretfully resign as a member of the zoning variance committee. I have enjoyed serving for the past several years and appreciate the opportunity to have done so. I look forward to other opportunities to help support our great City.

Please feel free to call on me at any time.

Respectfully,

Kenneth R. West

Kenneth R. West

EXHIBIT "C"

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into pursuant to Sections 17-13-9, et seq., of the Mississippi Code of 1972, as annotated and amended, by and between the City of Hattiesburg, and the City of Petal, Mississippi.

In accordance with Section 17-13-9 of the Mississippi Code of 1972, as annotated and amended, the parties agree as follows:

A. DURATION OF THE AGREEMENT

This Agreement shall be continuing and indefinite. Either municipality may withdraw at any time upon giving notice of no less than ninety (90) days prior to the effective date of withdrawal.

B. PURPOSE:

The purpose of this agreement shall be for the City of Hattiesburg's Hazardous Incident Response Team (HIRT) to commit any act or take any action that shall reasonably be directed toward responses to hazardous material incidents or accidents in the City limits of Petal, Mississippi, including but not limited to, the following specific purposes:

1. Protection of life and property from dangers posed by accidental or intentional release of hazardous chemicals or other toxic substances into within the City limits of Petal, Mississippi
2. To aid in compliance with SARA, Title III, "Community-Right-To-Know" regulations.
3. To enable the citizens of Petal to enhance their protection by the City of Hattiesburg's (HIRT team) ability to respond to hazardous material accidents/incidents.
4. The City of Hattiesburg will provide trained personnel, adequate equipment and any other requirements deemed necessary in order to ensure an effective, responsible, and measured response to emergencies involving hazardous materials within the City limits of Petal, Mississippi, except when immediate needs of the City of Hattiesburg limit response.

EXHIBIT "C"

C. PRECISE ORGANIZATION/DESCRIPTION OF POWERS:

The operation of the Hazardous Incident Response Team (HIRT) will be enforced by the Chief of the Hattiesburg Fire Department or his/her designate as stated in Ordinance Number 2477 of the City of Hattiesburg, Mississippi, adopted February 8, 1994

D. COST:

Any business or individual who is responsible for a hazardous material incident within the City limits of Petal, Mississippi, which require the use of the HIRT Team shall be responsible for the cost of cleanup of hazardous material accident sites, to include professional personnel costs (including wages and additional liability or worker's compensation expenses) and materials of the HIRT Team. The HIRT Team, upon arrival at the scene, may require additional personnel and equipment which shall be provided by Petal, in order to provide proper cleanup and decontamination efforts. These decontamination and cleanup efforts must meet the requirements of the United States Environmental Protection Agency, Office of Pollution Control, Department of Environmental Quality, State of Mississippi, and the City of Hattiesburg. The collecting agency for recoverable funds due to the hazardous material accident will be the Fire Agency having jurisdiction which the City of Hattiesburg's HIRT Team may invoice for cost of professional personnel costs and materials utilized by the HIRT Team. In this regard, Petal shall pass such ordinances as are necessary to impose the cost of cleanup of hazardous material accident sites, to include professional personnel deemed necessary by the Hattiesburg Fire Department's Hazardous Incident Response Team and other essential personnel deemed necessary by the HIRT team to provide proper cleanup and decontamination efforts. These decontamination and cleanup operations must meet the requirements of the United States Environmental Protection Agency, Office of Pollution Control, Department of Environmental Quality, State of Mississippi, and City of Petal.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement, in duplicate, on the dates as hereinafter provided and stated.

EXHIBIT "C"

AN ORDINANCE DESIGNATING THE HATTIESBURG FIRE
DEPARTMENT'S HAZARDOUS INCIDENT RESPONSE TEAM (HIRT)
AS THE EMERGENCY RESPONDER FOR THE
CITY LIMITS OF PETAL.

SECTION 1. TITLE

This ordinance shall be known as the City of Petal, Mississippi's Hazardous Material Ordinance, wherein the Hattiesburg Fire Department's Hazardous Incident Response Team (HIRT) is designated as the emergency responder for hazardous materials emergencies which occur within the City limits of Petal, Mississippi.

SECTION 2. GENERAL

The City of Petal finds that there are risks in the production, use, storage, disposition, and transportation of hazardous materials to its citizens, labor force, traveling public and shipping and transportation industry and promulgates this ordinance as constituting an efficient reduction of real risk. The City of Petal believes that the burden imposed on the producer, user, storers, shippers and transportation carrier, if any, is justified.

SECTION 3 DEFINITIONS

"Person" shall mean any individual, corporation, partnership, association or governmental agency of the United States.

"Shipper" shall mean any person, corporation, association, or other entity that send goods by any mode of transportation.

"Carrier" shall mean and include a common contract or private carrier of property by any mode of transportation.

"Public Safety Official" shall mean members of the Hazardous Incident Response Team, City of Petal Admn., Petal Fire Dept., or Petal Police Dept.

"Permit" shall mean the written authorization for the transportation of radioactive waste issued by the Mississippi Emergency Management Agency pursuant to section 45-14-51 et seq. of the Mississippi Code of 1972, as amended known as the Mississippi Radioactive Waste Transportation Act.

EXHIBIT "C"

"Preferred Route" shall mean the routes designated by the City of Petal
by which hazardous materials is to be transported into, through and within the
City limits of Petal Mississippi.

"Hazardous Material" shall mean a substance of material which has been determined by an official agency of the United States Government to be capable of posing an unreasonable risk to health, safety, and property when manufactured, mined, used, stored and transported, and which has been so designated.

"City Limits
Petal" shall mean all areas within the jurisdictional boundaries of
Petal, Mississippi.

SECTION 4 PREFERRED ROUTES

Routes fro transportation of hazardous materials into and through the corporate limits of
Petal, Mississippi, are specified in Ordinance 2378, Sections 22 -
29 and 22 - 32 of the Code of Ordinances, dated July 16, 1991, wherein the 1991
Standard Fire Protection Code is adopted.

SECTION 5 APPLICATION

A. No person shall knowingly manufacture, ship, transport, use or store hazardous material, or knowingly cause to manufacture, ship, transport, use or store hazardous material within the City of Petal, except in accordance with United States Department of Transportation or Nuclear Regulatory Commission, State of Mississippi statues, the Standard Fire Prevention Code and this ordinance.

B. The provisions of the United States Department of Transportation regulations, State of Mississippi statues and regulations, and the City of Petal
ordinances apply to transportation of hazardous material into, within or through the
City limits of Petal, Mississippi.

C. The provision of this ordinance shall now apply to hazardous material shipped by or for the United States Government for military or national security purposes, or which are related to national defense, nothing herein shall be constructed as requiring the disclosure of any defense information or restricted data so classified by the United States Government.

SECTION 6 STANDARDS

A. Movement routing all vehicles to transport any hazardous material shall be confined to preferred routes except when:

- 1) Emergency conditions make preferred routes unsafe.

EXHIBIT "C"

2. The vehicle used to transport the hazardous material is required to enter the City limits of Petal Mississippi before gaining access to preferred routes.
3. Delivery point of hazardous material is located in an area that requires the vehicle to move over other roads. In that event, the shortest and/or safest route will be used.
4. It is necessary to stop for rest, fuel, and/or vehicle repairs.

B. Reports

1. Required: All manufacturers, users, storers, transporters of, or other entity whatsoever, shall immediately report incidents or accidents involving hazardous materials whether there is evidence of release or not, to the Fire Department having jurisdiction by the fastest possible means of communication and within the shortest time possible after occurrence of such accident or incident. The body of the report shall indicate:
 - a) Location of accident/incident
 - b) Hazardous material involved
 - c) Availability of shipping papers in transportation accident/incident

C. Transport Vehicles

The operator of a vehicle used to transport hazardous material shall, before operating a vehicle into, within or through the City limits of Petal, inspect such vehicle and determine that:

- 1) Brakes are in good working order
- 2) Steering mechanism is in good working order
- 3) All electrical wiring is in good working order
- 4) The vehicle is in a safe condition to transport hazardous materials
- 5) All emergency features installed and operative, as required by the Federal Department of Transportation and State of Mississippi statutes and regulations
- 6) That hazardous material placarding, as required by the Federal Department of Transportation, is accomplished.

EXHIBIT "C"

D. Operator Qualifications

No person shall operate a vehicle used to transport hazardous material without first having met driver or operator training requirements, as outlined in Federal Department of Transportation regulations and State of Mississippi statutes.

E. Radioactive Waste Material Transportation Permit

No person shall transport radioactive waste material into, within, or through the City limits of Petal, Mississippi, without a permit issued by the Mississippi Emergency Management Agency, if this material is covered under the Mississippi Radioactive Materials Transportation Act, Section 45-14-51 et seq. of the Mississippi Code of 1972, as amended.

F. Manufactures, users, storers, transporters and disposers of hazardous material shall have sufficient liability insurance to protect the City of Petal and the general public at large from possible death, injury or damage due to the manufacture, use, storage, transportation or disposal of this material.

G. Manufacturers, users, storers, transporters and disposers of hazardous material shall be required to hold the City of Petal, Mississippi harmless for all claims, actions or proceedings in law or equity arising from hazardous material incidents/accidents within the City limits of Petal Mississippi, including all costs of defending same, provided however, that nothing contained herein shall be construed as a waiver of the Petal governmental immunity.

H. Manufacturers, users, storers, transporters and disposers of hazardous material shall be responsible for the cost of cleanup of hazardous material accident sites, to include professional personnel deemed necessary by the Hattiesburg Fire Department's Hazardous Incident Response Team and other essential personnel deemed necessary by the HIRT team to provide proper cleanup and decontamination efforts. These decontamination and cleanup operations must meet the requirements of the United States Environmental Protection Agency, Office of Pollution Control, Department of Environmental Quality, State of Mississippi, and City of Petal.

SECTION 7 ENFORCEMENT

The fire department having jurisdiction is expressly to enforce the provisions of this ordinance.

SECTION 8 PLANNING FOR HAZARDOUS MATERIAL RESPONSE

The fire department having jurisdiction shall perform those functions assigned to them in the Basic Emergency Plan and maintain a current state of readiness at all times.

EXHIBIT "C"

SECTION 9 PENALTIES AND VIOLATION

Violations of the provisions of this ordinance or failure to comply with any of its requirements, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its provisions, shall upon conviction thereof, be fined not more than \$500.00 and imprisoned not more than ninety (90) days or both. Each day such violation occurs shall be a separate offense. Nothing herein contained shall prevent the fire department having jurisdiction from taking such lawful actions as is necessary to prevent or remedy any violation.

SECTION 10 SEVERABILITY

If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance will remain in effect.

SECTION 11 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days after its passage.

EXHIBIT "D"

PROPOSED PERSONNEL POLICY CHANGES

RULE I. SECTION 4 AS WRITTEN:

4. **USING OFFICIAL AUTHORITY.** No employee of the City shall use his official authority or influence to coerce the political action of any person or body. No person shall dismiss, or cause to be dismissed, or threaten to dismiss, or make any attempt to procure the dismissal of, or in any manner change the official rank or compensation of any person in the City because of his political opinions or affiliations. No person in the City shall make any contribution to the campaign funds of any political party of any candidate for public office, or take any part in the management affairs or political campaign of any political party further than in the exercise of his right as a citizen to express his opinion and cast his vote.

AS PROPOSED:

4. **USING OFFICIAL AUTHORITY.** No employee of the City shall use his official authority or influence to coerce the political action of any person or body. No person shall dismiss, or cause to be dismissed, or threaten to dismiss, or make any attempt to procure the dismissal of, or in any manner change the official rank or compensation of any person in the City because of his political opinions or affiliations. **No employee in the City shall make any contribution to the campaign fund of any candidate for municipal public office, or take any part in the management affairs or political campaign of any municipal candidate other than in the exercise of his right as a citizen to express his opinion and cast his vote.** 6/18/96

RULE II SECTION 2 AS WRITTEN:

2. **TRANSFER OF QUALIFIED CITY EMPLOYEES.** Transfers may be made between positions within a department. Should the new position have different minimum qualifications, the employee seeking the transfer shall be required to prove possession of such qualifications. A request for transfer must be initiated in writing by the employees so affected on forms furnished by the City and must be approved by the Department Head.

AS PROPOSED:

2. **TRANSFER OF QUALIFIED CITY EMPLOYEES.** Transfers may be made between positions within a department **or between departments within the city.** Should the new position have different minimum qualifications, the employee seeking the transfer shall be required to prove possession of such qualifications. A request for transfer must be initiated in writing by the employees so affected on forms furnished by the City and must be approved by the Department Head. 6/18/96

EXHIBIT "D"

RULE III. SECTION 1 AS WRITTEN:

1. **PROBATIONARY PERIOD.** Following the conditional appointment of any applicant into the employ of the City, except the Policemen, a probationary period of six (6) months exists during which time an employee must serve to the satisfaction of the Department Head, and in the case of a Policeman, a probationary period of one (1) year exists for the same purpose. The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for eliminating any conditional employee whose performance does not meet the required standards. During this period of probation, probationary appointees may be discharged from their positions. 12/18/90

AS PROPOSED:

1. **PROBATIONARY PERIOD.** Following the conditional appointment of any applicant into the employ of the City, except the Policemen and Firemen, a probationary period of six (6) months exists during which time an employee must serve to the satisfaction of the Department Head, and in the case of a Policeman and Firemen, a probationary period of one (1) year exists for the same purpose. The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for eliminating any conditional employee whose performance does not meet the required standards. During this period of probation, probationary appointees may be discharged from their positions. 12/18/90
6/18/96

RULE III. SECTION 3 AS WRITTEN:

3. **DISQUALIFICATION.** The Director of Personnel may remove from further consideration at any time the application of an applicant who: (a) does not possess the minimum qualifications; (b) has established an unsatisfactory employment or personnel record as evidenced by reference check of such a nature as to demonstrate insuitability for employment; (c) has made false statement of any material fact or practiced deception in his application; (d) is afflicted with any mental or physical disqualifying disease or defect that would prevent satisfactory performance of his duties; (e) is believed to be addicted to the habitual use of drugs or intoxicants; (f) has been convicted of crimes other than traffic or other minor violations; (g) does not reply to a mail inquiry within ten (10) business days or does not return a telephone inquiry within two (2) business days; (h) fails to accept appointment within two (2) business days or to report for duty within the time prescribed in the offer; or (i) does not meet residency requirements.

EXHIBIT "D"

AS PROPOSED:

3. **DISQUALIFICATION.** The Director of Personnel may remove from further consideration at any time the application of an applicant who: (a) does not possess the minimum qualifications; (b) has established an unsatisfactory employment or personnel record as evidenced by reference check of such a nature as to demonstrate insuitability for employment; (c) has made false statement of any material fact or practiced deception in his application; (d) is afflicted with any mental or physical disqualifying disease or defect that would prevent satisfactory performance of his duties; (e) is addicted to the habitual use of drugs or intoxicants; (f) has been convicted of crimes other than traffic or other minor violations; (g) does not reply to a mail inquiry within ten (10) business days or does not return a telephone inquiry within two (2) business days; (h) fails to accept appointment within two (2) business days or to report for duty within the time prescribed in the offer; or (i) does not meet residency requirements.
6/18/96

RULE VII. SEPARATIONS - AS WRITTEN:

(c) Disability or Illness. An employee may be separated for disability or illness when he cannot perform the required duties because of a physical or mental impairment. Action may be initiated by the employee or the City. An employee who is disabled on the job and is participating in the Public Employees Retirement System (PERS) is eligible for disability retirement benefits through PERS. An employee who is otherwise disabled and who has four (4) years in the PERS may be eligible for disability retirement benefits. (Details of this program are available in the City Clerk's office). 7/17/90

AS PROPOSED:

(c) Disability or Illness. An employee may be separated for disability or illness when he cannot perform the required duties because of a physical or mental impairment. Action may be initiated by the employee or the City for disability benefits. An employee who is disabled on the job and is participating in the Public Employees Retirement System (PERS) is eligible for disability retirement benefits through PERS. An employee who is otherwise disabled and who has four (4) years in the PERS may be eligible for disability retirement benefits. (Details of this program are available in the City Clerk's office). 7/17/90 6/18/96

EXHIBIT "D"

RULE VIII. LEAVES OF ABSENCE - SECTION 3 VACATION LEAVE - AS WRITTEN:

(b) Effective January 1, 1987, an employee with six (6) months or more of continuous full time service with the City of Petal during a calendar year (must be hired prior to July 1st) is entitled to one week of paid vacation in the following calendar year. In each calendar year thereafter, the employee will be entitled to two (2) weeks paid vacation. Upon reaching the 10th anniversary, the employee will be entitled to three (3) weeks of paid vacation beginning January 1st of the following year. A four (4) week vacation is credited to the employee after twenty (20) years of service beginning on January 1st of the following year.

AS PROPOSED:

(b) Effective January 1, 1987, an employee with six (6) months or more of continuous full time service with the City of Petal during a calendar year (must be hired prior to July 1st) is entitled to one week of paid vacation in the following calendar year. In each calendar year thereafter, the employee will be entitled to two (2) weeks paid vacation. Upon reaching the 10th anniversary, the employee will be entitled to three (3) weeks of paid vacation beginning January 1st of the following year.

Effective January 1, 1996, for employees regularly scheduled to work 40 hours a week, upon reaching the 16th anniversary, beginning January 1st of the following year, one day of vacation will be added per year until a maximum of five (5) weeks or 25 days of paid vacation per year is reached. 6/18/96

Effective January 1, 1996, for Fire Department personnel, vacations will be scheduled by shifts, 1 week of vacation will be equal to two 24 hour shifts, 2 weeks of vacation will be equal to four 24 hour shifts and 3 weeks of vacation will be equal to six 24 hour shifts, 4 weeks of vacation will be equal to eight 24 hour shifts and 5 weeks of vacation will be equal to ten 24 hour shifts. Upon reaching the 16th anniversary, beginning January 1st of the following year, one 24 hour shift of vacation will be added and upon reaching the 20th anniversary, beginning January 1st of the following year, one 24 hour shift of vacation will be added. Upon reaching the 22nd anniversary, beginning January 1st of the following year, one 24 hour shift of vacation will be added and upon reaching the 25th anniversary, beginning January 1st of the following year, one 24 hour shift of vacation will be added, totaling 5 weeks of vacation. 6/18/96

EXHIBIT "D"

Effective January 1, 1996, for the Police Department personnel, vacations will be scheduled by shifts, 1 week of vacation will be equal to four 12 hour shifts, 2 weeks of vacation will be equal to seven 12 hour shifts, 3 weeks of vacation will be equal to eleven 12 hour shifts. Upon reaching the 16th anniversary, beginning January 1st of the following year, one 12 hour shift will be added. Upon reaching the 18th anniversary, beginning January 1st of the following year, one 12 hour shift will be added and upon reaching the 20th anniversary, one 12 hour shift will be added. Upon reaching the 22nd anniversary, beginning January 1st of the following year, one 12 hour shift will be added each year for the next four years until a maximum of 5 weeks or eighteen 12 hour shifts are reached. 6/18/96

RULE VIII. LEAVES OF ABSENCE - 4. SICK LEAVE - AS WRITTEN:

(b) Eligible city employees who have worked six (6) months are credited with six (6) work days sick leave at the end of that period.

(c) Amount of sick leave. Each employee working a minimum of forty (40) hours, five (5) days or more per week shall earn sick leave credits at the rate of one day per month. Sick leave may be accumulated to a maximum of sixty (60) working days. Any sick leave credits accumulated while the employee is at the maximum sixty (60) days can be accumulated and applied at retirement, upon written request of the employee at the start of the accumulation period, along with any remaining sick leave, toward additional quarters for the purpose of computation of retirement benefits through the Public Employees Retirement System, effective January 1, 1990. 7/17/90

AS PROPOSED:

(b) Eligible city employees who have worked six (6) months are credited with forty-eight (48) hours of sick leave at the end of that period.

(c) Amount of sick leave. Each employee working a minimum of forty (40) hours or more per week shall earn sick leave credits at the rate of eight (8) hours per month. Sick leave may be accumulated to a maximum of four hundred-eighty (480) working hours. Any sick leave credits accumulated while the employee is at the maximum four hundred-eighty (480) hours can be accumulated and applied at retirement, upon written request of the employee at the start of the accumulation period, along with any remaining sick leave, toward additional quarters for the purpose of computation of retirement benefits through the Public Employees Retirement System, effective January 1, 1990. 7/17/90 6/18/96

EXHIBIT "D"

AS WRITTEN:

(e) Notification of Absence. Employees who are absent from duty due to illness will be expected to notify their supervisor of the necessity for such absence within two hours after their normal beginning tour of duty, on the day of their illness. If the employee is unable to provide such notice himself, he will be expected to have someone else notify his supervisor as to the reason for his absence from duty.

AS PROPOSED:

(e) Notification of Absence. Employees who are absent from duty due to illness will be expected to notify their supervisor of the necessity for such absence within two hours prior to the normal beginning tour of duty, on the day of their illness. If the employee is unable to provide such notice himself, he will be expected to have someone else notify his supervisor as to the reason for his absence from duty. 6/18/96

A ITTEN:

(h) Computing Sick Leave. Absence for a fractional part of a day that is chargeable to sick leave in accordance with these provisions shall be charged in an amount not smaller than one-half of a day.

AS PROPOSED:

(h) Computing Sick Leave. Absence for a fractional part of a day that is chargeable to sick leave in accordance with these provisions shall be charged in an amount not less than four (4) hours. 6/18/96

EXHIBIT "D"

RULE VIII. LEAVES OF ABSENCE - 5. MATERNITY LEAVE - AS WRITTEN:

MATERNITY LEAVE. A female employee in good standing with the City, may upon favorable recommendation of her department head and approval of the Mayor and Board of Aldermen, be granted leave of absence beyond her accumulated sick leave and accrued vacation. This additional leave may not be less than sixty (60) days nor more than one hundred twenty (120) days; will be without pay, but will not effect the seniority or rank of such employees in the City service.

Upon recommendation of the employee's physician, and with the approval of the Mayor and Board of Aldermen, an additional thirty (30) day extension may be approved. Approval of such extensions shall be limited to such cases where complications from childbirth have occurred.

In all cases involving maternity leave of absence, neither sick leave nor vacation credits shall accumulate during the unpaid period of absence. No employee may continue to work after having passed the seventh month of pregnancy, unless written permission is received from the employee's physician and approved by the department head and Mayor and Board of Aldermen.

AS PROPOSED:

5. MATERNITY LEAVE - SEE FAMILY MEDICAL LEAVE ACT POLICY
6/18/96

RULE VIII. LEAVE OF ABSENCE - 7. CIVIL LEAVE - AS WRITTEN:

7. CIVIL LEAVE

(a) Regular full-time employees of the City of Petal, Mississippi who are required to serve as jurors, or to attend court or a coroner's inquest as a witness, may be excused from work with pay, for the day or days in which they serve in such capacity.

AS PROPOSED:

7. CIVIL LEAVE

(a) Regular full-time employees of the City of Petal, Mississippi who are required to serve as jurors, or to attend court or a coroner's inquest as a witness, may be excused from work with pay, for the day or days in which they serve in such capacity. A sum equal to the amount of compensation received by the city employee for such services will be refunded to the City for proper accounting. 6/18/96

EXHIBIT "D"

RULE IX. RETIREMENT AND GROUP INSURANCE

AS WRITTEN:

3. **GROUP INSURANCE.** The City of Petal provides a group health and life insurance plan and pays the total premium for the employee's share. The employee may pay, if he elects to cover his dependents, through the payroll deduction plan. The City complies with the Cobra Act of 1986 which requires that continuation of coverage under an employer's group health plan be made available to covered persons (called "qualified beneficiaries") in the event of a "qualifying event." Details of this benefit are available in the City Clerk's office.

AS PROPOSED:

3. **GROUP INSURANCE.** The City of Petal provides a group health and life insurance plan and pays the total premium for the employee's share. The employee may pay, if he elects to cover his dependents, through the payroll deduction plan. The City complies with the Cobra Act of 1986 which requires that continuation of coverage under an employer's group health plan be made available to covered persons (called "qualified beneficiaries") in the event of a "qualifying event." Details of this benefit are available in the City Clerk's office.

The City of Petal will allow full-time City employees, with twenty (20) years of service, who retire with the Public Employees Retirement System and who are not yet eligible for Medicare, to pay to the City, in advance, the appropriate premiums on the first business day of each month and be covered by the City's group insurance until such time as they are qualified for Medicare, or any governmental sponsored healthcare benefits, and that the same consideration be given to employees with four (4) years of service who are compelled to retire because of disability. 6/18/96

EXHIBIT "D"

S WRITTEN:

4. **PAYMENT OF BILLS.** Prompt settlement of lawful bills is the solemn obligation of every employee. The reputation and credit rating of all employees can be directly affected by one employee's action or actions. Involuntary assignment of wages, transcripts or judgments, filing of bankruptcy or failure to pay just debts is an accepted cause for disciplinary action, including dismissal.

S PROPOSED:

4. **PAYMENT OF BILLS.** Prompt settlement of lawful bills is the solemn obligation of every employee. The reputation and credit rating of all employees can be directly affected by one employee's action or actions.
6/18/96

RULE XIV. ADMINISTRATIVE POLICIES FOR DISASTER RELIEF PROGRAMS - AS WRITTEN:

2. Expenses. When an employee is required to travel outside the City of Petal on behalf of the Disaster Relief Program, the employee will be reimbursed for actual expenses. If a privately owned vehicle is used, the employee will also be paid for mileage at the rate of twenty (.20) cents per mile.

AS PROPOSED:

2. Expenses. When an employee is required to travel outside the City of Petal on behalf of the Disaster Relief Program, the employee will be reimbursed for actual expenses. If a privately owned vehicle is used, the employee will also be paid for mileage at the rate adopted by the city. 6/18/96

EXHIBIT "E"

**City of Petal
Alcohol and Controlled Substance
Policy for Employees**

The City of Petal recognizes that alcoholism and drug abuse is a highly complex disease which is treatable. The City of Petal also acknowledges the problem of substance abuse (including alcohol) in our society. Substance abuse is a serious threat to our Employees and the community. A substance abuse program is to ensure safety for our Employees, and the community.

While The City of Petal understands Employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The ultimate goal of The City of Petal's substance abuse program is to balance our respect for individual privacy with our need to maintain a safe, productive, drug-free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those who may use drugs or abuse alcohol to seek help in overcoming this problem. In this way, a rehabilitated abuser who remains drug free can return to work as an Employee in good standing. With these basic objectives in mind, The City of Petal has established the following policy with regard to use, possession or sale of alcohol and drugs.

Definitions:

Legal Drug - includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug - any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

Driver - From this point forward in this policy, the word "Driver" means Employee drivers of commercial motor vehicles who are subject to commercial driver's license requirements.

"On duty": This policy and the federal regulations that require it often use the term "on duty" in conjunction with prohibited conduct or drug and alcohol testing. Whenever used in this policy, the term "on duty" has the meaning given to it by the Department of Transportation Regulations found in 49 C.F.R. 395.2(a). "On duty" includes all the time a Driver is preparing to work or is working until relieved from all work responsibility. It includes time spent awaiting dispatch, inspecting equipment, assisting with loading or unloading a commercial vehicle, as well as time spent repairing, obtaining assistance for, or remaining in attendance with a disabled vehicle. **Whenever a Driver is "on duty" as defined in this section, that**

EXHIBIT "E"

Driver is considered to be performing safety-sensitive functions and is subject to all aspects of The City of Petal's policies and the regulations on which it is based.

"Employee": Full time employees; part time employees; and officials of the city.

Policy:

The City of Petal's policy is to employ a work force without the presence of alcohol or illegal drugs in his/her system. Likewise, the sale, possession, transfer, or purchase of controlled substances while on the property of The City of Petal's or while performing company business is strictly prohibited. The use, sale, or possession of an illegal or non-prescribed drug or controlled substance while on duty (unless a component of one's job) will result in disciplinary action, up to and including discharge. No alcoholic beverages are to be brought or consumed on The City of Petal's property. Prescription drugs are to be used only in the manner, combination and quantity prescribed and to whom prescribed.

Additionally, Employees are prohibited from the off premises use of alcohol and possession, use, or sale of illegal drugs when such activity adversely effects job performance, job safety, or the company's reputation in the community.

The City of Petal will not hire, unless federal or state law provides otherwise, alcoholics or drug abusers whose current use of such substances prevents them from performing their jobs or who would constitute a direct threat to the property or safety of others.

Employees will be subject to disciplinary action, up to and including dismissal, for violations of this policy. Such violations include, but are not limited to, possessing illegal or non prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of or such substances while working; or dispensing, distributing or illegally manufacturing or selling them on company premises. Employees, their possessions, and company issued equipment and containers under their control are subject to search or surveillance at all times while on The City of Petal's premises or while Employee is conducting company business.

Employees may be required to take a test at any time (for reasonable suspicion) to determine the presence of drugs or alcohol, unless such tests are prevented by law. Testing positive (with supporting confirmation test) for drugs or alcohol are a violation of this policy. Employees subject to the drug free work place act who are convicted of any criminal drug violation must report such condition to the Personnel Department within five (5) days. The Personnel Department will take appropriate action.

Any Employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including termination of employment.

EXHIBIT "E"

Employees who must use prescribed drugs or narcotics during work should report this fact to the Personnel Director along with acceptable medical documentation. A determination will be made as to whether the Employee should be able to perform his or her job safely and properly.

Employees who are experiencing work related problems resulting from drugs, narcotics or drug abuse or dependency may request, or be required, to seek counseling or help. Company sponsored or required counseling is to be kept confidential and is to have no influence on performance appraisals. Job performance alone, not the fact that the Employee seeks counseling, is to be the basis of all performance appraisals.

An Employee who is abusing drugs or alcohol may be granted a medical leave of absence in accordance with established corporate policy to undertake rehabilitation treatment. The Employee would not be permitted to return to work until certification is presented to the Personnel Department that the Employee is capable of performing the essential functions of his or her job. Failure to cooperate on an agreed upon treatment plan (if organizationally referred) may result in discipline, up to and including termination. Participation in a treatment program does not insulate an Employee from the imposition of discipline for violations of this or other hospital policies.

The City of Petal will, to the extent feasible, provide continuing education to Employees regarding the ill effects of drug and alcohol abuse.

Effective Date: This policy and the testing and other requirements of it go into effect on Oct. 1, 1996. After that date, all Drivers will be subject to both the drug and alcohol testing and to the prohibitions of this policy. All other Employees will be subject to the drug testing components.

Prohibited Conduct: All Employees are prohibited from using controlled substances and will be subject to testing for Marijuana, Amphetamines, Opiates, Cocaine, and Phencyclidine(PCP). All Employees are prohibited from possessing alcohol while on duty. In addition, Drivers are prohibited from consuming alcohol while on duty, for a period of four hours before going on duty and for a period of eight hours after being involved in an accident. Drivers are also prohibited from refusing to consent to this policy or to an alcohol or drug test under the terms of this policy.

Drug and Alcohol Testing: In order to detect and deter violations of this alcohol and controlled substances policy, The City of Petal is implementing a drug and alcohol testing program. This testing program is required by the FHWA regulations for Drivers who must participate in the testing as a condition of employment in The City of Petal. Testing of all Employees of The City of Petal is a decision made by the Board of Supervisors. The City of Petal has contracted with Work Well, an Occupational Health and Safety Program at Methodist Hospital, which provides drug and alcohol testing services in compliance with Federal Regulations.

Controlled substances testing uses a urine specimen provided by the driver. Alcohol testing utilizes a breath testing machine into which the Driver will blow. This machine is similar to the "breathalyzer" machines utilized by law enforcement personnel. Testing procedures and security precautions are discussed in detail in Appendix "A" to this policy. This section will only summarize how testing is done

EXHIBIT "E"

in the most general terms. Drivers must be familiar with the detailed statement of procedures set out in Appendix "A" to this Policy.

Controlled substances testing will be limited to tests for (1) Amphetamines; (2) Cocaine; (3) Marijuana; (4) Opiates; and (5) Phencyclidine (PCP). The terms "drug" and "controlled substances" are used interchangeably in this Policy and refer to the 5 substances just listed. No controlled substances test will be ruled as a verified positive until the Employee's urine specimen has been tested once by a federally certified laboratory and found positive, has been tested again by the laboratory and confirmed positive and then has been reviewed by a Medical Review Officer ("MRO"). The MRO gives the Employee an opportunity to explain any circumstances which might indicate the test is invalid or otherwise does not represent a violation of The City of Petal's policy, such as use of prescription medications pursuant to a doctor's order. The MRO for The City of Petal will be a licensed medical or osteopathic doctor with particular knowledge of substance abuse.

Since alcohol is not an illegal substance, The City of Petal's policy does not prohibit or test for responsible alcohol use by Drivers of legal drinking age. Testing will be conducted only at times when the Driver is either on duty or is about to come on or off duty, and the testing levels for alcohol are designed to register positive only when a Driver has consumed alcohol within four hours of reporting for duty or while on duty. There are six different circumstances under which Employees will be subject to testing. However, all drug and alcohol tests will be conducted according to strict privacy protection and safety/security procedures that are required by Federal law. These are explained in detail in Appendix "A" to this Policy.

THE TESTS

Pre-employment

The City of Petal will conduct pre-employment drug and alcohol testing for all Employee applicants and no person shall be allowed to perform safety-sensitive functions (i.e., on-duty Driver functions) until they have satisfactorily passed both an alcohol and drug screen.

Post-Accident

Post accident testing for drugs and alcohol is also required for each surviving Driver if the accident involved the loss of human life or if the Driver receives a citation for a moving traffic violation arising from the accident. The alcohol test is to be administered within eight hours following the accident. If a test is not administered within two hours, The City of Petal must prepare and maintain a written statement of the reasons for the delay. If the test is not performed within eight hours of the accident, there shall be no further attempts to administer an alcohol test and the records shall reflect why no test was administered. Drug testing, on the other hand, must be conducted within 32 hours following the accident.

Drivers must remain readily available for testing after an accident, though necessary medical attention will not be delayed. Your supervisor will provide instructions to you as to how to conduct yourself

EXHIBIT "E"

after an accident in order to help comply with post accident testing requirements. This information is summarized in Appendix "B" to this Policy. If a local law enforcement official conducts a drug and/or alcohol test after an accident in compliance with federal, state or local law and provides the results of those tests to The City of Petal, the results of those tests will satisfy post accident testing requirements of this policy. If the test is positive, it will be a violation of this policy.

Random Tests

The City of Petal will conduct random testing for drug's for all Employees. Random tests will be spread reasonably throughout the calendar year. When a person is notified of selection for random testing, he/she must proceed immediately to the designated testing site. Selection for random testing will be made by Work Well using a random number generator computer program. All Employees are subject to selection every time, even if that Employee has earlier been selected for a random test.

The random alcohol testing is for Drivers only. Initially, the random testing rate for alcohol will be 25% of the average number of Driver positions. This rate means that The City of Petal will conduct a number of tests at least equal to the required percentage of Driver positions. For drug testing, the requirement is 50% of the average number of driver positions, though a proposed DOT regulation would eventually lower the drug testing percentage rate. For now, however, drug and alcohol random testing will remain at different rates. Some Drivers chosen for random testing will be tested for both drugs and alcohol, some will be tested only for drugs. Before signing the consent form to be tested, Drivers will be told whether the test is for drugs, alcohol or both.

From year to year, the FHWA may change the random testing rate of Drivers and The City of Petal will be required to test at whatever rate the FHWA sets. The Federal Highway Administration, through audits, will determine on an industry-wide basis the annual percentage rate of positives for random alcohol testing. If, in two consecutive calendar years, the positive rate is less than .5%, the rate will decrease to 10% of Driver positions. If, however, in a two year period, the rate for each year is less than 1% but equal to or greater than .5%, the rate of testing will be 25%. On the other hand, the Driver position percentage rate may be increased if in any one calendar year the positive rate increases to more than .5%. For example, if the rate were lowered to 10% , and then the following calendar year the positive rate was .7%, the testing rate would return to 25% of driver positions. If the positive rate were to increase to 1% or greater, alcohol testing would be conducted at a 50% rate. Random rates will be published in March of each year by the FHWA for each industry segment.

Reasonable Suspicion

The City of Petal will also conduct reasonable suspicion testing for both alcohol and drugs. A decision to conduct reasonable suspicion testing must be based on specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech or body odors of an Employee consistent with drug or alcohol use. The decision must be made by a supervisor who has received training in detecting such conduct. All City of Petal supervisors who may make reasonable suspicion testing decisions will be provided training in detection in accordance with the FHWA regulations.

EXHIBIT "E"

Like the post accident testing for alcohol, reasonable suspicion testing for alcohol should be conducted within two hours of the determination to test but in no event later than eight hours after that determination. If it takes more than two hours to get the test, documentation must be maintained explaining the delay and no alcohol test shall be conducted more than eight hours after selection. A written record must be made of the observation leading to the reasonable suspicion test and it must be made within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

Return to Duty/Follow-up

The final testing provided for in the regulations is return to duty testing and follow-up testing. Return to duty testing is required for any Employee who has previously violated this policy or a similar policy mandated by The City of Petal or the FHWA, such as by testing positive for drugs or alcohol. If a Driver has tested positive for either, the Employee must, in addition to other requirements, pass another test before returning to duty. In addition, once back on duty, the Employee is subject to unannounced follow-up alcohol and/or controlled substances testing for a period of up to 60 months, all as directed by the EAP Counselor who has evaluated the Employee prior to the return to work. **PLEASE NOTE: ANY EMPLOYEE WHO VIOLATES THE CITY OF PETAL'S POLICY WILL BE SUBJECT TO DISCIPLINARY ACTIONS UP TO AND INCLUDING TERMINATION.**

Effect of a Positive Test or Refusal to Be Tested: A positive test result for alcohol or any of the five controlled substances is a violation of this policy. Any refusal to submit to a test when required by this policy is also treated as a positive test result. Whenever this policy talks about a positive test, it includes a refusal to submit to testing as well as a confirmed and verified positive test result measured in accordance with the procedures and cut-off levels specified in the FHWA and DHHS regulations.

An Employee will be considered to have refused to submit to a test if: (1) the Employee refuses to sign a consent form at the time the test is to begin; (2) the Employee refuses to co-operate in the testing process; or (3) the Employee is unable or unwilling to provide the required minimum breath and/or urine samples and there is no plausible medical explanation for the failure, as determined by the MRO.

As was stated above (under the heading "Effects of Violations"), testing positive is a violation of this policy and will result in discipline. Any Employee found in violation of this policy will be subject to disciplinary actions up to and including termination. In addition, Employees will be subject to the mandatory EAP Assessment.

Special Alcohol Rule: To be considered a confirmed positive alcohol test, the Employee's level must register .04 or greater. However, a special rule applies to Drivers whose alcohol level is less than .04 but greater than .02. This result does not trigger all of the effects noted above. Instead, the Driver must not drive or perform any safety-sensitive duties until the later of 24 hours or the beginning of his next scheduled shift.

EXHIBIT "E"

Pre-Employment Screening and Background Checks: As a condition of applying for a Employees position, an applicant must consent in writing to a pre-employment drug and alcohol test and to a two year background check by The City of Petal of the applicant's previous employers to determine whether the applicant has tested positive for drugs or alcohol or has otherwise violated the drug and alcohol policies of a previous employer. The City of Petal will be required to respond to similar inquiries from other prospective employers in the event a City of Petal's Driver or a former City of Petal's Driver applies for work with another employer. These requirements are designed to prevent Drivers who test positive from applying elsewhere for a job without first completing the required follow-up evaluations and treatments specified in the federal regulations and explained in the preceding section of this policy.

Notification of Test Results to Drivers: The results of a Driver's drug or alcohol test will be reported to him/her by his supervisor. If the test is positive, the Driver will be informed which substance or substances for which the test is positive. Employee applicants wishing to have the results of their drug and alcohol tests must request them in writing within 60 days of being informed of the disposition of their application for employment.

Access to Records: The FHWA regulations require The City of Petal to keep detailed records of its drug and alcohol testing program. However, these records are confidential and can only be released upon written consent of the Driver involved or by regulatory or court order. If a Driver makes a claim to a fact finder, such as a workers compensation claim, The City of Petal may turn over results of drug or alcohol tests that relate to the claim. A Driver may review or obtain copies of his or her own drug and alcohol testing records by requesting them in writing and paying the cost of the copies. A Driver's supervisor will assist him, upon request, in making an appropriate request for a copy of the records.

Employee Information and Training: As noted above, supervisory personnel who may be involved in making reasonable suspicion testing determinations must receive required training in making those determinations pursuant to FHWA regulations. In addition, all affected Drivers are being provided information about the effects and consequences of alcohol and controlled substance use/abuse on personal health, safety in the work environment as well as information regarding manifestations and causes that may indicate controlled substance use/abuse. Information being provided also discusses available methods of intervening when an alcohol or controlled substances problem is suspected. The information, which is summarized in Appendix "C" to this Policy, is a part of the Policy and all Employees are required to carefully review it in conjunction with reviewing this Policy. Employees should direct any questions regarding this information to their supervisor or designated person in charge of The City of Petal's testing program.

EXHIBIT "E"

APPENDIX "A"
TESTING PROCEDURES AND SAFEGUARDS

Introduction: The City of Petal will contract with Work Well to provide all of The City of Petal's drug and alcohol testing services, including Medical Review Officers or other consulting physicians to review and evaluate drug testing results. This APPENDIX will outline the procedures an Employee can expect when called upon to give a drug and/or alcohol test specimen. These procedures are required by Federal law. If you believe that a test was conducted in a manner other than as specified in these procedures, please inform your supervisor immediately. The procedures are specifically designed to safeguard an Employee's privacy during the testing process and to assure accurate test results.

Initial Presentation: A person required to give a drug or alcohol testing specimen at Work Well will be treated courteously and with individualized attention to minimize any stress or anxiety associated with the testing procedure. The Work Well Employee conducting the drug testing specimen collection process is called a Collection Site Person ("CSP") and the Work Well Employee who conducts alcohol testing is called a Breath Alcohol Technician ("BAT"). Work Well's BATs and CSPs will not use language that might be considered offensive or accusatory, but will strive to be courteous at all times to the person to be tested. In addition, Work Well's BATs and CSPs will follow the procedures outline in this policy and procedure statement to assure the integrity and quality of the alcohol and drug testing process, thereby maximizing accurate test results.

A particular CSP or BAT works with only one person to be tested at a time. Prior to beginning the testing process, each person must show proof of identification through a driver's license or other picture-bearing identification card. If positive proof of identification is not possible, the BAT or CSP will not proceed with specimen collection or any aspect of alcohol or controlled substance testing.

DRUG TESTING

Since the procedures for alcohol testing are different from those for drug testing they will be discussed separately. Drivers are subject to both types of tests and will be informed by Work Well personnel whether the test is for alcohol, drugs or both.

Specimen Collection Process: After an Employee has presented proper proof of identification, the CSP will conduct a short interview to document the relevant information about the person to be tested. Relevant information from this interview and from the complete specimen collection process is documented on a carbonless custody and control form, which identifies the specimen donor, the particulars of the collection process, and the transfer of the specimen to the appropriate lab or other facility for testing. In addition, the Employee will be provided a consent form to sign, giving written consent to the testing procedure. If an Employee refuses to consent or revokes his consent at any point, the BAT or CSP will not proceed with the process and The City of Petal will consider this a Refusal to Submit and a violation of The City of Petal's policy.

After the initial interview, the Employee will be requested to remove any coat or any other unnecessary outer garments that might conceal materials that could be used to alter or affect the specimen to be

EXHIBIT "E"

given. In any event, the Employee will be allowed to retain his/her wallet during the process of urine collection or, if they prefer, their wallet can be securely locked in a storage compartment at the clinic.

The specimen is collected in a clean, single use, sealed and securely wrapped container. Work Well will keep a supply of these containers on hand. Before giving the specimen collection container to the Employee, the CSP will allow the Employee to wash and dry his or her hands in the view of the CSP. The CSP will remain with the Employee and observe him/her to make certain that the Employee has no access to water or other substances that might be used to alter the specimen.

The CSP will then give the specimen collection container to the Employee and place him/her in the collection room, where the Employee will fill the collection container with at least 45 milliliters of urine. If the Employee is unable to urinate or is unable to provide the required minimum urine amount of 45 ml, the specimen collection process must be begun again, and the CSP will assist the Employee by providing fluids to drink. Any urine sample collected that is less than 45 ml will be discarded since Work Well does not combine urine from two collections to reach the required volume. The Employee will be allowed a reasonable time (not to exceed two hours) to consume fluids (not to exceed 24 ounces) and provide a specimen. If the Employee is unable to provide a specimen in two hours, a physician will evaluate him to determine if his problem is a medical one or constitutes a refusal to cooperate. The physician will report the results of this evaluation to The City of Petal. (NOTE: There will be no such medical evaluation for pre-employment tests unless The City of Petal agrees in advance to it.)

Unless circumstances require (as outlined below), there will be no direct observation of the Employee while he is providing the urine specimen. All aspects of the collection process are designed to maintain the modesty and privacy of the Employee. No unauthorized persons shall be allowed to be present in the specimen collection area at any time during the procedure. After the Employee returns with the specimen in the collection container, he will be allowed to wash and dry his/her hands.

After the Employee delivers the containerized specimen to the CSP, the specimen will remain in the view of the Employee at all times until it is split into two separate specimen containers, labeled and sealed. The Employee will observe the sealing and labeling of the specimen containers by the CSP and the Employee will initial the identification labels on the bottles to certify that they contain his/her specimen. The specimen containers are then sealed in the appropriate mailing envelope or container and remain under the control and supervision of the CSP at all times until the package is prepared for shipment to the laboratory. After the container has been sealed and initialed by the Employee, and the custody and control form has been completed by the CSP, the urine specimen collection process is complete.

Split Specimen Collection: Using two separate containers for the Employee's urine specimen is known as the split specimen collection method. With this method, the specimen is split by the CSP into a "primary" specimen consisting of at least 30 ml and a second "split" specimen containing at least 15 ml of urine. Both are labeled and forwarded to a DHHS certified lab as outlined in the preceding section. All initial and confirmation testing conducted by the certified laboratory will be conducted on

EXHIBIT "E"

the primary specimen only. However, the laboratory must also maintain the split specimen in secure storage.

If an Employee is informed by the Medical Review Officer that the result of the laboratory's analysis of his/her primary specimen is positive, the Employee has 72 hours from the time he/she is informed of the verified positive result to request an analysis of the split specimen being held by the laboratory. Any request for analysis of the split specimen made after this 72 hour period will not be honored unless the MRO, in his discretion, determines after discussion with the Employee that there were unusual circumstances that caused an excusable delay in requesting the test. Any test of the split specimen pursuant to a Employee's request will be at the expense of the Employee.

If the Employee makes a timely or otherwise proper request for a split sample test, the MRO must inform the lab in writing and the lab must immediately forward the split specimen to a second certified laboratory, with the seal intact and with proper chain of custody documentation, as well as a copy of the MRO's request. The second lab will perform the split specimen test and will report the results to the MRO. If the split test does not confirm the results of the first test, the test is canceled. However, The City of Petal and the MRO need not await the results of the split specimen test to initiate administrative action and EAP referral or to take such other actions as are provided for in The City of Petal's drug and alcohol testing policy.

Other Security Precautions: In addition to the security precautions inherent in the specimen collection and Employee identification system outline above, the following additional precautions are used by Work Well to maximize the integrity and accuracy of the drug testing specimen collection process:

- A. Toilet bluing agents are used to tint the water in the toilet located in the collection room where the Employee provides the actual specimen. All other sources of water in that area are secured so that the Employee cannot obtain access to them. In addition, the Employee is not allowed to flush the commode while in the collection room, because flushing may be used to dispose of evidence of materials used to contaminate or tamper with the specimen. If the seal on the commode that secures it against flushing is broken or if flushing sounds are heard from the specimen collection room, that specimen will be considered questionable and the Employee must submit to a retest.
- B. While the CSP will remain courteous and respectful of the Employee at all times, any unusual or suspicious actions or behavior on the part of the Employee will be noted on the custody and control form.
- C. Within four minutes after collection of the specimen, the temperature of the specimen will be measured to make certain that it is within the acceptable range of 32.5 degrees to 37.7 degrees centigrade (90.5 degrees to 99.8 degrees Fahrenheit). In addition, the CSP will check the color of the urine specimen and look for any evidence of contamination or tampering. Any unusual appearance of the urine or unusual temperature will be noted on the custody and control form.

EXHIBIT "E"

- D. In any instance where the CSP suspects that the specimen was tampered with, the test specimen will still be sent to the laboratory, but a new test will be scheduled, including a test under direct observation if The City of Petal consents to direct observation. (Direct observation testing is discussed below).
- E. After the specimen has been split, sealed, labeled, and placed in the mailing envelope or other shipping container, it will either be shipped immediately or stored securely in a locked space under the control of Work Well and the appropriate CSP. The completed custody and control form, including the chain of custody portions, will be completed and certified by the CSP and placed in the shipping container with the specimen which is being shipped or stored for shipping.
- F. From the time the Employee is initially identified until the specimen has been collected, split, labeled, initialed, and sealed, the CSP is not allowed to leave the specimen collection area at any time. If it becomes necessary due to emergency or other unavoidable circumstance for the CSP to leave, any collection begun at that point will be nullified and the test must be begun again.

Direct Observation Testing: Since Work Well's drug testing specimen collection process seeks to protect the privacy and modesty of all Employees tested, direct observation of the person giving the specimen during the time they are providing it is not part of the normal collection procedure. However, under certain circumstances, direct observation specimen collection may be necessary to assure the integrity of the drug testing process. Whenever direct observation testing is required under the guidelines set forth below, the person observing the Employee giving the specimen will be of the same gender as the Employee. The following guidelines will be used in determining whether direct observation collection is necessary and, in all cases, the decision to conduct direct observation collection will be made only after consultation with the approval by The City of Petal or a higher-level supervisor of the CSP. The following circumstances are the **exclusive** grounds for direct observation testing:

- A. The Employee has presented a urine specimen that falls outside the acceptable temperature range (32.5 degrees to 37.7 degrees Celsius; 90.5 degrees to 99.8 degrees Fahrenheit) and (a) the Employee declines to provide a measure of oral body temperature; **or** (b) body temperature is measured and it varies by more than one degree Celsius or 1.8 degrees Fahrenheit from the temperature of the specimen;
- B. The last urine specimen provided by the Employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity or less than 1.003 and Creatinine concentration below .2 g/L;
- C. The CSP observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the specimen (for example, substitute urine in plain view, blue dye in specimen presented, etc.); **or**

EXHIBIT "E"

- D. The Employee has previously been determined to have used a controlled substance without medical authorization and the particular test is being conducted under FHWA approved follow-up testing upon or after return to service.

Medical Review Officer: Work Well is staffed with qualified physicians who serve as Medical Review Officers ("MRO") (for federally required drug testing) and who assist other, voluntary drug testing programs (not federally managed) in evaluating laboratory results of drug testing. Work Well's physicians shall have served as MROs in numerous testing programs for several years and are familiar with DHHS, DOT, and FHWA requirements for interviewing Employees who test positive to determine whether a particular test result is "confirmed positive," and they also maintain the required drug testing records for blind sampling and composite reporting, as well as individual test results.

A report on each person tested will be sent to the MRO by the laboratory. This report will identify the drugs tested for, whether positive or negative results were obtained, the specimen number assigned, and the drug testing laboratory specimen identification number.

A positive laboratory test result does not automatically identify an Employee, applicant, or independent contractor Employee as having used drugs in violation of a DOT or FHWA rule. Instead, the MRO reviews the laboratory results along with the circumstances of the tested Employee to determine whether the test is in fact a "confirmed positive". This review must be performed prior to reporting the test results to the Company's administrative officials. The MRO, being a licensed physician with knowledge of substance abuse disorders, examines alternate medical explanations for any positive laboratory test results. This generally includes conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors revealed by the Employee.

Prior to making a final decision to verify a positive test result for an individual, the MRO gives the individual an opportunity to discuss the test results. The MRO may verify a test as positive without having communicated directly with the Employee about the tests in three circumstances:

1. The Employee expressly declines the opportunity to discuss the test;
2. More than five days have passed since the date the Employee was contacted by designated Company representative and informed to contact the Medical Review Officer as soon as possible; or
3. Other circumstances provided for in Department of Transportation Agency Drug Testing Regulations.

If the MRO is unable to reach the individual directly, the MRO will contact the designated official of The City of Petal who, in turn, will contact the Employee. In the case where the Employee has failed to contact the MRO for more than five days since the date the Employee was contacted by the designated Company representative, the MRO may report the test results as "confirmed positive."

EXHIBIT "E"

However, the MRO may still reopen the verification process if the Employee contacts the MRO and presents information that his delay in getting in touch with the MRO resulted from serious illness, injury or other unavoidable circumstances.

The purpose of the MRO interview is to allow the Employee to present information concerning a legitimate explanation for the positive laboratory test. If after such action, the Medical Review Officer concludes that there is a legitimate explanation of the positive test, the Medical Review Officer may declare the test to be negative. Otherwise, the result will be verified as a "confirmed positive." Following verification of a positive test result, the Medical Review Officer will refer the case to The City of Petal's designated management official empowered to recommend or take administrative action.

The Medical Review Officer is the only person authorized to order a re-analysis of the original sample or a test of the split specimen. Authorization for a split specimen test may be made by the Employee within 72 hours of his/her having received actual notice of a positive test. If the retest or split specimen is negative, the Medical Review Officer will cancel the test. (See section above regarding "Split Specimen Analysis").

The Medical Review Officer will not disclose to any party any medical information provided by the individual as part of the testing verification process. There is an exception to this rule where, in the MRO's reasonable medical judgment, the information indicates that continued performance by the individual of his/her safety sensitive function could pose a significant safety risk. Before obtaining medical information from any individual as part of the verification process, the MRO explains to the Employee that any information provided may be disclosed to third parties if continued performance by the Employee of his/her safety-sensitive function could pose a significant safety risk.

ALCOHOL TESTING

As noted earlier, alcohol testing is different from drug testing because it involves testing breath with a machine. Thus, no laboratory or urine samples are involved. This section will explain alcohol testing procedures.

The Testing Machine\EBT: The testing apparatus is a breath machine, referred to as an EBT (evidential breath testing device), and the particular make and model used is certified by the National Highway Traffic Safety Administration (NHTSA) and must appear on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." This list is referred to in the industry as the CPL, and it is somewhat analogous to the drug testing requirement that labs be listed as certified by the DHHS. All Work Well machines will meet these requirements.

The requirements for the EBT are somewhat different for initial screening vs. confirmatory testing, but if the machine meets the requirements for confirmatory testing, it can be used for the initial screening as well. For confirmation testing, the EBT must be able to distinguish between alcohol and acetone at concentrations of a .02 alcohol concentration (Drug Testing Measured in terms grams per 211 liters of air.) Also, the machine must be capable of printing in triplicate or on three consecutive and identical copies: the test result; the EBT's serial number and manufacturer; the time of the test; and a unique

EXHIBIT "E"

number generated by the EBT to identify the particular specimen being tested. The unique identification number produced by the EBT must also be capable of being read before the test is conducted.

For the initial screening test only, it is permissible to use an EBT that is on NHTSA's CPL list but does not meet all the other requirements just discussed. If such a machine is used, the tester must use a highly stylized log book to track the data for each initial screening test. However, in all cases, confirmation testing for alcohol must be conducted on an EBT meeting all the requirements of the preceding paragraph.

The regulations require that the manufacturer of the EBT develop a Quality Assurance Plan of testing and maintenance for the machine and Work Well's personnel will follow that plan to assure proper function of the EBTs used in The City of Petal's program. Work Well will keep the machines securely stored when not in use. Work Well's personnel will conduct testing of calibration, tolerances, and testing intervals, as well as machine inspection and maintenance procedures. Work Well is required to keep detailed records of their EBT Quality Assurance Plan.

The BAT: The person who conducts the alcohol testing is called a breath alcohol technician or BAT and this person is the functional equivalent of the CSP who collects drug testing specimen. Work Well BATs are trained on the type of EBT to be used and are trained at an approved course meeting NHTSA model course requirements. Work Well maintains documentation for The City of Petal of the proficiency and training of its BATs, along with other required records of compliance with FHWA regulations.

Testing Procedures: The procedures for alcohol testing are similar to drug testing. For example, the BAT must initially confirm the identity of the person to be tested and the BAT must explain the testing procedure to the Employee. The BAT is to work with only one Employee at a time. The testing is to be conducted at a location and in a manner that ensures aural and visual privacy. A mobile testing unit (i.e., van) may be used but must meet the privacy requirements. The only exception to the privacy requirement arises in the case of accident scene or other emergency testing, and in that event, Work Well will assure that Employees are provided as much privacy as the situation will allow.

Initial Screening: After the BAT has identified the Employee and has explained the testing procedure, the next step is to fill out the first part of the Breath Alcohol Test form, which includes the Employee's consent to be tested. (If the Employee refuses to sign, this constitutes a refusal to be tested and is treated as a positive test would be.) After consenting, the Employee watches the BAT open an individually wrapped and sealed mouthpiece, which is then attached to the EBT. The Employee is instructed to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates a valid sampling amount has been obtained.

The EBT will then provide the results of the initial test and the BAT will share these with the Employee. (NOTE: the methods of communicating and documenting these steps will vary depending on whether the machine is fully digital or whether a log book is used.) If the test result is a breath

EXHIBIT "E"

alcohol concentration of less than .02, the test is considered negative and the Employee and BAT complete the remainder of the form, sign it and report the result to The City of Petal.

If the result of the initial screening test is .02 or greater, it will be necessary to conduct a confirmation test. This second test will use a fully digital EBT meeting the confirmation testing requirements noted earlier above and may be conducted by the same BAT. If a different BAT will perform the confirmation test, the BAT who did the initial testing must sign off in the appropriate place on the form.

Confirmation Testing: Generally, the same BAT will perform the initial and the confirmation test, though this is not required. If a new BAT will perform the confirmation test, the new BAT must re-perform the Employee identification steps and must explain the testing procedures to the Employee. In addition, the new BAT will need to complete section 1 of the test report form. In all cases, the confirmation test must be performed within twenty minutes of the completion of the screening test.

There is a waiting period between the initial screening test and the confirmation test of fifteen minutes, counted from the conclusion of the screening test. The BAT will instruct the Employee not to eat or drink anything during the waiting period and not to belch, if possible. These restrictions, like the waiting period itself, are for the Employee's benefit by preventing an inflated or otherwise inaccurate alcohol reading. However, the test will be conducted at the end of the waiting period, regardless of whether the Employee follows the forgoing instructions. Any failure by the Employee to follow instructions will be noted by the BAT in the "Remarks" section of the testing form.

The testing procedures themselves for the confirmation test are identical to the initial test in terms of instructions to the Employee, using a new mouth piece and getting a valid specimen. Before administering the test, however, the BAT must conduct an Air Blank test to assure that the EBT registers 0.00 on the Air Blank (a test of room air). If the first Air Blank registers greater than 0.00, one additional Air Blank may be conducted. If that second Air Blank test is 0.00, the test may proceed. If not, the test must not proceed using that machine. That EBT will not be used in FHWA testing again until it has been checked for calibration and tolerances in accordance with the manufacturer's quality assurance program.

If the EBT confirmation test result is different from the initial test result, the confirmation test result controls. As with the initial test, the BAT will show the result of the confirmation test to the Employee and will complete the testing form. Both the Employee and the BAT must then sign the testing form. The BAT will then conduct an additional Air Blank test and, if the result is greater than zero, the confirmation test is invalid.

To be considered positive and in absolute violation, a driver's confirmed alcohol level must be .04 or greater. Results between .02 and .04 are not absolute violation but require that the Employee be relieved of safety-sensitive duties until the longer of 24 hours or the start of his next shift.

Reporting Results: The result of the alcohol test is reported on a triplicate form, the format of which is required by the FHWA regulations.

EXHIBIT "E"

The City of Petal has designated Pricilla Daniel to communicate with Work Well's BAT on alcohol testing matters. If test results are initially communicated other than in writing, the BAT and The City of Petal's representative must have a system of identification before the information is provided. The initial oral report must be followed by delivery of The City of Petal's copy of the testing form and The City of Petal is responsible for maintaining this and all other required records in a secure manner.

Miscellaneous Provisions: As with drug testing, any suspicious behavior, failure to cooperate, inability to provide a specimen or other behavior which makes completion of an alcohol test impossible shall terminate the test and shall be documented by the BAT. Similarly, if a test is interrupted or events occur which would render the test invalid, the test must be aborted and started over using new materials and new forms.

If an Employee is unable to provide a specimen of air suitable for testing, The City of Petal shall be so informed and The City of Petal will select a physician to evaluate whether the failure to provide enough air is medically explainable. This is the same requirement as the "shy-bladder" evaluation performed by the MRO under the drug testing regulations and, as in drug testing, the physician's report to The City of Petal must be in writing. If there is no valid medical explanation for the failure to provide the specimen, it is treated as a refusal to co-operate and thus a positive test. (NOTE: This medical evaluation will not be conducted if the test is a pre-employment test.)

A breath alcohol test is considered invalid under the following circumstances: failure to observe the 15 minute waiting period; failure of EBT to pass calibration and tolerance tests at the next subsequent check; failure of the BAT to conduct Air Blank testing; failure of the BAT to sign the form or to note in the "remarks" section that the Employee failed or refused to sign the form; EBT fails to print a confirmation test result; disparity between the Employee identification number or alcohol concentration as between the printed result form and the digital reading on the machine.

EXHIBIT "E"

APPENDIX "B"
SUMMARY OF POST-ACCIDENT REQUIREMENTS FOR TESTING

If a Driver is involved in an accident while driving and on duty, a post accident drug and alcohol test is required if: the accident involves a fatality or the driver receives a citation for a moving violation. To assist Drivers in complying with this requirement, District Supervisors will discuss with you procedures for post accident testing. They are summarized as follows:

1. If you are involved in an accident, you should immediately contact **Pricilla Daniel**.
2. If you cannot make this contact, ask law enforcement officials to make the contact for you.
3. If you receive a citation or if the accident involves a fatality (or potential fatality), you must be alcohol and drug tested.
4. If you are unable to reach your supervisors, you should request the law enforcement personnel to conduct an alcohol test of you. You should also contact the nearest medical facility to request a urine screen for drugs. (The City of Petal will reimburse you for any expenses).
5. If you need medical assistance, that assistance is not to be delayed to conduct testing. However, if you are unable to do so, inform the medical personnel of the need for the testing for drugs and alcohol.
6. If you are unable, due to injuries, to complete any of the steps in 1-5 above, your signed consent form on file allows The City of Petal to order the necessary tests for you.

EXHIBIT "E"

APPENDIX "C"

**SUMMARY OF INFORMATION ON EFFECTS, MANIFESTATIONS AND METHODS
OF INTERVENTION IN ALCOHOL AND DRUG USE/ABUSE**

- A. Drug and Alcohol Use/Abuse In The Workplace
 - 1. Physical, Behavioral, Speech and Performance Indicators
 - 2. Methods of Intervention
 - 3. The Facts About Substance Abuse (6 minutes).

- B. How Drugs Affect the Body
 - 1. Stimulants
 - 2. Depressants (Including Alcohol).
 - 3. Narcotics
 - 4. Hallucinogens

- C. The Personal Effects of Drug and Alcohol Use/Abuse
 - 1. Health
 - 2. Work
 - 3. Personal Life.

- D. The Role of the Supervisor/Manager
 - 1. Supervisor/Cop/Counselor?
 - 2. Proper Job Performance Documentation
 - 3. Five Steps on How to Confront a Troubled Employee

- E. Certificate of Completion

EXHIBIT "F"

THE PETAL SCHOOL DISTRICT
AND
THE CITY OF PETAL

The PETAL SCHOOL DISTRICT and the CITY OF PETAL, MISSISSIPPI, hereby agree to enter into the following contract whereby the PETAL SCHOOL DISTRICT agrees to the following regulations for serving lunches to SENIOR CITIZENS of Petal, and the CITY OF PETAL further agrees to the following regulations for reimbursement and payment for said SENIOR CITIZENS lunches.

The aforementioned regulations are as follows:
SENIOR CITIZENS meals will be served on Monday and Wednesday of each school session week except on specified school holidays. Said meals will be served by Petal Middle School cafeteria staff.

SENIOR CITIZENS meals will be served by the PETAL SCHOOL DISTRICT beginning promptly at 10:20 a.m. on said days and those SENIOR CITIZENS participating will be completed with their meals before student serving time at 10:50 a.m. SENIOR CITIZENS participating will be responsible for picking up their lunch trays at the service line and taking the lunch trays to the dish room window upon completion of their meals.

SENIOR CITIZENS lunch menus will be the same as that served the students of the PETAL SCHOOL DISTRICT. Copies of said menus will appear weekly in the Petal Journal.

SENIOR CITIZENS participating who wish to bring a guest (grandchildren, children, etc.) will be responsible for paying for said lunches directly to the Food Service Cashier. These extra lunches will not be included in the total count for billing the CITY OF PETAL.

THE PETAL SCHOOL DISTRICT will submit a monthly billing to the CITY OF PETAL for the total number of SENIOR CITIZENS meals served during the specified month. The rate for reimbursement to the PETAL SCHOOL DISTRICT is set at Two Dollars and Fifty cents (\$2.50) per SENIOR CITIZEN meal served.

The CITY OF PETAL will reimburse the PETAL SCHOOL DISTRICT in accordance with said billed statement within ten (10) working days upon receipt of said statement of payment.

This agreement shall be effective from July 1, 1996 to June 30, 1997. It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of termination.

William A. Lewis
PETAL SCHOOL OFFICIAL

SUPERINTENDENT
TITLE DATE

[Signature]
CITY OF PETAL OFFICIAL

MAYOR 6-19-96
TITLE DATE

EXHIBIT "G"

ORDINANCE NO. 1985 (62) A-2
OF THE
CITY OF PETAL, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NUMBER 1985 (62) A AND
ORDINANCE NUMBER 1985 (62) A-1, ALTERING MODIFYING, AND
DESCRIBING THE BOUNDARIES OF VOTING PRECINCTS AND
ESTABLISHING VOTING PLACES FOR THE DESIGNATED PRECINCTS

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF PETAL, MISSISSIPPI, TO-WIT:

SECTION 1: That Ordinance No. 1985 (62) A and Ordinance No.
1985 (62) A-1 shall be in full force and effect, with the exception
of Section 3, which is amended as follows, to-wit:

SECTION 3: REDEFINING PRECINCTS

1. The voting precincts of the City of Petal, Mississippi,
from and after adoption of this Amendment to Ordinance 1985 (62) A
and Ordinance 1985 (62) A-1 shall be redefined, named and included
to insure a correct listing of all voting precincts. The names of
all precincts, including the legal metas and bounds descriptions of
all of said precincts and voting places designated therein are
designated and described as follows, to-wit:

WEST PETAL PRECINCT

There shall be a voting district known as the West Petal Precinct,
the voting place for which shall be to 221 West 5th Avenue, Petal,
Mississippi. The West Petal Precinct is described as follows:

Begin at the point of intersection of the centerline of Lynn Ray
Road with the North line of Section 25, T-5-N, R-13-W.

Thence run West on and along the north line of said Section 25 to
the NW corner of said Section 25;

Thence South on and along the section lines to SW corner of Section
25;

Thence West on and along the section lines to its intersection with
the main channel of Leaf River;

Thence in a generally Southerly direction and along the meandering
of the main channel of said Leaf River to its intersection with a
Westerly extension of the North right-of-way of West 7th Avenue,
Petal, Mississippi;

Thence East along the Westerly extension of the North right-of-way
of West 7th Avenue and the North right-of-way of 7th Avenue to its
intersection with the centerline of Main Street in Petal,
Mississippi;

Thence Northerly and along the centerline of Main Street to the
Centerline of Leeville Road;

Thence Northerly and along the centerline of Leeville Road to its
intersection with the centerline of the Lynn Ray Road in Section
25, T-5-N, R-13-W.

EXHIBIT "G"

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Thence Northeasterly along the centerline of Lynn Ray Road to its intersection with the North Line of Section 25, T-5-N, R-13-W, which point of intersection is the point of beginning.

PETAL MASONIC LODGE PRECINCT

There shall be a voting precinct known as the Petal Masonic Lodge Precinct, the voting place for which shall be at the Petal Masonic Lodge, 120 Campbell Street, Petal, Mississippi. The Petal Masonic Lodge Precinct is described as follows:

Begin at the point of intersection of the centerline of Main Street in Petal, Mississippi, with the centerline of Mississippi Highway Number 42;

Thence Northerly along the centerline of Main Street to its intersection with the centerline of Leeville Road;

Thence Northerly along the centerline of Leeville Road to its intersection with the centerline of the Lynn Ray Road in Section 25, T-4-N, R-13-W;

Thence Northeasterly along the centerline of Lynn Ray Road to its intersection with the North line of Section 25, T-5-N, R-13-W;

Thence East along the section lines to the NE corner of Section 30, T-5-N, R-12-W;

Thence South and along the section lines to its intersection with the centerline of Mississippi Highway Number 42;

Thence Westerly and along the centerline of Mississippi Highway Number 42 to its intersection with the centerline of Main Street, which is the point of beginning.

PETAL COMMUNITY CENTER PRECINCT

There shall be a voting precinct known as the Petal Community Center Precinct, the voting place for which shall be at the Petal Community Center, 712 South Main Street, Petal, Mississippi. The Petal Community Center Precinct is described as follows:

Begin at the point where the centerline of Mississippi Highway Number 42 intersects with the East line of Section 31, T-5-N, R-12-W.

Thence South along the section lines of said Section 31, to the SE corner of said Section 31;

Thence run West to the North-South centerline of said Section 6, T-4-N, R-12-W;

Thence South on and along the North-South centerlines of said Section 6 and Section 7, T-4-N, R-12-W to its intersection with the East-West centerline of Section 7;

Thence run East to the East section line of Section 7;

Thence run South along the East line of Section 7 and the East line of Section 18, T-4-N, R-12-W to the SE corner of the NE 1/4 of said Section 18;

Thence run West along the East-West centerline of Section 18 to the SW corner of the NW 1/4 of said Section 18;

Thence North to the NW corner of Section 18;

Thence West along the North line of Section 13, T-4-N, R-13-W to its intersection with the main channel of Leaf River;

Thence Northerly and Northwesterly on and along the meandering of the main channel of Leaf River to its intersection with the

EXHIBIT "G"

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Westerly extension of the Northerly right-of-way of 7th Avenue in Petal, Mississippi;

Thence East and along the Westerly extension of the Northerly right-of-way of 7th Avenue and along the Northerly right-of-way of 7th Avenue to its intersection with the centerline of Main Street in Petal, Mississippi;

Thence North and along the centerline of Main Street to its intersection with the centerline of Miss. Highway 42;

Thence Easterly and along the centerline of Miss. Highway 42 to its intersection with the East line of Section 31, T-5-N, R-12-W, which is the point of beginning.

2. The Clerk of the municipality is hereby directed to notify the Commissioners of Election of the City of Petal, Mississippi of the creation and alteration of the boundaries of those voter precincts set forth herein, all as required by law.

SECTION 2: EFFECTIVE DATE

1. The above and foregoing Ordinance shall be effective within thirty (30) days from and after its passage.

2. This Ordinance shall take final force and effect only upon being approved by the Justice Department of the United States of America, pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

SECTION 3: CONSTITUTIONALITY

If any section or part of this Ordinance shall be found unauthorized or otherwise unconstitutional, by a court of competent jurisdiction, or the Department of Justice of the United States of America, it shall not effect the remaining sections of said Ordinance not found to be unauthorized or unconstitutional.

The above and foregoing Ordinance having been reduced to writing, and having been presented to the Mayor and Board of Aldermen, first section by section and then upon the Ordinance as a whole, the following vote was had:

Those present and voting "Aye" and in favor of the passage, adoption and approval of each section of the foregoing Ordinance:

Alderman Raymond C. Brandle

Alderman William H. Campbell

Alderman Reuben Clepper

Alderman Leroy Scott

Alderman Shelby L. Tins

EXHIBIT "G"

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Those present and voting "Aye" and in favor of the adoption of
the foregoing Ordinance as a whole:

Alderman Raymond C. Brandle
Alderman William H. Campbell
Alderman Reuben Clepper
Alderman Leroy Scott
Alderman Shelby L. Tims

The above and foregoing Ordinance having received the majority
and affirmative vote of all of the Aldermen, the same is hereby
passed, adopted and approved, on this, the 18th day of June, A.D.,
1996.

JACK GAY, JR., MAYOR

ATTEST:

PRISCILLA C. DANIEL
CITY CLERK

Publish One (1) Time:

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