

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____ Resolution Ordinance

Contact/Prepared By: Tara Ladd Date Prepared: 01/04/21

Title (Caption): A resolution approving Amendment One (1) to the contact between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: PW Requested By: Sharon Smith

Affected Department(s): PW Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input checked="" type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Tom Eddleman</u> Approved by Finance/Accounts: <u>Ken Hartlage</u> Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>1/21/2021 10:08 AM CST</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Kevin Crumbo/Ho</u>

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. _____

A resolution approving Amendment One (1) to the contact between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

WHEREAS, RS1999-1473 approved a contract between the Metropolitan Government of Nashville and Davidson County ("Metro") and BFI Waste Services, LLC, for Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services for Solid Waste dated January 16, 2002 ("Contract"); and,

WHEREAS, pursuant to the Contract, Metro may exercise the option to extend the Contract for a maximum of two (2) five-year Renewal Terms; and,

WHEREAS, the parties wish to exercise the option to renew the contract for an additional five (5) year term, to update the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville & Davidson County that Amendment 1 be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 1 to the Contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and BFI Waste Services, LLC, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement shall be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Shanna Whitelaw

Shanna Whitelaw, Interim Director
Department of Public Works

Michelle A. Hernandez Lane

Michelle Lane
Purchasing Agent

Member(s) of Council

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Kevin Crumbo TE
Kevin Crumbo
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Tara Ladd
Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services.

Amendment Summary: Amendment amends the contract term, update the per ton charge, make several contract language updates, and revises the vendor's name.

Contract Number: 14732 Amendment Number: 1 Solicitation Number: RFP 92-474

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/17/2018 Contract Expiration Date: 10/16/2023 Contract Term: 20 Years

Previous Estimated Contract Life Value: \$100,000,000.00 ** Fund: 10101, 30501

Amendment Value: \$41,800,000.00 ** BU: 42142110, 42804520, 4280311

New Estimated Contract Life Value: \$141,800,000.00 ** (depending on actual expenses issued at the PO levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Public Works Department(s) Served: Public Works/Water Services

Prime Contractor Information

Prime Contracting Firm: Republic Services, Inc ISN#: 1601

Address: 621 Hill Ave City: Nashville State: TN Zip: 37210

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (check if applicable)

Prime Company Contact: Jeremy Jernigan Email Address: jjernigan@republicservices.com

Phone #: 615-782-5500

Prime Contractor Signatory: Jeremy Jernigan Email Address: jjernigan@republicservices.com

Subcontractor Information

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: N/A Percent, if applicable: N/A

Procurement Non-Discrimination Program:

M/WBE Participation Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes

MLL



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 14732
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND BFI WASTE SOLUTIONS, LLC**

THIS AMENDMENT 1 TO CONTRACT (this "Amendment 1"), is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works ("Metro") and BFI Waste Solutions, LLC ("Contractor").

RECITALS:

WHEREAS, Contractor provides certain transfer station facilities, operation of transfer station, waste transportation services and disposal service for solid waste to Metro as set forth in the Contract to provide said services dated January 16, 2002 and approved by RS1999-1473; and,

WHEREAS, the parties desire to extend the term of the Contract for five (5) additional years, clarify the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That Section 1.01 Certain Definitions be amended by deleting from the definition of Guarantor "Allied Waste Industries, Inc." and inserting in lieu thereof "Republic Services, Inc."
2. That Section 1.01 Certain Definitions be amended by deleting from the definition of Hazardous Waste "1200-1-11-.02(1)(c)" and inserting in lieu thereof, "0400-12-01-.02(1)(c)."
3. That Section 1.01 Certain Definitions be amended by deleting the definition of Legal Holidays in its entirety and inserting in lieu thereof: "means those Metro holidays which are New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Holidays may be changed upon the determination of the Director upon thirty (30) Days prior written notice to the Contractor."



4. That Section 1.01 Certain Definitions be amended by deleting the definition of Long-Term Service Period in its entirety and inserting in lieu thereof: “means the service period commencing July 1, 2002.”
5. That Section 1.01 Certain Definitions be amended by adding “biosolids” to the definition of Solid Waste.
6. That Section 2.07 Record Keeping and Reporting, subsection d. be amended by deleting it in its entirety and inserting in lieu thereof, “Both Metro and the Contractor shall provide for the retention and storage of all records related to the transactions described in this Section 2.07 for a period of at least seven (7) years, and ten (10) years if required by FEMA for any disaster debris disposal (to the extent Metro notifies Contractor of the records to which the extended retention period applies). The use of remote storage media, consisting of maintaining photocopies, microfilm or microfiche copies, access to electronic storage media or any other commonly used storage system with respect to such records shall constitute such retention and storage, regardless of where the foregoing records are physically located.”
7. That Section 4.01 Service Charge, subsection (b) be amended by deleting the last paragraph of the Section in its entirety and replacing it in lieu thereof: “The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the solid waste generator fees per Metro Code 10.20.360 imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro.”
8. That Article IV Establishment and Payment of Services and Other Amounts be amended by adding a new Section, Section 4.06 and the following: “Section 4.06. Education Payments. Contractor shall contribute \$50,000 on July 1, 2022 and annually each July 1 thereafter for the duration of the Renewal Term, to Metro’s waste reduction education program.”
9. That Section 5.02 Bonds, subsection a. be amended by deleting it in its entirety and inserting in lieu thereof: “Performance Bonds and Labor and Materials Bonds. On or before the Contract Date, and every year thereafter during the term of this Contract, including any renewal periods, the Contractor shall annually provide financial security for the performance of its obligations hereunder through Performance Bonds and Labor and Materials Bonds issued by a surety company in a form reasonably suitable to Metro : (1) approved by Metro having a rating of "A" in the latest revision of the



A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) properly registered and licensed to conduct business in the State. The bond shall be accompanied by a power of attorney indicating that the person executing the performance bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to or concurrent with the date of the performance bond. The Performance Bonds and Labor and Materials Bonds shall be issued in the name of the Contractor and Metro and shall be issued in the amount reflecting the prior years' Service Fees Metro paid to Contractor and shall remain open until the termination of the Contract.

10. That Section 8.02 Events of Default of Contractor, subsection (a) be amended by deleting "60" and inserting in lieu thereof: "30".

11. That Section 9.06 Notices be amended by deleting Metro's and Contractor's contact information and inserting in lieu thereof:

Department: Metro Public Works
Address: 750 S. 5th Street
Nashville, TN 37206
Attention: Director of Public Works

With a copy to:

Purchasing Agent
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210

and

The Metropolitan Attorney Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

Notices to Contractor shall be mailed or hand delivered to:

Contractor: Republic Services, Inc.
Address: 621 Hill Ave.,
Nashville, TN 37210
Attention: General Manager



With a copy to:

Contractor: Republic Services, Inc.
 Address: 18500 N. Allied Way
 Phoenix, AZ 85054
 Attention: General Counsel

12. That Schedule 3 to the Contract, Legal Holidays, be amended by removing it in its entirety.
13. That Schedule 10 to the Contract, Per Ton Charge, be amended by deleting the Service Charge for All Tons Delivered Chart and inserting in lieu thereof:

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component		Total Price/Ton
Year 1 – FY23	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 2 – FY24	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 3 – FY25	\$4.21	+	\$8.73	+	\$33.17	=	\$46.11
Year 4 – FY26	\$4.28	+	\$8.86	+	\$34.11	=	\$47.25
Year 5 – FY27	\$4.34	+	\$8.99	+	\$35.09	=	\$48.42

The per ton charge will be adjusted each Contract Year after the first Renewal Term with respect to all Contract waste starting with the first year after the first Renewal Term at a rate of 102.5%.

14. That Section 9.02 is amended by deleting it in its entirety and inserting in lieu thereof:

(a) Mutual Renewal Option. This Contract may be extended beyond the Initial Term for a maximum of two (2) five-year Renewal Terms, on the same terms and conditions as during the initial Term subject to the terms of this section 9.02.

(b) Notice of Exercise of Option to Renew. If Metro and Contractor determine to renew the Contract after the expiration of the Initial Term (or after the expiration of the first Renewal Term, as the case may be), at least twenty-four (24) months prior to the expiration of the term then in effect, Metro and Contractor shall each provide notice in writing to the other party.

(c) Election to Terminate Contract. If Metro and Contractor do not timely renew this Contract at least twenty-four (24) months prior to the expiration of the Initial Term or the Renewal Term, then this Contract shall terminate at the end of the then current Initial Term or Renewal Term.

15. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the Contract shall remain in full force and effect.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 14732

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Shanna Whitelaw

Dept. / Agency / Comm. Head or Board Chair.

SKW

Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane

Purchasing Agent

JLR

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumballo

Director of Finance

TE

OMB

kh

BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd

Metropolitan Attorney

BC

Insurance

Metropolitan Mayor

COO

ATTESTED:

Metropolitan Clerk

Date

Republic Services Inc.

Company Name

J Amick

Signature of Company's Contracting Officer

Jamey Amick

Officer's Name

AP

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS:certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co. NAIC # 22667	
	INSURER B: Indemnity Insurance Company of NA 43575	
	INSURER C: ACE Fire Underwriters 20702	
	INSURER D: Illinois Union Insurance Company 27960	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1769714

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/> _____			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4503 - Named Insured Includes: BFI Waste Services, LLC - Dba: AAA Transfer Station

CERTIFICATE HOLDER

PURCHASING AGENT, METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 METRO COURTHOUSE
 730 2ND AVENUE SOUTH, STE 101
 NASHVILLE, TN 37206
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS
CERTIFICATE NUMBER: 1769714

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

With respect to general liability and automobile liability, additional insured includes Metropolitan Government of Nashville and Davidson County, if officials, officers, employees and volunteers, when required by written contract.

Re: Contract No. 14732

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25305425	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

1

POLICY NUMBER: HDO G71450892

Endorsement Number: 284

**COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

↑↑



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

June 27, 2019

Clara Vinson
BFI Waste Servs./Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Re: **Revised Exhibit Pricing for Contract # 14732**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review and approved the request for escalation/de-escalation and hereby agrees to the \$38.78 per ton rate. This revised exhibit will go into effect 07/01/2019.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Nashville

Michelle A. Hernandez Lane

Purchasing Agent

Michelle A. Hernandez Lane

Printed Name

7/1/2019 | 11:42 PM CDT

Date Signed

Contractor:

BFI Waste Servs./Republic Services of

Clara Vinson

Contracting Authority

Clara Vinson

Printed Name

6/28/2019 | 7:17 AM CDT

Date Signed

7/1/05 → 6/30/2025

Year 1:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00

Years 2 – Balance of Long Term Service Period:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton		Adjustment Factor
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00	x	AF
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75	x	AF
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50	x	AF
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25	x	AF
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00	x	AF

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component	Adjustment Factor
Actual Tons delivered	\$30.00 x	AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge. Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).



June 1, 2019

Metropolitan Government of Nashville and Davidson County
Purchasing Department
Attn: Terri Troup
730 2nd Ave South, Ste. 101
Nashville, TN 37210

Re: Disposal Rate Increase

Dear Mrs. Terri Troup:

Please accept this letter as Republic Services notice of the annual price increase in accordance with the terms and conditions of the contract "Transfer Station Service Agreement" dated January 16th, 2002. As stated in Schedule 10, page 2, the per ton charge will be adjusted each Contract Year at a rate of 2.5%.

Effective July 1, 2019, the disposal rate per ton will increase from \$37.85 to \$38.78.

Please contact me at your earliest convenience with any questions or concerns at 615-648-8475.

Sincerely,

A handwritten signature in black ink that reads "Clara Vinson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clara Vinson
Controller, Republic Services of Nashville
750 E Jefferson Pike
Murfreesboro, TN 37130

Davis, Karen (Financing - Procurement)

From: Kumrow, Kristin (Public Works)
Sent: Monday, June 24, 2019 11:46 AM
To: Finance – Procurement Resource Group
Cc: Wahlstrom, Sharon (Public Works)
Subject: RE: Republic Services Annual disposal rate Increase.
Attachments: Metro Annual Price increase.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Karen

Good morning,

The rate increase of 2.5% is acceptable for Republic Services.

Regards,

Kristin C. Kumrow
Metro Nashville Public Works – Finance
615-862-8707

-----Original Message-----

From: Wahlstrom, Sharon (Public Works)
Sent: Friday, June 21, 2019 4:24 PM
To: Kumrow, Kristin (Public Works)
Subject: FW: Republic Services Annual disposal rate Increase.

~Sharon W.
Office 615-880-1681

Cell 615-922-8023

-----Original Message-----

From: Finance – Procurement Resource Group

Sent: Tuesday, June 18, 2019 6:48 AM

To: Wahlstrom, Sharon (Public Works)

Cc: Finance – Procurement Resource Group; 'Vinson, Clara'

Subject: RE: Republic Services Annual disposal rate Increase.

Sharon:

The Procurement Resource Group will wait to hear of your approval before taking any further action on this request.

Thanks

Terri R. Troup

Senior Procurement Officer

Department of Finance

Procurement Division

Metropolitan Nashville Davidson County

730 2nd Avenue South, Ste. 101

Nashville, TN 37210

615/862-6669

terri.troup@nashville.gov

Procurement Code, Regulations, and Additional Information

Certificate Of Completion

Envelope Id: E25ABEA8802E4512B6CB994361AC79E0	Status: Completed
Subject: Contract 14732 with Republic Services Letter of Acceptance for Escalation (Public Works)	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/27/2019 9:17:00 AM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Terri Troup	↑↑	Sent: 6/27/2019 9:21:10 AM
Terri.Troup@nashville.gov		Viewed: 6/27/2019 9:30:40 AM
Senior Procurement Officer		Signed: 6/27/2019 11:59:23 AM
Metropolitan Government of Nashville and Davidson County	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.190	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Clara Vinson	<i>Clara Vinson</i>	Sent: 6/27/2019 11:59:24 AM
CVinson@republicservices.com		Viewed: 6/28/2019 7:16:47 AM
Security Level: Email, Account Authentication (None)		Signed: 6/28/2019 7:17:23 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 12.247.47.22	

Electronic Record and Signature Disclosure:
Accepted: 6/28/2019 7:16:47 AM
ID: da807e9b-bd1f-4803-9fef-8ac7ed533c3c

Michelle A. Hernandez Lane	<i>Michelle A. Hernandez Lane</i>	Sent: 6/28/2019 7:17:25 AM
michelle.lane@nashville.gov		Viewed: 7/1/2019 11:41:37 PM
Chief Procurement Officer/Purchasing Agent		Signed: 7/1/2019 11:42:09 PM
Metro	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events**Status****Timestamp**

Elizabeth Waites

Elizabeth.Waites@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Sent: 7/1/2019 11:42:10 PM

Viewed: 7/2/2019 7:49:34 AM

Sharon Wahlstrom

Sharon.Wahlstrom@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Sent: 7/1/2019 11:42:11 PM

Kristin Kumrow

Kristin.Kumrow@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Sent: 7/1/2019 11:42:12 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/1/2019 11:42:12 PM

Certified Delivered

Security Checked

7/1/2019 11:42:12 PM

Signing Complete

Security Checked

7/1/2019 11:42:12 PM

Completed

Security Checked

7/1/2019 11:42:12 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Parties agreed to: Clara Vinson

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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TT



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

December 21, 2018

Clara Vinson
BFI Waste Servs./Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Re: Revised Line Item Pricing for Contract # 14732

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review and approved the request for escalation/de-escalation and hereby agrees to the \$37.85 per ton rate. This revised exhibit will go into effect 07/01/2018. No request for adjustments concerning the 2018-2019 rate can be made on any previously paid invoices.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Contractor:
BFI Waste Servs./Republic Services of Nashville

Michelle A. Hernandez Lane _____
Procurement Agent

Clara Vinson _____
Contracting Authority

12/27/2018 | 9:44 AM CST

Date Signed

12/24/2018 | 9:40 AM CST

Date Signed



July 26, 2018

Metropolitan Government of Nashville and Davidson County
Purchasing Department
Attn: Jeffrey Gossage
730 2nd Ave South
PO Box 196300
Nashville, TN 37219

Re: Disposal Rate Increase

Dear Mr. Gossage:

Please accept this letter as Republic Services notice of the annual price increase in accordance with the terms and conditions of the contract "Transfer Station Service Agreement" dated January 16th, 2002. As stated in Schedule 10, page 2, the per ton charge will be adjusted each Contract Year at a rate of 2.5%.

Effective July 1, 2018, the disposal rate per ton will increase from \$36.94 to \$37.85.

Please contact me at your earliest convenience with any questions or concerns at 615-782-5538.

Sincerely,

A handwritten signature in cursive script that reads "Clara Vinson".

Clara Vinson
Controller, Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Davis, Karen (Financing - Procurement)

From: Troup, Terri (Finance - Procurement)
Sent: Tuesday, November 27, 2018 7:58 AM
To: Finance – Procurement Resource Group
Subject: FW: Escalation Request For Contract 14732
Attachments: document07-26-2018-223832.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Karen

Please process this letter of acceptance as soon as possible. There is not an exhibit pricing so this once will be a little different.

From: Wahlstrom, Sharon (Public Works)
Sent: Monday, November 26, 2018 4:30 PM
To: Troup, Terri (Finance - Procurement)
Subject: FW: Escalation Request For Contract 14732

~Sharon W.
615-880-1681

From: Vinson, Clara [<mailto:CVinson@republicservices.com>]
Sent: Thursday, July 26, 2018 5:44 PM
To: Wahlstrom, Sharon (Public Works)
Cc: Troup, Terri (Finance - Procurement); Sakmar, John; Felton, Jessica
Subject: RE: Escalation Request For Contract 14732

Thank you Sharon, I have attached a revised notice showing the rate of \$37.85 effective 7/1/18.

Clara E Vinson
Controller
BU236 Nashville TN

621 Hill Avenue
Nashville, TN 37210
e cvinson@republicservices.com
o 615-782-5538 c 864-230-0906

w www.RepublicServices.com



We'll handle it from here.™

From: Wahlstrom, Sharon (Public Works) [<mailto:Sharon.Wahlstrom@nashville.gov>]
Sent: Thursday, July 26, 2018 11:11 AM
To: Vinson, Clara
Cc: Troup, Terri (Finance - Procurement)
Subject: RE: Escalation Request For Contract 14732

Note that (Sharon.Wahlstrom@nashville.gov) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

I have attached documentation from 2016 where your predecessor had asked the same question. After reviewing the documentation, please let us know if you have any further questions.

Thanks.

~Sharon W.
615-880-1681

From: Vinson, Clara [<mailto:CVinson@republicservices.com>]
Sent: Tuesday, July 24, 2018 10:21 AM
To: Troup, Terri (Finance - Procurement)
Cc: Wahlstrom, Sharon (Public Works)
Subject: RE: Escalation Request For Contract 14732

Terri,

Can you send me documentation that specifies the .50 per ton State Inspection Fee that is being excluded from the Price Increase calculation. Per contract #14732, I do not see any exclusions of the Price Increase percentage (see below) increase of 2.5%.

The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the \$6.00 per ton disposal charge currently imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro.

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component		Adjustment Factor
Actual Tons delivered	\$30.00	x	AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge
Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).

Clara E Vinson
 Controller
 BU236 Nashville TN

621 Hill Avenue
 Nashville, TN 37210
 e cvinson@republicservices.com
 o 615-782-5538 c 864-230-0906

w www.RepublicServices.com

-----Original Message-----

From: Troup, Terri (Finance - Procurement) [<mailto:Terri.Troup@nashville.gov>]
 Sent: Monday, July 16, 2018 12:06 PM

To: Vinson, Clara
Cc: Wahlstrom, Sharon (Public Works)
Subject: Escalation Request For Contract 14732

Note that (terri.troup@nashville.gov) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

The attached requests was received by Procurement and has been reviewed by Public Works. There is a \$0.01 discrepancy in the amount shown in the letter and the amount calculated by Public Works (shown in the attached spreadsheet). I am requesting the letter be revised to reflect the rate of \$37.85.

Thanks

Terri R. Troup
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.troup@nashville.gov

Procurement Code, Regulations, and Additional Information


Certificate Of Completion

Envelope Id: E11C32B710FE45C693EEEF9D2B3529D4	Status: Completed
Subject: Contract 14732 Letter of Acceptance for Escalation/De-Escalation Requests	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190


Record Tracking

Status: Original 12/21/2018 1:21:04 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Terri Troup Terri.Troup@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 12/21/2018 1:24:24 PM Resent: 12/21/2018 1:24:31 PM Viewed: 12/21/2018 2:03:41 PM Signed: 12/21/2018 2:03:49 PM

Clara Vinson CVinson@republicservices.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/24/2018 9:39:41 AM ID: 45e23298-ed8b-4566-a1ea-d489d7020af8	 Signature Adoption: Pre-selected Style Using IP Address: 173.10.211.109	Sent: 12/21/2018 2:03:50 PM Viewed: 12/24/2018 9:39:41 AM Signed: 12/24/2018 9:40:03 AM
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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/24/2018 9:40:05 AM Viewed: 12/27/2018 9:41:48 AM Signed: 12/27/2018 9:44:29 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/27/2018 9:44:30 AM Viewed: 12/27/2018 10:47:43 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/27/2018 9:44:31 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/27/2018 9:44:31 AM
Certified Delivered	Security Checked	12/27/2018 9:44:31 AM
Signing Complete	Security Checked	12/27/2018 9:44:31 AM
Completed	Security Checked	12/27/2018 9:44:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

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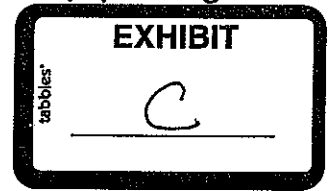
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CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION
OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND
DISPOSAL SERVICES FOR SOLID WASTE

BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY

AND

BFI WASTE SERVICES, LLC
AS CONTRACTOR

January 16, 2002
Dated as of ~~November 20, 2001~~

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CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND DISPOSAL SERVICES FOR SOLID WASTE

This **CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND DISPOSAL SERVICES FOR SOLID WASTE** (the "Contract") is entered as of the 20th day of November, 2001, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a political subdivision of the State of Tennessee ("Metro"), and **BFI WASTE SERVICES, LLC** (the "Contractor"), a limited liability company duly organized under the laws of the State of Delaware and duly authorized to do business in the State of Tennessee.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, on June 28, 1962, the voters of Nashville and Davidson County approved the charter of Metropolitan Government, and on April 1, 1963, the governments of the City of Nashville and of Davidson County were consolidated to form "The Metropolitan Government of Nashville and Davidson County," under which the boundaries of Nashville and Davidson County are co-extensive; and

WHEREAS, on November 17, 1992, Metro passed Resolution No. R92-474, creating a Municipal Solid Waste Planning Region for Davidson County (the "County"); and

WHEREAS, Metro and the satellite cities within the County have formed a one-county region to develop a solid waste management plan; and

WHEREAS, in furtherance of such requirements Metro Solid Waste Region Board approved on November 3, 1994 the Solid Waste Management Plan, which provides for, among other things, the development and implementation of a comprehensive solid waste system relating to the collection and disposal of solid waste; and

WHEREAS, in accordance with the provisions of a Solid Waste Management Plan Amendment, Metro revised its disposal strategy as to municipal solid waste and the Nashville Thermal Resource Recovery Facility ("Thermal Facility"); and

WHEREAS, this new strategy, which involved the closing of Thermal Facility, is based upon voluntary use of a transfer station by Metro haulers and Municipalities and certain other commercial haulers for the disposal of municipal solid waste for an interim service period of a minimum of 19 months and a long term service period for a twenty (20) year period, not including any renewal periods; and

WHEREAS, Metro authorized and prepared non-discriminatory specifications to procure services for the transfer and disposal of such solid waste; and

WHEREAS, on August 9, 2001, Metro issued a request for proposals for purchasing service for the interim and long term transfer, transportation and disposal of solid waste (the "RFP"); and

WHEREAS, Metro desires to ensure the provision of services in a reliable, cost-effective and environmentally sound manner; and

WHEREAS, Metro, after reviewing and evaluating proposals submitted in response to the RFP in accordance with the evaluation criteria set forth therein, determined that the Contractor submitted the most advantageous proposal for Metro for the provision of the services included in this Contract; and

WHEREAS, in order to effectuate the above-described goals, Metro and the Contractor desire to enter into this Contract; and

WHEREAS, Metro and the Contractor have duly authorized their respective officials and officers to enter into and execute this Contract;

NOW THEREFORE, in consideration of the premises and the mutual covenants and contracts hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be legally bound hereby, mutually covenant, promise and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Certain Definitions. Capitalized words that are used herein as defined terms shall, unless the context clearly requires otherwise, have the meanings ascribed to such words below.

"Acceptable Waste" means Solid Waste other than Unacceptable Waste.

"Act" means the Municipal and County Utilities Authorities Law, constituting Chapter 2 of the State of Tennessee and the acts amendatory thereof and supplemental thereto.

"Alternate Disposal Site" means, as of any date, a facility other than the Disposal Site, located outside Davidson County, designated by the Contractor as the Disposal Site under this Contract.

"Alternate Transfer Facility" means, as of any date, a transfer station located within a reasonable proximity of the Facility (not to exceed 10 road miles from the Facility) and which is designated from time to time for the provision of services, and which Alternate Transfer Facility has received all regulatory permits, licenses, and approvals and is permitted to operate under all applicable federal, state, and local laws.

"Annual Settlement Statement" shall have the meaning set forth in Section 4.02 of this Contract.

"Applicable Laws" means any Permits, issued for or with respect to the Facility (or any component thereof) and/or issued for or with respect to the performance by a party of its obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects Metro, the Contractor and/or the Facility or the Disposal Site (or any portion thereof), or the performance by a party of its obligations hereunder, including, without limitation, the Plan.

"Billing Period" shall be a calendar month or portion thereof, if applicable.

"Bulky Waste" means large items of Solid Waste from residents of the County such as White Goods, furniture, trees, branches, stumps, other similar bulky materials which are 50 pounds or greater per ton, and other Solid Waste not fitting in the containers; provided that Bulky Waste shall not include any Solid Waste that because of its size or weight cannot be processed by normal methods.

"Bypassed Waste" means any Contract Waste that is rejected by the Contractor at the Facility if such rejection is not permitted by this Contract.

"Category" means, with respect to Acceptable Waste, those types of waste that have the same per Ton service charge under this Contract.

"Change in Law" means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a party's performance at the Facility:

(a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal or state governmental agency;

(b) the order or judgment of any federal or state governmental agency issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of Metro, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

(a) the failure of the appropriate federal or state governmental agency to approve the Contractor's permit applications or modifications thereto;

(b) a change in the nature or severity of the actions typically taken by federal or state governmental agency to enforce compliance with Applicable Law which was effective as of the Contract Date;

(c) all matters relating to obtaining and maintaining approvals of any federal or state governmental agency of the design, construction and operation of the Facility, including any delay, non-issuance or imposition of terms and conditions upon the issuance or renewal of approvals of any federal or state governmental agency necessary in connection therewith;

(d) an increase in fees or surcharges, payable by the Contractor, the Contractor's employees, agents, assigns, or subcontractors to a Municipality resulting from a negotiated agreement between the Contractor, the Contractor's employees, agents, assigns, subcontractors or the Guarantor and the Municipality; and

(e) any event that affects generally applicable working conditions or standards that is not specific to the solid waste industry or to the Facility, or that does not require a Facility modification.

"Class I Disposal Facility" means a sanitary landfill which serves a municipal, institutional, and/or rural population and may be used for disposal of domestic, commercial, institutional, municipal, bulky, landscaping/land clearing, industrial, construction/demolition, farm, tires, and dead animal wastes and certain approved special wastes.

"Collector" means a Person engaged in the business of collecting Solid Waste for the purpose of delivery to an Intermediate Disposal Point or Final Disposal Point.

"Commencement Date" means the date that is 30 days following delivery of notice from Metro to the Contractor to commence services under this Contract.

"Commercial Operation Date" means the date the Facility Expansion is substantially completed and ready for commercial operation and has received all Government Approvals required for full scale operations of the Facility Expansion.

"Construction and Demolition Waste" or "C&D" means wastes, other than special wastes, resulting from construction, remodeling, repair and demolition of structures and from road building. Such wastes include but are not limited to bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar, and paving material.

"Construction Commencement Date" means the date on which construction of Facility Expansion commences.

"Contract" means this "Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste", dated as of November 20, 2001, between Metro and the Contractor.

"Contract Date" means the date of execution and delivery of this Contract by Metro.

"Contract Waste" means (i) Acceptable Waste collected by or on behalf of Metro, (ii) Acceptable Waste collected by or on behalf of any other Municipality located in the County that has entered into a contract with Metro permitting and requiring such waste to be delivered to the Facility, and (iii) Acceptable Waste collected by or on behalf of any other Collector that has entered into a contract with Metro permitting such waste to be delivered to the Facility, provided, however, with respect to clause (iii) only, Acceptable Waste generated in the County shall be Contract Waste. Contract Waste shall not include any recycled portion of Acceptable Waste.

"Contract Year" means a twelve-month period commencing on July 1 and ending on June 30.

"Contractor" means BFI Waste Services, LLC, and its successors and assigns.

"Contractor Fault" means any breach, failure, non-performance or non-compliance by the Contractor with the terms and conditions of this Contract or the terms of any Permits applicable to the Facility, or any negligent or willful act or omission of any officer, agent, employee, contractor, subcontractor of any tier or independent consultant or contractor of the Contractor which prevents or delays the Contractor from performing its obligations under the terms of this Contract or which increases the cost of such performance or limits or impairs the ability of Metro to receive the benefits of its rights under this Contract.

"County" means the County of Davidson, Tennessee, and its successors and assigns.

"Day" means a 24-hour period of time, beginning at 12:01 a.m. in the Eastern Time zone in the United States and coinciding with the calendar day, whether or not a Saturday, Sunday or Legal Holiday.

"Disposal" means the delivery of Solid Waste to a Final Disposal Point.

"Disposal Services" means the services required to be performed by the Contractor pursuant to this Contract in connection with the final disposal of the Contract Waste handled at the Facility.

"Disposal Site" means a Class I Disposal Facility that will be utilized by the Contractor as the Final Disposal Point for Acceptable Waste or such other disposal site that is acceptable to Metro.

"EPA" or "USEPA" means the United States Environmental Protection Agency, or any successor thereof, including any agency or department to which the powers of the United States Environmental Protection Agency shall be transferred.

"Event of Default" means the non-performance of the Contractor under the terms of this Contract.

"Facility" means the transfer station more fully described in Schedule 1 of this Contract and includes the Facility Site and the Facility Expansion.

"Facility Expansion" means the improvements to the Facility to be used during the Long Term Service Period, as is described in Schedule 1-A.

"Facility Site" means the real property upon which the transfer station described in Schedule 1 has been constructed and on which the Facility Expansion will be constructed, as more particularly described in Schedule 1 of this Contract.

"Final Disposal Point" means a location outside Davidson County to which Solid Waste is delivered which is intended to be the final, permanent point of disposition, including but not limited to, a landfill.

"General Manager" has the meaning set forth in Section 2.01(h).

"Government Approvals" means all licenses, permits and approvals required from any Governmental Body for the performance of the Contractor's obligations under this Contract.

"Governmental Body" means, as appropriate, any one or several of any court of competent jurisdiction, the United States of America, the State of Tennessee and/or any state in which the Facility or the Disposal Site are located or which validly exerts appropriate jurisdiction over the Contractor or its activities relating to the Facility or the Disposal Site; or any agency, authority, regulatory body or subdivision of any of the above as may have jurisdiction over or power and authority to regulate Metro, the Contractor, and/or the transfer, transportation, and disposal of Solid Waste.

"Guaranteed Capacity" means (i) during the Interim Service Period but before Metro has exercised its right under Section 2.02(e)(ii), a minimum of 650 Tons per day and 169,000 Tons per year of Contract Waste, and (ii) during the Interim Service Period but after Metro has exercised its right under Section 2.02(e)(ii), a minimum of 1,100 Tons per day and 250,000 Tons per year of Contract Waste, and (iii) during the Long Term Service Period, a minimum of 1,100 Tons per day and 250,000 Tons per year of Contract Waste.

"Guaranteed Hauler Capacity" means (i) during the Interim Service Period but before Metro has exercised its right under Section 2.02(e)(ii), a minimum of 15 waste delivery vehicles per hour and 70 waste delivery vehicles per day during the Receiving Time, (ii) during the Interim Service Period but after Metro has exercised its right under Section 2.02(e)(ii), a minimum of 20 waste delivery vehicles per hour and 150 waste delivery vehicles per day during the Receiving Time, and (iii) during the Long Term Service Period, a minimum of 20 waste delivery vehicles per hour and 150 waste delivery vehicles per day during the Receiving Time .

"Guarantor" means Allied Waste Industries, Inc.

"Guaranty" means the Guaranty Agreement, dated as of November 20, 2001, from the Guarantor to Metro.

"Hazardous Waste" means a hazardous waste as defined in Rule 1200-1-11-02(1)(c) of the Rules and Regulations of the State of Tennessee.

"Homeowner Drop Off and Recycling Center" means the recycling/convenience center to be located at a designated area on the Facility Site away from the weighing facilities and tipping floor for the purpose of allowing residents of the County to deliver

residential waste to the Facility, including residential Bulky Waste, items and Recyclable Materials.

"Interim Service Period" means the day starting on the Commencement Date and ending on the later of the date that is (i) 19 complete months following the Commencement Date, or (ii) the Commercial Operation Date.

"Intermediate Disposal Point" means a location to which Solid Waste is delivered which is intended to be non-permanent, including but not limited to, a transfer station, processing or recycling center, incinerator, or any other facility.

"Initial Operating Term" means (i) the Interim Service Period and (ii) the twenty (20) year period following commencement of the Long Term Service Period.

"Legal Holidays" means those legal holidays which are set forth on Schedule 3 of this Contract, as the same may be amended or supplemented from time to time.

"Letter of Credit" has the meaning specified in Section 5.03.

"License" means permission granted by Metro for the collection, hauling, or removal of Solid Waste; or for ownership or operation of any solid waste Disposal Site.

"Licensed Collector" means a solid waste collector receiving a License under the regulations of the Department of Public Works pursuant to Metro ordinances.

"Licensee" means any Person holding a License.

"Long Term Service Period" means the period of service commencing on the day following the end of the Interim Service Period and ending on the expiration of the Term of this Contract, including any renewals.

"Material Decline in Guarantor's Credit Standing" has the meaning set forth in Section 5.01(b).

"Metro" means The Metropolitan Government of Nashville and Davidson County, and its successors and assigns.

"Metro Contract Waste" means Contract Waste described in clause (i) of the definition of Contract Waste.

"Metro Designated Facility" has the meaning set forth in Section 6.01(b).

"Metro Fault" means any breach, failure, non-performance or non-compliance by Metro with the terms and conditions of this Contract or the terms of Permits, licenses or approvals applicable to Metro.

"Monthly Service Fee" means, with respect to any month, the Service Fee payable during such month.

"Multi-Year Contract" means any contract with a term of two years or more.

"Municipal Contract Waste" means Metro Contract Waste and Contract Waste described in clause (ii) of the definition of Contract Waste.

"Municipal Solid Waste or "MSW" means any garbage, refuse, industrial lunchroom or office waste, household waste, Yard Waste, street sweepings, park and roadside litter, and any other material resulting from the operation of residential, municipal, commercial, or institutional establishments and from community activities which are required to be disposed of in a Class I landfill, as defined in regulations adopted pursuant to Tennessee Code Annotated, Title 68, Chapter 211; provided, however, that "Municipal Solid Waste" does not include the following: (A) radioactive waste; (B) hazardous waste as defined in Tennessee Code Annotated, Section 68-212-104; (C) infectious waste; (D) materials that are being transported to a facility for reprocessing or reuse but provided, further, that reprocessing or reuse does not include incineration or placement in a landfill; and (E) industrial waste which may include office, domestic, or cafeteria waste, managed in a privately owned solid waste disposal system or resource recovery facility.

"Municipality" means any federal, state, or local governmental unit, any public benefit corporation, or any agency or instrumentality of any one of the foregoing.

"Non-Metro Contract Waste" means Contract Waste described in clause (iii) of the definition of Contract Waste.

"Overdue Rate" means the lesser of (a) the maximum rate of interest permitted by Applicable Laws, or (b) 1% over the prime rate of interest published in *The Wall Street Journal*, or such other daily financial publication as shall be mutually agreeable to the parties if *The Wall Street Journal* ceases to be published or ceases to publish such information.

"Permits" means the applicable approvals, permits, authorizations, certifications, and licenses issued by federal, State or local governmental authorities required by the Contractor for the operation and maintenance of the Facility and the Disposal Site.

"Person" means any and all persons, natural or artificial, including any individual, firm or association, business trust, partnership, corporation, joint venture, or limited liability company, municipality, and public, municipal, nonprofit or private corporation organized or existing under the laws of this State or any state, and any governmental agency or county of this State and any department, agency or instrumentality of any of the foregoing.

"Plan" or "Solid Waste Management Plan" means the Solid Waste Management Plan approved November 3, 1994 by the Metro Solid Waste Region Board pursuant to the provisions of the Solid Waste Act, relating to the collection and disposal of Solid Waste generated within the geographic boundaries of the County, as the same has been

previously amended and supplemented and as may be further amended and/or supplemented from time to time.

"Rating Services" means Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any of their respective successors and assigns and, if either or both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Service" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Guarantor. Unless specifically noted otherwise, whenever the Rating Services are referred to in this Contract, such reference shall mean both Rating Services unless the Guarantor has elected to be rated by only one such Rating Service

"Receiving Time" means 5:00 a.m. to 5:00 p.m., Monday through Saturday of each week, excluding Legal Holidays, or such other times as Metro and the Contractor may mutually agree.

"Recyclable Materials" means those materials which would otherwise become Solid Waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to the Solid Waste Management Plan.

"Renewal Term" has the meaning set forth in Section 9.02.

"Rubbish" means and includes all non-putrescible Solid Waste consisting of both combustible and noncombustible waste, such as paper, cardboard, glass, crockery, excelsior and similar materials. It does not include Bulky Waste.

"Rules and Regulations" means the Contractor's rules and requirements with respect to the operation of the Facility as set forth in Schedule 4.

"Schedule" means any exhibit, attachment, form, schedule or annex, which is attached to, incorporated in, or made a part of this Contract.

"Service Charges" means the fees payable for or with respect to the provision of Services, as set forth in Section 4.01 hereof.

"Service Fee" means, with respect to any period of time, the Service Charge times the number of tons delivered in such period, less any applicable credits in such period.

"Solid Waste" means all municipal, commercial or industrial solid waste, garbage, refuse, and other such similar and related materials, including without limitation Municipal Solid Waste, Bulky Waste, Rubbish, C&D, White Goods, Wood Waste, Yard Waste and recyclable materials when they become discarded, except those excluded by the Tennessee Department of Public Health, but does not include Recyclable Materials or materials being transported to a facility for reprocessing or reuse.

"Solid Waste Act" means The Solid Waste Management Act of 1991, Tennessee Code Annotated, Section 68-211-801, of the State of Tennessee and the acts amendatory thereof and supplemental thereto.

"State" means the State of Tennessee.

"Term" means the Initial Operating Term and any Renewal Term.

"Thermal Facility" means the Nashville Thermal Resource Recovery Facility.

"Ton" means a short ton of 2000 pounds.

"Transfer Time" means the times of the Day that Acceptable Waste may be loaded at the Facility into the transfer vehicles for hauling to the Disposal Site, as designated in the Contract and as the same may be amended from time to time, but in no event at times that do not include the hours set forth in the Facility Permits, licenses and approvals as of the Contract Date. Such time may be different from the Receiving Time.

"Unacceptable Waste" means any Solid Waste that is (i) Hazardous Waste, (ii) Medical Waste, and (iii) excluded from the definition of Municipal Solid Waste by clauses (A), (B), or (C), other solid waste whose transfer or disposal is prohibited by Applicable Law, and other solid waste which requires special handling or treatment prior to transfer or disposal including, but not limited to, liquid waste, asbestos, fuel tanks, contaminated soils and tires.

"Uncontrollable Circumstance" means any act, event or condition occurring on or after the Contract Date that has had, or may reasonably be expected to have, a material and adverse effect (for this purpose, any act, event or condition or the costs of which are the result of the willful or negligent action or inaction of a party shall not be deemed to have a material and adverse effect) on a right or an obligation of either or both of Metro or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but not be limited to, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the Facility;

(b) the suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services to be provided under this Contract; provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;

(c) the loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power other than that generated by the Facility, necessary for operation of the Facility if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

(d) a public or private labor dispute relating to the collection, transportation or disposal of Solid Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor.

Uncontrollable Circumstance shall not include failure to perform by any subcontractor or supplier of the Contractor unless such failure is also due to an Uncontrollable Circumstance affecting the non-performing subcontractor or supplier.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

"White Goods" means residential appliances, including but not limited to, water heaters, washers, water tanks, dryers, stoves and refrigerators, provided that freon and other refrigerants shall be removed prior to delivery to the Facility.

"Wood Waste" means and includes chipper residue and segregated wood waste.

"Wrongfully Rejected Waste" has the meaning specified in Section 2.03(e).

"Yard Waste" means and includes leaves, limbs, brush, grass clippings and other matter normally considered as waste or byproducts of yard, lawn or horticultural maintenance activities. (Ord. 93-821 § 2, 1993; Ord. 91-1604 § 1, 1991; prior code § 36-2-7).

Section 1.02. Terms Generally.

Whenever the context may require, any pronoun which is used in this Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Contract shall be deemed to be followed by the phrase "without limitation". The words "agree", "Contracts", "approval" and "consent" which are used in this Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

Section 1.03. Permitting Period.

Commencing on the Contract Date, the Contractor shall use all reasonable efforts to and be solely responsible for applying for and obtaining all Permits and any other Government Approvals necessary to commence and complete construction of the Facility

Expansion. The Contractor shall have sole responsibility for and shall diligently pursue (i) preparation of applications required for Government Approvals, (ii) providing all information requested by Government Bodies responsible for issuing Government Approvals, (iii) complying with all environmental reviews, public hearings and all Applicable Law required as a condition of required Government Approvals, and (iv) performing such other acts as are reasonable or necessary to obtain Government Approvals and achieve the Construction Commencement Date.

ARTICLE II

CONTRACTOR'S OBLIGATIONS

Section 2.01. Operation and Maintenance of Facility; Disposal Site.

(a) Facility Control. At all times during the Term, the Contractor shall own or otherwise have control of the Facility. The Facility shall at all times during the Term be properly zoned and permitted to permit the Facility to be used for the purposes contemplated by this Contract and be in compliance with all Applicable Laws and Government Approvals.

(b) Facility Generally. The Facility shall at all times be in compliance with all Applicable Laws and Government Approvals and shall include fencing, signs, security, fire protection and similar safety measures. The Facility (and, when constructed, the Facility Expansion) shall be capable of accepting at least the Guaranteed Capacity of Contract Waste. The Contractor shall bear all costs of engineering, consulting, permitting, utilities, interconnections, materials, labor, damages, fines and penalties associated with the Facility and the related equipment.

(c) Design, Permitting, Financing, Acquisition and Construction of Facility. The Contractor shall have sole responsibility for the design, permitting, financing, acquisition and construction of the Facility and the Facility Expansion. The Facility Expansion shall be designed and constructed in accordance with the Facility Expansion plans set forth in Schedule 1-A, and shall be capable of accepting at least the Guaranteed Capacity of Contract Waste. The Facility (and, when constructed, the Facility Expansion) shall be designed and constructed in accordance with all Applicable Laws and Government Approvals, and shall include fencing, signs, security, fire protection and similar safety measures. Metro shall have the right to review and approve any material alterations, changes or modifications to the Facility Expansion plans set forth in Schedule 1-A, and provide comments to the Contractor. Any such approval or comments shall be made within 14 Days of Metro's receipt of the design plans for any such material alteration, change or modification. A material alteration, change or modification shall include, but not be limited to, reducing two separate queues to one and eliminating the scale or tipping floor dedicated to the receipt of Contract Waste. The Contractor shall bear all costs of design, permitting, financing acquisition, and construction of the Facility and the Facility Expansion and the related equipment, including costs of design, engineering, consulting, permitting, utilities, interconnections, materials, labor, damages, fines and penalties.

(d) Construction of the Facility Expansion. The Contractor shall provide Metro with the detailed plans and specifications for the Facility Expansion no later than 60 Days following the Contract Date. If Metro exercises its right under Section 2.02(e)(ii), the Contractor shall within 14 Days following the delivery of notice to the Contractor pursuant to such Section 2.02(e)(ii) deliver to Metro a copy of the executed construction contract and construction schedule for the Facility Expansion, unless the

construction schedule provides for a Commercial Operation Date that is greater than 6 months following the Construction Commencement Date. In such event, the Contractor shall provide Metro with the proposed construction schedule within such 14 Day period, and Metro shall have the right to review and approve such proposed construction schedule, which approval shall not be unreasonably withheld. The construction schedule shall, at a minimum, specify the Construction Commencement Date and the Commercial Operation Date, provided that the Commercial Operation Date shall not be a date which is later than 19 months following the Commencement Date. The Contractor shall promptly notify Metro of any changes in the construction schedule for the Facility Expansion. The Contractor shall notify Metro of the expected Commercial Operation Date not less than 30 Days prior to such Commercial Operation Date.

(e) Facility Costs. The Contractor shall acquire at its own cost and expense all machinery, equipment, rolling stock, furniture, electronic equipment, computers, software, databases and other equipment necessary or appropriate for performing the services under this Contract.

(f) Installation of Weighing Facilities. The Contractor shall acquire, install and maintain at its sole cost and expense weighing facilities with sufficient redundancy to ensure continuous availability during the Term. Weighing facilities shall be in accordance with the specifications set forth in Schedule 5 and shall be designed to accommodate comfortably two persons including one Metro employee or representative. At any point during the Term, Metro shall have the option to require the Contractor to construct or install at Metro's sole cost and expense (including the purchase of all necessary equipment), which costs and expenses shall be subject to substantiation, and specifications (i) an additional weighing facility on the Facility Site, provided that such additional site does not unreasonably interfere with the efficient operation of the Facility, or (ii) implement a bar code or similar identification system for the exclusive use of haulers delivering Contract Waste hereunder.

(g) Operation of Facility. The Contractor shall operate and maintain the Facility (i) in a safe and sound manner, (ii) in a manner that permits weighing and delivery of Contract Waste at all times during the Receiving Time, (iii) in a manner that will permit weighing, delivery and exiting of vehicles delivering Contract Waste in not more than 30 minutes, (iv) in a manner that permits identification and rejection of waste that is not Acceptable Waste, and (v) as otherwise required by Applicable Law and Government Approvals. The Contractor shall be responsible for maintaining and renewing all Permits and other Government Approvals required for operation of the Facility in effect at all times and operating the Facility in accordance with Applicable Law and Government Approvals.

(h) Contractor's General Manager. The Contractor shall appoint a full-time manager of the Facility (the "General Manager") who is responsible for managing the day to day operation of the Facility. The Contractor acknowledges that the performance of the individual serving from time to time as the General Manager will have a material bearing on the quality of service provided hereunder, and that effective cooperation

between Metro and the Contractor will be essential to effectuating the intent and purposes of this Contract. Accordingly, in the event that the General Manager provides notice of termination or is terminated by the Contractor, the Contractor shall promptly provide Metro notice of such event and shall further notify Metro of the Contractor's intended replacement for the General Manager position. The Contractor shall: (1) provide Metro with a comprehensive resume of the candidate's experience, skills and approach to management and customer relations; and (2) afford Metro an opportunity to interview the candidate with respect to such matters within five (5) Days after provision of the resume. Metro shall have the right within three (3) Days after the interview to disapprove of the permanent placement of the conditional General Manager at the Facility, which right shall not be exercised unreasonably. Metro and the Contractor's District Manager shall periodically meet, upon request of either party, to review the performance of the General Manager and shall give consideration to any issues raised by Metro in conducting such performance reviews, including any determination of Metro that an unworkable relationship has developed between the General Manager and Metro.

(i) Weighing and Identification of Vehicles. Vehicles delivering Contract Waste shall be identified in a manner to be mutually agreed to by Metro and the Contractor. The Contractor shall weigh each vehicle delivering Contract Waste to the Facility and each transfer trailer or other similar vehicles removing Contract Waste from the Facility and maintain records of the vehicle identifications and weights of Contract Waste delivered to and removed from the Facility and maintain records of the vehicle identification and weights of Acceptable Waste removed from the Facility. Vehicles not complying with the Contractor's Rules and Regulations may be turned away. The Contractor shall weigh each vehicle delivering and removing Contract Waste from the Facility while empty and maintain a record of the tare weight of each such vehicle.

(j) Queues at Facility. Commencing on the date the Facility Expansion is available for service, the Contractor will establish two separate queues at the Facility, one for Contract Waste and one for all other waste. Contract Waste shall be delivered to, and have first priority of delivery at, the Facility Expansion, except during any period when the Facility Expansion is not available for service.

(k) Transportation of Waste From Facility to Disposal Site. The Contractor shall maintain at all times during the Term facilities (which may include packer trucks, transfer trailers, rail cars, or contractual arrangements for any of the foregoing) and transportation arrangements reasonable and sufficient to transfer Contract Waste delivered to the Facility to the Disposal Site.

(l) Maintenance of Disposal Site. The Contractor shall maintain at all times during the Term, whether by direct or indirect ownership or through contractual arrangements reasonably acceptable to Metro, licensed and permitted facilities constituting the Disposal Site. The Contractor shall be responsible for ensuring that the owner or operator of the Disposal Site maintains and renews all licenses and Permits and other Government Approvals required for operation of the Disposal Site in effect at all times and operating the Disposal Site in accordance with Applicable Law.

(m) Homeowner Drop Off and Recycling Center. The Contractor shall make available during the Term an area on the Facility Site for a Homeowner Drop Off and Recycling Center, which shall be open for operation Mondays through Saturdays from 7:30 a.m. to 5:00 p.m. and Sundays from Noon to 4:00 p.m., excluding Legal Holidays. Metro shall, at its sole cost and expense, (i) operate the Homeowner Drop Off and Recycling Center with its own staff, (ii) furnish and maintain roll-off or other containers for collection of Recyclable Materials, (iii) arrange for the removal and disposal of such Recyclable Materials, and (iv) charge and collect from residents any fees for the use of the Homeowner Drop Off and Recycling Center. The Contractor shall (i) furnish and maintain roll-off or other containers for collection of residential waste other than Recyclable Materials, and (ii) arrange for the removal and disposal of such residential waste at the Facility. Metro shall, to the extent permitted by law, reimburse the Contractor for actual damages incurred by the Contractor as a result of Metro's staff operating the Homeowner Drop Off and Recycling Center. Metro will reject waste at the Homeowner Drop Off and Recycling Center delivered by persons who are not residents of the County or who are commercial haulers. The Contractor shall not charge or collect any other fee to Metro residents for use of the Homeowner Drop Off and Recycling Center. Residential waste other than Recyclable Materials delivered to the Homeowner Drop Off and Recycling Center by residents of the County shall constitute Contract Waste.

Section 2.02. Obligation to Accept, Transfer, Transport, and Dispose of Acceptable Waste.

(a) General. The Contractor, by itself or through its affiliates or subcontractors, shall (except to the extent otherwise provided in Section 2.03 hereof) accept during the Receiving Time, transfer, transport to the Disposal Site, and dispose of at the Disposal Site all Contract Waste delivered to the Facility, all in accordance with Applicable Laws and Government Approvals.

METRO AND THE COUNTY DO NOT AND WILL NOT WARRANT OR GUARANTEE THE QUANTITY OR COMPOSITION OF SOLID WASTE TO BE AVAILABLE FOR THE PROVISION OF COMBINED SERVICES IN ANY GIVEN YEAR OR IN THE AGGREGATE PURSUANT TO THIS CONTRACT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO GUARANTEE OR WARRANT SUCH QUANTITIES OR COMPOSITION.

NOTHING HEREIN SHALL ENTITLE THE CONTRACTOR TO ANY CLAIM TO A SERVICE CHARGE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT ACTUAL WASTE QUANTITIES AND COMPOSITION DELIVERED TO AND PROCESSED UNDER THIS CONTRACT ARE MORE OR LESS THAN HISTORICAL QUANTITIES OR COMPOSITIONS OR ANY PROJECTION OF FUTURE QUANTITIES AND COMPOSITIONS THAT MAY BE CONTAINED HEREIN.

(b) Weighing Facilities; Rules and Regulations. The Contractor shall operate and maintain weighing facilities at the Facility Site and maintain logs for the purpose of determining, among other things, (i) the total tonnage of Contract Waste and the Category of each Ton of Contract Waste which is delivered to or removed from the Facility, (ii) the identity of each hauler delivering or removing waste, the date and the time of the deliveries and (iii) the weight of waste and identity of the Person delivering waste to the Facility that is not Contract Waste. The Contractor shall regulate the flow of traffic through the Facility scales and into the Facility receiving area without prejudice to the Collector or origin of the Solid Waste. Contract Waste shall be permitted to line up in a separate queue from other waste as set forth in Section 2.01(j), for tipping in the Facility Expansion. In addition, the Contractor shall maintain and enforce reasonable Rules and Regulations concerning use of the Facility (including requirements for insurance, prepayment/payment, etc.), provided however, that such Rules and Regulations do not contradict any provision, right, or obligation under this Contract.

(c) Odor Control/Litter. The Facility shall be designed, constructed and operated in a manner that will prevent odors from escaping the Facility building. No detectable odors shall be present outside the boundaries of the Facility Site. The Facility Site shall be kept free and clear of all litter and debris at all times.

(d) Performance Guarantees. The Contractor shall operate the Facility such that and the Contractor guarantees that (i) the Facility will accept and process all Contract Waste delivered, or caused to be delivered, by Metro in accordance with Section 3.01, (ii) the Facility will accept not less than the Guaranteed Hauler Capacity of Contract Waste, (iii) unavailability of the Facility during any Contract Year due to scheduled outages will not exceed 0%, and (iv) unavailability of the Facility during any Contract Year due to unscheduled (forced) outages will not exceed 1%. The Contractor agrees that during any forced outages it will first divert waste that is not Contract Waste from the Facility and give Contract Waste priority at the Facility.

(e) Use of Thermal Facility During Interim Service Period. (i) Partial or Temporary Shutdown of Thermal Facility. In the event of a partial or temporary shutdown of the Thermal Facility during which the Thermal Facility is not capable of incinerating Solid Waste, the Contractor may request to provide transfer services at the Thermal Facility tipping floor for the duration of any such partial or temporary shutdown. Any such request is subject to Metro's approval, which shall not be unreasonably withheld. Any use of the Thermal Facility by the Contractor shall not interfere with the operation of the Thermal Facility, or any activities on or about the Thermal Facility site.

(ii) Closure of the Thermal Facility During Interim Service Period. Metro reserves the right to close and decommission the Thermal Facility as a solid waste combuster at any time during the Interim Service Period on the day that is 30 Days following delivery of any notice of closing by Metro to the Contractor. Upon the 30th Day following delivery of such notice to the Contractor, the Contractor shall provide transfer services at the Facility, provided that the Contractor may request to provide transfer services at the Thermal Facility tipping floor for a period of at least 60 Days.

Any such request is subject to Metro's approval, which shall not be unreasonably withheld. Any use of the Thermal Facility by the Contractor shall not interfere with the decommissioning of the Thermal Facility, or any activities on or about the Thermal Facility site.

(iii) Modifications to Thermal Facility Tipping Floor. In connection with the Contractor's use of the Thermal Facility tipping floor under this Section 2.02(e), the parties agree to promptly develop a proposed modification to the Thermal Facility tipping floor and procedures for the implementation thereof. The parties recognize that any such proposed modification, including the implementation thereof, shall not interfere with the operations of the Thermal Facility and any other activities on or about the Thermal Facility site. Further, any such proposed modification shall be subject to the prior review and approval of any Person having a legal or contractual right of approval.

Section 2.03. Rejection of Deliveries.

(a) Contractor's Rejection Rights. The Contractor may reject deliveries of Contract Waste delivered to the Facility under the following circumstances: (i) the Contract Waste is delivered to the Facility at hours other than the permitted Receiving Times or in violation of the Facility's Rules and Regulations, and (ii) the Contractor is unable to accept the Contract Waste as a result of the occurrence of an Uncontrollable Circumstance or Metro Fault.

(b) Contractor's Rejection Obligations. The Contractor shall reject all Solid Waste that (due to its character or composition) is properly defined as Unacceptable Waste. The Contractor shall promptly notify Metro of any waste rejected pursuant to this Section and the identity of the Person delivering such waste.

(c) Other Obligations Not Affected by Contractor's Right to Reject. The provisions of subparagraph (a) above shall only apply to the Contractor's right to reject Contract Waste and shall not abrogate any of the Contractor's other obligations (including the payment of damages) under the terms of this Contract.

(d) Composition of Acceptable Waste. Nothing shall be construed to mean that Metro guarantees the composition or quantity of any Contract Waste as it pertains to the proportion of any material contained therein. The obligations of the Contractor hereunder shall not be diminished due to any variation in the composition of any Acceptable Waste which is delivered to the Facility.

(e) Transportation and Disposal of Wrongfully Rejected Waste. Any Contract Waste that is delivered to the Facility by (or on behalf of) Metro or any Licensee that is rejected without a permitted rejection right shall constitute "Wrongfully Rejected Waste." Such Wrongfully Rejected Waste shall be transported to and disposed of at an Alternate Disposal Site provided by the Contractor or, if the Contractor fails to provide an Alternate Disposal Site, to a site determined by Metro. Metro shall use reasonable efforts to transfer, transport and dispose of any Wrongfully Rejected Waste in the most

economical manner practicable consistent with Applicable Laws and then current market conditions so as to mitigate the amount of damages payable by the Contractor hereunder.

(f) Payment of Damages by the Contractor for Wrongfully Rejected Waste. The Contractor shall pay Metro as damages an amount equal to the excess, if any, of (i) the actual cost incurred by Metro for the transfer, transportation and disposal of Wrongfully Rejected Waste, over (ii) the Service Charge applicable to the Wrongfully Rejected Waste. Metro shall deliver an invoice to the Contractor promptly following determination of amounts due for wrongfully rejected waste, and payment is due within thirty (30) days following receipt of such invoice.

(g) Transportation and Disposal of Unacceptable Waste. Any Acceptable Waste that would otherwise be delivered to the Facility by (or on behalf of) Metro that is properly rejected by the Contractor pursuant to the provisions of Section 2.03(a) or 2.03(b) hereof shall be transferred, transported and disposed of by (or on behalf of) Metro at its sole cost and expense.

(h) Spillage. In the event of a spill, leak or loss of payload at the Facility or during transit to the Disposal Site, the Contractor shall immediately arrange for the clean-up and transportation of the payload to the Disposal Site at the Contractor's sole cost and expense, shall pay any resulting fines, assessments, penalties or damages resulting therefrom. Except for a spill, leak or loss of payload at the Facility resulting from a violation of the Rules and Regulations by a Metro-owned vehicle for which Metro shall reimburse the Contractor for any actual damages related thereto, the Contractor shall indemnify and hold harmless Metro from any liability in connection with the foregoing.

Section 2.04. Deliveries of Unacceptable Waste.

(a) The Contractor shall establish procedures to identify Unacceptable Waste being delivered to the Facility prior to its deposit at the Facility. Vehicles with identified Unacceptable Waste shall be turned away and a record shall be maintained of such deliveries and refusals. If, despite the best efforts of the Contractor, Unacceptable Waste is delivered to the Facility, the Contractor shall segregate such Unacceptable Waste for later removal to a site permitted to accept such Unacceptable Waste. If multiple disposal sites are required, the Contractor shall segregate Unacceptable Waste by type of final disposal site required. Contractor shall make reasonable efforts to identify the vehicle that delivered the Unacceptable Waste and shall notify Metro of such deliveries.

(b) The Contractor shall be responsible for transportation and delivery of Unacceptable Waste to a final disposal site and for disposal of such Unacceptable Waste. If the identity of the Person delivering such Unacceptable Waste can be determined, the Contractor may require such Person to remove such Unacceptable Waste from the Facility at such Person's own cost and expense, or if such Person is unwilling or unable to do so, the Contractor may perform such removal and bill such Person for all direct and indirect costs related thereto.

(c) If the Unacceptable Waste is deposited at the Facility despite the Contractor's establishing reasonable screening procedures and complying with such screening procedures, and (i) the Unacceptable Waste is identified as being delivered in loads purporting to be Contract Waste, Metro shall bear the costs of transportation and disposal of such Unacceptable Waste, (ii) the Unacceptable Waste is identified as being delivered in loads other than loads purporting to be Contract Waste, the Contractor shall bear the costs of transportation and disposal of such Unacceptable Waste, and (iii) the Unacceptable Waste is not identifiable as to source, and waste both purporting to be Contract Waste and not purporting to be Contract Waste is commingled at the Facility, Metro and the Contractor shall share the costs of transportation and disposal of such Unacceptable Waste, based on the proportions of Contract Waste and other waste delivered to the Facility over the term of the Contract up to the date of delivery of the Unacceptable Waste.

(d) If the Contractor has not established reasonable screening procedures to detect Unacceptable Waste or if the Contractor has established such procedures but Unacceptable Waste has been received at the Facility and the Contractor is unable to document to the reasonable satisfaction of Metro that it has diligently followed such procedures, the Contractor shall bear the costs of transportation and disposal of such Unacceptable Waste.

(e) Under no circumstances shall the Contractor load Unacceptable Waste on vehicles for transfer to and disposal at the Disposal Site, except by mutual agreement of Metro and the Contractor, and only if the Disposal Site is permitted to receive such Unacceptable Waste under Applicable Law and Government Approvals.

Section 2.05. Insurance.

(a) From and after the Contract Date and throughout the Term of this Contract, the Contractor shall, at its sole cost and expense, maintain with responsible insurers licensed to do business in the State, at a minimum, the insurance required to be provided under the provisions of this Section 2.05 and Schedule 6 and shall comply with all terms and conditions relating thereto.

(b) Ten (10) Days prior to the Commencement Date, the Contractor shall provide Metro with a then-current certificate of insurance that evidences compliance with the requirements of this Section 2.05 and Schedule 6. Thereafter, new or renewal certificates shall be delivered at least sixty (60) Days prior to expiration of the current policy(ies). If the Contractor fails or neglects to obtain or to maintain (or causes same to be obtained or maintained) any insurance that it is required to provide or to furnish Metro with satisfactory evidence of coverage on any such policy, Metro may purchase such insurance if the Contractor fails to do so within five (5) Days after receipt of written notice of the lack of required coverage. All such payments made by Metro shall be recoverable from the Contractor promptly upon being billed therefor, together with interest thereon at the Overdue Rate.

(c) Sixty (60) Days prior to cancellation or material change or notice of non-renewal or material change in the policies, the insurer shall give notice to Metro, by mail, return receipt requested, for all of the following stated insurance policies. The Certificate of insurance shall state:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) Days written notice to the certificate holder named to the left.

All notices shall show the Contractor and identify this Contract, except for workers compensation policy. All policies shall be endorsed naming Metro as additional insured to the extent required by Schedule 6. All policies shall require that the insured will pay all defense claims and any judgments entered herein. It is expected that all policies will be issued on an occurrence basis.

(d) Policy Changes. If at any time any of the foregoing policies shall be or become reasonably unsatisfactory to Metro as to form or substance, or if a company issuing any such policy shall be or become reasonably unsatisfactory to Metro, the Contractor shall, upon notice to that effect from Metro, within thirty (30) Days obtain a new policy, submit the same to Metro for approval and submit a Certificate hereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as herein provided, this Contract, at the election of Metro, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor of any liability under this Contract. All policies required above shall contain a sixty (60) day notice of cancellation and/or of non-renewal clause and shall require the insurer to immediately notify Metro of its intent to either cancel or not to renew.

(e) Insurance Companies. The Contractor shall use an insurance company(ies) that has (have) an A.M. Best Company rating of at least AX. Metro, in its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to Metro for its review and approval. The Contractor shall use an insurance company(ies) that is (who are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of Tennessee or the applicable host jurisdiction.

Section 2.06. Metro's Visitation and Inspection of the Facility.

(a) Visitation and Inspection. Metro, at its sole cost and expense shall have the right (along with its agents and representatives) to visit and to accompany visitors through the Facility during normal weekday business hours (i.e., 8:30 a.m. to 4:00 p.m.) in order to observe and to permit others to observe, the various services which the Contractor performs.

(b) Inspection. Metro may, at its sole cost and expense, and with the full cooperation of the Contractor after providing reasonable notice, inspect the Facility or the

Disposal Site to determine whether the Contractor is in compliance with its obligations under the terms of this Contract. The Contractor shall not be entitled to any additional compensation for participating in such inspections. The Contractor shall permit up to two (2) employees of Metro to have access to the Facility and surrounding area at all times during operating hours for purposes of inspection or for observation of the waste delivered to the Facility for transfer, transportation, and disposal; provided however, that Metro's representative(s) shall comply with all Rules and Regulations of the Contractor and Metro's representative(s) shall not interfere with the operation of the Facility.

(c) Compliance with Rules and Regulations. In connection with such inspections or visitations, Metro shall, on its own behalf, and on behalf of its agents and representatives, comply and cause its agents and representatives to comply, with all Rules and Regulations, including a requirement that each person, inspecting or visiting the Facility sign a statement agreeing (i) to assume the risk of the inspection or visitation, but not the risk of injury due to the intentional or negligent acts or omissions to act of the Contractor, and (ii) not to disclose or use (consistent with Applicable Laws) any confidential information relating to the Contractor's private business operations at the Facility. However, neither Metro, nor its agents and representatives shall be held liable for any damage or injury which may result from any disclosure that might occur by any person (other than Metro, its officers, members, employees, and agents) inspecting or visiting the Facility.

Section 2.07. Record Keeping and Reporting.

(a) The Contractor shall, at its sole cost and expense, prepare and maintain proper, accurate and complete books and records and accounts of all transactions and other matters relating to this Contract for which the Contractor has invoiced Metro. The Contractor shall annually provide Metro a certificate, stating (i) the amount of Acceptable Waste delivered to the Facility by (or on behalf of) Metro, Licensees who deliver Contract Waste and Collectors of Non-Metro Solid Waste, and (ii) the calculation and methodology used in calculating the Service Charges payable by Metro, as reflected by Metro (or Licensees) from the Contractor. All books and records of the Contractor used in making such certification shall be made available for inspection by Metro upon its request.

(b) The Contractor, on and after the Commencement Date, shall establish and maintain computerized information systems with respect to the weighing facilities for operations data, including the information necessary to verify calculations made pursuant to this Contract. The Contractor shall provide Metro on a daily basis with e-mail versions of all operations data collected in accordance with this Section 2.07(b).

(c) The Contractor shall establish and maintain an information system to provide storage and ready retrieval of any information necessary to verify calculations made with respect to the transportation and disposal of Unacceptable Waste and/or Wrongfully Rejected Waste, to the extent that such information is within its control.

(d) Both Metro and the Contractor shall provide for the retention and storage of all records related to the transactions described in this Section 2.07 for a period of at least seven (7) years. The use of remote storage media, consisting of maintaining photocopies, microfilm or microfiche copies, access to electronic storage media or any other commonly used storage system with respect to such records shall constitute such retention and storage, regardless of where the foregoing records are physically located.

Section 2.08. Rules and Regulations.

(a) The Contractor may implement and enforce reasonable Rules and Regulations for the delivery of Acceptable Waste to the Facility; provided however, that any such Rules and Regulations shall be lawful, reasonable and uniformly applied to all haulers delivering Acceptable Waste to the Facility. The initial Rules and Regulations are set forth in Schedule 4 of this Contract and shall apply to every hauler delivering Acceptable Waste to the Facility. The Contractor may implement additional Rules and Regulations that are not inconsistent with this Contract or Applicable Laws and which apply equally to all haulers delivering Acceptable Waste to the Facility, upon thirty (30) Days prior written notice thereof to Metro; provided however, that such additional Rules and Regulations may be implemented earlier than upon thirty (30) Days prior written notice if such implementation is required in order to avoid an emergency or to protect the health, safety and welfare of the Contractor employees and/or persons delivering Acceptable Waste to the Facility. However, Metro shall not be responsible for assuring that such person or firm comply with the provisions of this Contract, including specifically (and without limitation) the provisions of Section 2.04 hereof and this Section 2.08.

(b) The Contractor may refuse to receive Acceptable Waste from any vehicle operated by a hauler who repeatedly or intentionally or by negligent action violates the Rules and Regulations. Except in situations that the Contractor reasonably determines to be exigent, the Contractor shall provide Metro prior written notice of its intent to refuse deliveries from any hauler of Contract Waste in accordance with its policies for exclusion of haulers from the Facility.

(c) The Contractor may deny access to the Facility to any hauler at any time (i) if necessary to prevent or overcome the occurrence of any emergency condition or an Uncontrollable Circumstance, or (ii) if necessary to protect any person or property located on or at the Facility Site.

(d) Metro agrees to comply with all Facility Rules and Regulations included in Schedule 4 and as modified from time to time pursuant to this Section 2.08. In any event, the terms of payment and the rights and obligations of the parties shall be governed by the terms of this Contract, and not by any such Rules and Regulations.

Section 2.09. Vehicles and Equipment.

The Contractor shall be responsible for providing vehicles and equipment of such type and in such quantity as are required to fulfill its obligations under this Contract. The

Contractor shall also be responsible for the operation, maintenance, and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this Contract.

Section 2.10. Disposal of Acceptable Waste.

The Contractor shall be responsible for arranging for the ultimate disposal of all Contract Waste delivered to the Facility pursuant to this Contract at the Disposal Site. The Disposal Site shall be properly permitted and validly operating in accordance with Applicable Law and Government Approvals.

Section 2.11. Costs of Operations.

Unless Metro is expressly obligated under this Contract to pay for a particular item of cost, all of the obligations of the Contractor under this Contract shall be at Contractor's sole cost and expense.

Section 2.12. Transfer of Ownership of Contract Waste. Upon acceptance by the Contractor at the Facility of any waste delivered to the Facility as Contract Waste, ownership of and title to such waste shall immediately transfer to the Contractor, and Contractor shall thereafter bear the sole responsibility and liability for subsequent storage, handling, transportation and disposal of such waste in accordance with the terms of this Contract.

ARTICLE III

METRO'S OBLIGATIONS

Section 3.01. Metro's Delivery Obligations.

(a) Obligation to Deliver Contract Waste. Commencing on the Commencement Date, Metro shall deliver, or cause to be delivered, to the Facility during the Receiving Time all Contract Waste subject to the exceptions set forth in Section 3.02. Metro makes no commitment with respect to the minimum number of tons of Contract Waste that will be delivered during any period of time. Contractor represents that it has reviewed applicable historical waste generation and collection data, but Metro makes no representation that such data is or will be representative of the types or quantities of waste that will be generated or collected in the future.

(b) Incidental Unacceptable Waste. Deliveries of loads that are predominantly Contract Waste but which contain incidental amounts of waste that is not Acceptable Waste shall not constitute a default under this Contract, and the sole remedy of the Contractor under this Contract shall be as set forth in Section 2.04.

Section 3.02. Additional Metro Rights.

(a) Metro shall not be required to deliver Contract Waste to be used at the Thermal Facility for eventual incineration.

(b) Metro shall not be required to deliver C&D delivered to a different site for recycling purposes.

(c) Metro shall not be required to deliver White Goods.

ARTICLE IV

ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND OTHER AMOUNTS

Section 4.01. Service Charge.

(a) General. On and after the Commencement Date and for each Billing Period thereafter during the Term, the Contractor shall charge and collect the Service Charge for each ton of Acceptable Waste delivered by or on behalf of Metro to the Facility.

(b) Amount of Service Charge. (i) Interim Service Period. During the Interim Service Period the Service Charge will be calculated as follows:

$$\text{Service Charge} = \text{NTD (Municipal Waste)} \times \text{PPT} \text{ plus } \text{NTD (Non-Metro Waste)} \times \text{PPT}$$

Where: NTD means the Number of Tons Delivered.

PPT means the price per ton as determined pursuant to Schedule 10.

(ii) Long Term Service Period. During the Long Term Service Period the Service Charge will be calculated as follows:

$$\text{Service Charge} = \text{NTD (Municipal Waste)} \times \text{PPT} \text{ plus } \text{NTD (Non-Metro Waste)} \times \text{PPT}$$

Where: NTD means the Number of Tons Delivered.

PPT means the price per ton as determined pursuant to Schedule 10.

Adjustments are those adjustments permitted by Section 4.01(c) and (d) and Section 4.02.

The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the \$6.00 per ton disposal charge currently imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro.

(c) Adjustments to Service Charge. (i) Facility Specific Adjustment. If during the Term the Contractor enters into a Multi-Year Contract with any other Municipality within a 150 mile radius of the Facility, for the provision of solid waste services at the Facility similar to those provided for Metro under this Contract (whether for combined transfer station services, transportation and disposal at the Disposal Site or for any one or more of the foregoing elements of service), regardless of the waste quantities covered by the contract, and the service charge (calculated on the basis of a per ton charge or converted to a per ton charge) to such Municipality for the applicable

service is lower than the prices then in effect under this Contract for such service (or the relevant transfer, transportation or disposal component), the Service Charge payable by Metro under this Contract shall be reduced by the difference between the Service Charge paid by Metro under this Contract for the combined services (or for one or more of the foregoing elements of service) and the service charge payable by such other Municipality under the applicable Multi-Year Contract for the combined services (or for the corresponding element of service); provided, however, that any host community benefit or discount shall not be a reason or cause for adjustment to the Service Charge or any element thereof.

(ii) Disposal Related Adjustment. If during the Term the Contractor enters into a Multi-Year Contract with any other Municipality within the shorter of a 150 mile radius of the Facility or the jurisdictional boundaries of the State, for the provision of solid waste disposal services similar to those provided for Metro under this Contract, regardless of the waste quantities covered by the contract, and the disposal charge (calculated on the basis of a per ton charge or converted to a per ton charge) to such Municipality for the disposal service is lower than the disposal component of the Service Charge then in effect under this Contract for such service, the disposal component of the Service Charge payable by Metro under this Contract shall be reduced by the difference between the disposal component of the Service Charge paid by Metro under this Contract for the disposal services and the disposal charge payable by such other Municipality under the applicable Multi-Year Contract for the disposal services; provided, however, that any host community benefit or discount shall not be a reason or cause for adjustment to the Service Charge or any element thereof.

(iii) Schedule of Contracts. Not later than thirty (30) Days following the end of each Contract Year, the Contractor will deliver to Metro a schedule of Multi-Year Contracts entered into with Municipalities by the Contractor in accordance with subsections (i) and (ii) of this Section 4.01(c) during that year or during any prior year if such contract remains in effect for services contemplated in such subsections (i) and (ii), and the respective charges under each such Multi-Year Contract, certified as to accuracy by the Contractor. The Contractor shall deliver copies of the terms of such contracts to Metro upon reasonable notice by Metro.

(d) Adjustments due to Changes in Law. If any adjustment to the Service Charge is required pursuant to a Change in Law, the party requesting the adjustment shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the adjustment, and the amount of the adjustment, as appropriate. Except to the extent that a longer period is otherwise specifically provided for in this Contract, any request for an adjustment due to a Change in Law shall be accepted or rejected by the party receiving the request within 45 days after receipt. If the receiving party does not notify the requesting party of its rejection and the reasons therefor within such 45-day period, the request shall be deemed rejected. A rejected request may be resubmitted, with or without change, and this paragraph shall apply to such resubmitted request as it applies to an original request. Any Service Charge adjustment request for a

Change in Law which is not rejected or deemed rejected shall take effect as of the next monthly billing period thereafter, or as otherwise agreed to by the parties.

(e) No Adjustments due to Uncontrollable Circumstances. Under no circumstances will the Service Charge be adjusted due to Uncontrollable Circumstances.

(f) Delay Damages. If the Commercial Operation Date is (i) later than 19 months following the Commencement Date, or (ii) later than the Commercial Operation Date specified by the Contractor in the construction schedule provided to Metro pursuant to 2.01(d), except to the extent the Commercial Operation Date in either case is delayed due to an Uncontrollable Circumstance or Metro Fault, the Contractor shall pay to Metro as and for liquidated damages an amount equal to \$2,000.00 per calendar day, payable in arrears not later than ten (10) days following the day for which delay damages are due. The parties agree that Metro will incur significant costs in closing the Thermal Facility and that Metro's actual damages resulting from the delay in the Commercial Operation Date would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to such delay are intended to place Metro in the same economic position as it would have been had the delay not occurred.

Section 4.02. Annual Settlement.

Within 60 days after the end of each Contract Year during the Interim Service Period and the Long Term Service Period, the Contractor shall provide to Metro an annual settlement statement ("Annual Settlement Statement") setting forth (i) the actual aggregate tonnage of Contract Waste delivered by Metro and Metro contracted Collectors with respect to such Contract Year, and (ii) a reconciliation of such amount. Such reconciliation shall include an accounting of the actual amount paid by Metro with respect to such Contract Year, and the actual amount that was due by Metro based on actual tonnage of Contract Waste delivered during such Contract Year. To the extent the Service Charge paid by Metro during such Contract Year exceeds the amount owed by Metro during such Contract Year, the excess amount of Service Charge paid by Metro for that Contract Year shall be carried over as a credit to Metro for the subsequent Contract Year. Such credit shall be applied in the form of a per ton credit to Metro. To the extent the Service Charge paid by Metro during such Contract Year is less than the amount of the Service Charge owed by Metro for that Contract Year, such shortfall shall be paid by Metro during the next billing period.

Section 4.03. Invoices and Payments.

(a) The "Monthly Service Fee" for any Billing Period in a Contract Year shall be an amount equal to the Service Charge in effect multiplied by the Tons of Contract Waste delivered under this Contract during such Billing Period and accepted at the Facility.

(b) For each Billing Period, Metro shall pay (or cause to be paid) the Monthly Service Fee to the Contractor in accordance with this Section for the performance by the

Contractor of its obligations hereunder. Metro may offset against the Monthly Service Fee any amounts payable by the Contractor to Metro as damages.

(c) The Contractor shall invoice Metro for the Monthly Service Fee for each Billing Period on or after the first day of the succeeding Billing Period. The Monthly Service Fee shall be due and payable by Metro in immediately available funds within thirty (30) Days following the receipt of such invoice. If directed by the Contractor in writing, Metro shall make Monthly Service Fee payments directly to an escrow agent or other depository set forth in such written notice.

(d) Each invoice to Metro from the Contractor shall specify for the applicable Billing Period the amount of Contract Waste delivered to and accepted at the Facility by Category, as well as the tonnage of each specific hauler of Contract Waste making such deliveries during such Billing Period. In addition the Contractor shall provide reproductions of individual truck scale tickets for all Contract Waste delivered to the Facility during such Billing Period.

(e) In furtherance of its obligations hereunder, during the Term, the Contractor shall be obligated to cause all applicable data (including account information for each hauler of Contract Waste, and daily disposal activity) to be electronically transmitted to Metro. In the event that such electronic transmission system is not operational, the Contractor shall cause such data to be provided to Metro in the most efficient and timely manner practicable.

Section 4.04. Host Municipality Benefit Payments.

For any Contract Year, the Contractor shall perform (at its sole cost and expense) all obligations under any applicable host municipality contract and shall be responsible for any payments required to be made to the host municipality under the terms of such host municipality contract.

Section 4.05. Payment Disputes.

If a party disputes any amount that is payable under this Contract (whether or not constituting a portion of the Service Charges payable under Article III), the party disputing such amount shall provide written notice to the other party of such disputed amount, together with sufficient information to enable the other party to understand the nature of the dispute. Such notice shall be delivered by the party disputing such amount no later than the date that such amount is due and payable. In such event, the party disputing such amount shall make payment of the undisputed amount on the due date thereof. If the amount that is in dispute is ultimately determined to be due and payable, such disputed amount, together with interest thereon (at the Overdue Rate) shall be paid by the party disputing such amount within ten (10) business days.

ARTICLE V

SECURITY FOR CONTRACTOR'S OBLIGATIONS

Section 5.01. Guarantor. (a) Guaranty Agreement. The Contractor shall cause the Guaranty Agreement to be provided and maintained by the Guarantor during the Term hereof substantially in the form attached hereto as Schedule 8.

(b) Material Decline in Guarantor's Credit Standing. The parties acknowledge that, as of the Contract Date, the Guarantor's long-term senior debt outstanding is rated "Ba3" by Moody's and "BB" by Standard & Poor's. For purposes of this Section, a "Material Decline in Guarantor's Credit Standing" shall be deemed to have occurred if: (1) in the event that the Guarantor has long-term senior debt outstanding which has credit ratings by the Rating Services (or one Rating Service in the event the Guarantor is rated by only one such Rating Service), (i) until such time as the credit ratings on the Guarantor's long-term senior debt outstanding are established at investment grade levels, such ratings by the Rating Services are reduced below the Guarantor's ratings as of the Contract Date; or (ii) upon the Guarantor's long-term senior debt outstanding being established at investment grade levels, such ratings by the Rating Services are reduced below investment grade level; or (2) in the event that the Guarantor does not have long-term senior debt outstanding or such debt is not rated by either Rating Service, the credit standing of the Guarantor declines to a level which is insufficient to support an investment grade credit rating by either Rating Service on long-term senior debt of the Guarantor, whether or not any such debt is outstanding. The Contractor immediately shall notify Metro of any Material Decline in the Guarantor's Credit Standing.

(c) Credit Enhancement Upon Credit Standing Decline. If, at any time during the term of this Contract, a Material Decline in Guarantor's Credit Standing occurs, the Contractor shall provide credit enhancement of its obligations hereunder by providing the Letter of Credit as set forth in Section 5.03 to an amount equal to the aggregate Service Fee projected for the three Contract Years following the Contract Year (such projection shall be based on the average annual tonnage of Contract Waste delivered to the Facility during the three (3) prior Contract Years) in which the decline occurs, and shall maintain such credit enhancement until either the Guarantor's credit standing has been restored to the requisite levels set forth in Section 5.01(b) or an additional guarantee is provided by another firm or company acceptable to Metro whose credit ratings would have avoided the occurrence of a Material Decline in the Guarantor's Credit Standing.

(d) Annual Reports. In the event the Guarantor is no longer required to make filings with the Securities and Exchange Commission, the Contractor shall furnish Metro, within 90 days after the end of each Contract Year, consolidating balance sheets and income statements for the Guarantor attached to the audited year end financial statements reported upon by the Guarantor's independent public accountant.

Section 5.02. Bonds. (a) Performance Bonds and Labor and Materials Bonds. On or before the Contract Date, the Contractor shall provide financial security for the performance of its obligations hereunder through Performance Bonds and Labor and Materials Bonds issued by a surety company: (1) approved by Metro having a rating of "A" in the latest revision of the A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) properly registered and licensed to conduct business in the State. The Performance Bonds and Labor and Materials Bonds shall be issued in the name of the Contractor and Metro in the amount of one year's estimated Service Fee, and shall remain open until the termination of the Contract.

(b) Monitoring of Sureties. The Contractor shall be responsible throughout the Term of this Contract for monitoring the financial condition of any surety company issuing bonds under this Contract and for making inquiries no less often than annually to confirm that each such surety company maintains at least the minimum rating level specified in this Section. In the event the rating of any issuing surety company falls below such minimum level, the Contractor shall promptly notify Metro of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all of above requirements, unless Metro agrees to accept the surety company or agrees to an alternative method of assurance. Upon such notice by the Contractor of such an event, Metro shall not unreasonably withhold its approval of such assurance.

Section 5.03. Letter of Credit. (a) Terms and Purpose. The letter of credit shall be an irrevocable direct pay letter of credit issued by a United States bank whose long-term debt is rated "A" or better by either Rating Service and which maintains a banking office in the State (the "Letter of Credit"). The Letter of Credit shall be in the stated amount equal to the aggregate Service Fee projected for three Contract Years, as set forth in subsection 5.01(c), shall be for a term of one year, shall be continuously renewed, extended or replaced so that it remains in effect until 180 Days after the termination of the Contract or until such time as the Guarantor's credit standing has been restored to the requisite levels set forth in Section 5.01(b), and shall be issued substantially in the form set forth in Schedule 9, subject to reasonable modifications required by the issuing bank at the time of issuance. Such modifications shall be subject to Metro's approval, which approval shall not be unreasonably withheld, and Metro shall have the right to request the Contractor to find a replacement issuing bank if Metro does not approve of such modifications. Metro shall be authorized under the Letter of Credit to make one or more sight drawings thereon upon certification to the issuing bank that the drawing conditions described in subsection (b) of this Section have occurred. The Letter of Credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to 30 Days of its expiration. The Letter of Credit shall serve as security for the performance of the Contractor's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which Metro may be entitled for any Contractor Event of Default hereunder.

(b) Conditions to Drawing. It shall be a condition to the right of Metro to draw on the Letter of Credit delivered pursuant to this Section 5.03, other than a draw based on a failure to renew, extend or replace the Letter of Credit or based on a bankruptcy-related event, that: (1) Metro (a) has given the Contractor written notice of a breach of this Contract, whether or not such breach constitutes an Event of Default, and attached a copy of its good faith assessment of the damages Metro has suffered as a result of such breach, or (b) has given a notice of termination based on an Event of Default and attached a copy of its good faith assessment of the damages Metro has suffered as a result of such breach; (2) Metro Council by official action, taken not less than 30 Days following such notice and in the same manner as required for the adoption of a resolution, determines that the Contractor has breached this Contract without excuse hereunder; and (3) the Contractor has had an opportunity to present to Metro at or prior to such meeting evidence disputing Metro's assertion of breach or assessment of damages. Upon the satisfaction of the conditions set forth in the preceding sentence, Metro shall have the right to draw the amount of damages so assessed. Notice to the Guarantor of a breach hereof shall not be a condition to Metro's drawing rights under the Letter of Credit.

(c) Effect of Final Determination of Damages. In the event that subsequent to any drawing on the Letter of Credit it is determined by any court of competent jurisdiction in a final non-appealable decision that such drawing was in excess of the amount of damages determined to be due to Metro by the Court, Metro shall pay the amount wrongfully drawn in excess of the amount determined by the Court to the Contractor together with interest thereon at the Overdue Rate calculated from the date of the drawing to the date of payment to the Contractor.

(b) Cost of Providing Security for Performance. The cost and expense of obtaining and maintaining the security instruments required under this Article as security for the performance of the Contractor's obligations hereunder shall be borne by the Contractor without reimbursement from Metro.

ARTICLE VI

UNCONTROLLABLE CIRCUMSTANCES

Section 6.01. Effect on Obligations.

(a) Relief from Performance.

(i) Each party shall be excused for the failure to perform its obligations with respect to the Facility if such failure results from the occurrence of an Uncontrollable Circumstance; provided, however, that except as provided in paragraph (c) below, an Uncontrollable Circumstance will not excuse a party from its obligation to make a payment under this Contract. Each party shall seek diligently and in good faith to perform its obligations notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome an Uncontrollable Circumstance as soon as practicable.

(ii) Any date by which the Contractor or Metro is required to perform an obligation under this Contract, except the obligation to make any payment when due hereunder, shall be extended to the extent of any delay caused by an Uncontrollable Circumstance, but in no event shall the Term of this Contract be extended as a result thereof.

(b) Unavailability of Facility and Transfer, Transportation, and Disposal by Metro of Acceptable Waste at Alternate Transfer Facility. To the extent that, during any Contract Year, as a result of Uncontrollable Circumstances the Contractor is unable to and is excused under this Contract from accepting all or any portion of the Contract Waste at the Facility, the Contractor shall use all reasonable efforts to identify an Alternate Transfer Facility to receive deliveries of the Contract Waste not capable of being received at the Facility at no additional charge to Metro. If an Alternate Transfer Facility is identified that is satisfactory to Metro, Metro may elect to deliver Contract Waste to such Alternate Transfer Facility or to another facility of Metro's choice.

To the extent Metro delivers Contract Waste to the Alternate Transfer Facility and the Contractor otherwise performs under this Contract, Metro shall pay the Service Charge as if no Uncontrollable Circumstance had occurred. If the proposed Alternate Transfer Facility is not acceptable to Metro, Metro may deliver such Contract Waste to either a facility of its choice (the "Metro Designated Facility") or, directly or indirectly, to the Disposal Site. If Metro delivers such Contract Waste to a Metro Designated Facility, the Contractor may elect to perform its transfer and disposal obligations from the Metro Designated Facility. If the Contractor so elects, Metro shall pay that component of the Service Charge allocable to transportation and disposal to the Contractor, as if no Uncontrollable Circumstance had occurred. If the Contractor fails to elect to provide such transfer and disposal services, Metro may arrange for its own transportation to the Disposal Site and pay that component of the Service Charge allocable solely to disposal to the Contractor, as if no Uncontrollable Circumstance had occurred.

Under no circumstances shall Uncontrollable Circumstances excuse the Contractor from its obligation to provide the Disposal Site at all times during the term of this Contract.

(c) Reinstatement of Delivery of Acceptable Waste. Metro shall reinstate (or shall cause reinstatement of) deliveries of Acceptable Waste to the Facility, as promptly as legally and reasonably practicable following receipt from the Contractor of written notice that the Facility is able to resume acceptance of such Acceptable Waste, unless this Contract shall have been previously terminated, as provided herein, or shall have expired in accordance with its terms.

Section 6.02. Notice of Uncontrollable Circumstance.

The Contractor shall provide written notice thereof to Metro within a reasonable time of the Contractor's knowledge of such Uncontrollable Circumstance. Such notice shall at a minimum, set forth the following (to the extent then known or available, or if not, as soon as practicable thereafter, a separate notice shall provide the details that were not able to be provided in the first notice):

- (a) a description of the Uncontrollable Circumstance that has occurred; and
- (b) the effect, if any, of such Uncontrollable Circumstance on the Contractor's performance or other obligations under this Contract.

ARTICLE VII

COVENANTS AND REPRESENTATIONS

Section 7.01. Representations and Warranties of Each Party.

Each party represents and warrants to and with the other as to the Contract Date (and such representations and warranties as of the Contract Date shall survive the termination or expiration of this Contract), as follows:

(a) Each party is duly organized and existing in good standing and each is duly qualified and authorized to enter into and perform the obligations set forth in this Contract.

(b) The execution and performance of this Contract (1) have been duly authorized by all required corporate or other action of such party, (2) do not require any consent or approval not otherwise previously obtained, and (3) will not violate any judgment, order, law or regulation applicable to such party or any provisions of such party's charter, ordinances or resolutions.

(c) The execution of this Contract and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party, or any contract, indenture, mortgage, bond, contract, instrument or applicable laws to which the party is subject or by which such party is bound. This Contract has been duly executed and constitutes a legal, valid and binding obligation of each party and is enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of principles of equity.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other Contract or instrument entered into by the party in connection with the transactions contemplated hereby.

Section 7.02. Additional Representations of Metro.

Metro further represents to the Contractor as of the Contract Date (and such representations and warranties as of the Contract Date shall survive the termination or expiration of this Contract) that:

(a) Metro is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Contract, and Metro has the power,

authority and legal right to enter into and perform its obligations set forth under this Contract.

(b) The execution, delivery and performance of this Contract by Metro (i) has been duly authorized by the governing body of Metro, (ii) has been (or will be, prior to the Contract Date) approved by all governmental bodies and/or regulatory agencies whose approval is required pursuant to the laws of the State of Tennessee, (iii) does not require any consent, approval or referendum of voters, and (iv) will not violate any judgment, order, law (including the Local Public Contracts Law of Tennessee) or regulations applicable to Metro or any provisions of Metro's charter ordinances or resolutions.

Section 7.03. Additional Representation of the Contractor.

The Contractor further represents to Metro (and such representation and warranty shall survive termination or expiration of this Contract) that the Contractor has received all Permits, licenses and Government Approvals with respect to the Facility and the Disposal Site that are required in order to provide the services required under this Contract.

Section 7.04. Covenants of Each Party.

Each party covenants to and with the other (and such covenants shall survive the termination or expiration of this Contract) that (a) such party will not take any actions or omit to take any actions the effect of which would limit the ability of such party to perform its obligations under the terms of this Contract except to the extent mandated by Applicable Laws and (b) such party shall take such actions as shall be required to maintain its corporate and/or legal existence and the continuation of its business operations throughout the Term.

Section 7.05. Additional Covenants of Metro.

Metro further covenants (and such covenants shall survive the termination or expiration of this Contract) that Metro shall comply with its obligations under the Plan.

Section 7.06. Additional Covenant of the Contractor.

The Contractor shall promptly notify Metro of any action or proposed action of which it has knowledge or the occurrence of any event of which it becomes aware, which would or could lead to the revocation or suspension of any Permit.

The Contractor shall comply in all material respects with the plan to utilize subcontractors that are small businesses set forth in Schedule 7.

ARTICLE VIII

DEFAULTS AND TERMINATION

Section 8.01. Events of Default.

Events of Default and applicable remedies therefor are set out in this Article VIII.

Section 8.02. Events of Default by the Contractor.

The following shall constitute Events of Default on the part of the Contractor unless such event results from the occurrence of an Uncontrollable Circumstance or Metro Fault:

(a) persistent and repeated failure by the Contractor to timely perform any material obligation under the terms of this Contract, except the obligations which are described in Section 8.02(b) hereof, and the continuance of such persistent and repeated failure for a period of sixty (60) Days after written notice thereof has been provided by Metro specifying such failure and requesting that such condition be remedied if the Contractor does not either cure the default or initiate and diligently pursue reasonable actions to cure such non performance; or

(b) failure to pay amounts which are owed by the Contractor to Metro under the terms of this Contract within thirty (30) Days following the receipt of written notice from Metro that amounts are due and payable, giving due regard to the provisions of Section 4.05 hereof; or

(c) (1) the Contractor's being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or (2) a bankruptcy winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction or against the Contractor, if the Contractor does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) Days of the institution of such proceeding; or (3) any action or answer by the Contractor approving of, consenting to, or acquiescing in, any such proceeding; or (4) the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance thereunder; or

(d) a default under the Guaranty.

Section 8.03. Events of Default by Metro.

The following shall constitute Events of Default on the part of Metro unless such event results from the occurrence of an Uncontrollable Circumstance or Contractor Fault:

(a) a persistent and repeated failure by Metro to timely perform any material obligation under the terms of this Contract, except the obligations which are described in Section 8.03(b) hereof, and the continuance of such persistent and repeated failure for a period of sixty (60) Days after written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied if Metro does not either cure the default or initiate and diligently pursue reasonable actions to cure such non-performance; or

(b) failure to pay (or credit) amounts which are owed by Metro to the Contractor under the terms of this Contract within thirty (30) Days following the time same becomes due and payable, giving due regard to the provisions of Section 4.05 hereof; or

(c) (1) Metro being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by Metro under the laws of any jurisdiction or against Metro, if Metro does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) Days of the institution of such proceeding; or (3) any action or answer by Metro, approving of, consenting to, or acquiescing in, any such proceeding; or (4) the levy of any distress, execution or attachment upon the property of Metro, which shall substantially interfere with its performance hereunder; or

(d) failure by Metro to deliver Contract Waste described in Clause (ii) or (iii) of the definition of Contract Waste to the Facility shall not be a default by Metro under this Contract, nor shall Metro be liable for damages as a result thereof, provided that if requested in writing by the Contractor, Metro uses reasonable efforts to enforce its contract with the Collector of such Contract Waste.

Section 8.04. Remedies of Metro.

(a) Except for the remedy set forth in Section 8.05, Metro and the Contractor agree that the sole remedies for the occurrence of an Event of Default under the terms of Sections 8.02(a) and (b) hereof shall be (i) a suit seeking performance by the Contractor of the provisions of this Contract, including the performance by the Contractor of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance; or (ii) with respect to any default for which payments, credits or adjustments are not provided under the terms of this Contract, a suit seeking payment of damages at law; or (iii) with respect to delays in the Commercial Operation Date, payment of liquidated damages as set forth in Section 4.01(f); or (iv) termination of this Contract and a suit seeking payment of damages at law.

(b) The occurrence of an Event of Default described under Sections 8.02(c) and (d) hereof shall not require notice by Metro as hereinabove provided, but shall terminate this Contract forthwith. An Event of Default described in Sections 8.02(c) and (d) hereof may be waived by Metro if Metro determines, in its sole discretion, that the Contractor will be able to perform its obligations pursuant to the terms of this Contract and that adequate guarantees for such performance exists.

(c) In the event that Metro successfully pursues an action to enforce any remedy provided in this Section 8.04, the Contractor shall be liable to Metro for payment of all costs and expenses (including, but not limited to attorneys fees and court costs) incurred by Metro in connection with such action.

(d) This Section 8.04 shall survive termination of this Contract.

Section 8.05. Special Remedy of Metro. Upon termination of this Contract by Metro due to a Contractor Event of Default under Section 8.02, the Contractor shall grant Metro (1) an exclusive, non-transferable license, without ownership interest, to access and use the Facility Expansion and all related structures and equipment located on the Facility Expansion site (e.g., weighing and storage facilities), (2) a non-exclusive, non-transferable license, without ownership interest, to access and use the machinery, equipment, on-site rolling stock, accessories, items and appurtenances used in the operation of the Facility for the transfer of Contract Waste to a Metro-arranged disposal site, and (3) an exclusive, non-transferable license, without ownership interest, to access and use the Homeowner Drop Off and Recycling Center. The Contractor shall further grant to Metro a non-exclusive, non-transferable license, without ownership interest, to use the property around the Facility Expansion to permit the queuing of trucks for deliveries of Contract Waste to the Facility Expansion. To the extent the licenses provided hereunder, with the foregoing limitations, would constitute an event of default under the Contractor's lease for the Facility Site, the Contractor shall obtain a waiver from the landlord as part of the non-disturbance agreement referenced below. The parties agree to promptly develop detailed procedures concerning the respective access and use of the Facility by the parties, which procedures shall be attached to Schedule 4 and shall be immediately effective upon Metro's exercise of the remedy hereunder. It is the intent of the parties hereto that the procedures established hereunder shall permit Metro and the Contractor to efficiently operate stand-alone transfer stations. The licenses granted to Metro under this Section shall be for period equal to the balance of the then current term of this Contract. In order to protect Metro's rights hereunder, the Contractor shall promptly obtain non-disturbance agreements from the landlord of the Facility Site and, if required, the Guarantor's lenders. The remedy in this Section 8.05 shall be in addition to any other remedy available to Metro under Section 8.04; provided, however, the parties acknowledge that the remedy hereunder is intended as a mitigation of the damages that Metro may seek in the event of the termination of this Contract. This Section 8.05 shall survive termination of this Contract.

Section 8.06. Remedies of the Contractor.

(a) Metro and the Contractor agree that the remedies for the occurrence of an Event of Default under the terms of Section 8.03(a) or Section 8.03(b) hereof shall be (i) a suit seeking performance by Metro of the provisions of this Contract, including the performance by Metro of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance; or (ii) with respect to any default for which payments, credits or adjustments are not provided under the terms of this Contract, a suit seeking payment of damages at law; or (iii) termination of this Contract and a suit seeking payment of damages at law.

(b) The occurrence of an Event of Default described under Section 8.03(c) hereof shall not require notice by the Contractor as hereinabove provided but shall terminate this Contract forthwith. An Event of Default described in Section 8.03(c) hereof may be waived by the Contractor if the Contractor determines, in its sole discretion, that Metro will be able to perform its obligations pursuant to the terms of this Contract and that adequate guarantees for such performance exists.

(c) In the event that the Contractor successfully pursues an action to enforce any remedy provided in this Section 8.06, Metro shall be liable to the Contractor for payment of all costs and expenses (including, but not limited to, attorneys fees, whether those of the Contractor's in-house attorneys or otherwise, and court costs) incurred by the Contractor in connection with such action.

(d) This Section 8.06 shall survive termination of this Contract.

Section 8.07. Pendency of Disputes.

Notwithstanding anything contained in this Contract to the contrary, if there shall be a dispute concerning the right of either party to terminate this Contract, both parties shall continue to perform their respective obligations hereunder as if this Contract were in effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Section 8.08. Exclusivity of Remedies.

The remedies provided to Metro and the Contractor pursuant to Section 8.04, Section 8.05 and Section 8.06, respectively, shall together be the exclusive remedies available to the parties under this Contract.

Section 8.09. No Consequential or Punitive Damages.

In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of

its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Initial Term of Contract.

The Initial Operating Term of this Contract shall commence on the Commencement Date and, unless sooner terminated as provided herein, shall expire on the twentieth (20th) anniversary following commencement of the Long Term Service Period.

Section 9.02. Option to Renew.

(a) Metro Renewal Option. This Contract may be extended beyond the Initial Term for a maximum of two (2) five-year Renewal Terms, on the same terms and conditions as during the Initial Term subject to the terms of this Section 9.02.

(b) Notice of Exercise of Option to Renew. If Metro determines to renew the Contract after the expiration of the Initial Term (or after the expiration of the first Renewal Term, as the case may be), at least twenty-four (24) months prior to the expiration of the term then in effect, Metro may exercise its renewal option by notice in writing to the Contractor.

(c) Election by Metro to Terminate Contract. If Metro does not timely exercise its renewal option at least twenty-four (24) months prior to the expiration of the Initial Term or the Renewal Term, then the following shall apply:

- (i) Metro shall forfeit all rights to extend this Contract for additional Terms pursuant to this Section 9.02; and
- (ii) This Contract shall terminate at the end of the then current Initial Term or Renewal Term.

Section 9.03. Further Assurances.

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Contract; provided, however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Contract.

Section 9.04. Cooperative Efforts.

Each party hereto agrees to exercise all reasonable efforts to cooperate in obtaining any regulatory approvals required in order to effectuate the terms of this Contract. In this regard, each party agrees that the parties shall provide the opportunity to review and comment upon all draft documents and applications submitted to

governmental authorities relating to any Permits or authorizations for which the cooperation of the other party has been requested.

Section 9.05. Relationship of the Parties.

Except as otherwise provided herein, no party to this Contract shall have any responsibility whatsoever with respect to services which are to be provided or contractual obligations which are to be assumed by the other party and nothing in this Contract shall be deemed to constitute either party as a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 9.06. Notices.

Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Metro Public Works, Division of Waste Management
Address: 941 Doctor Richard Aldus Adams Drive
Nashville, TN 37207
Telephone: (615) 862-8727
Attention: Assistant Director of Public Works

With a copy to:

The Metropolitan Attorney
Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

Notices to Contractor shall be mailed or hand delivered to:

Contractor: BFI Waste Services, LLC
Attention: District Manager
Address: 700 Murfreesboro Road
Nashville, TN 37210

With a copy to:

c/o Allied Waste Industries, Inc.
Allied Waste Industries, Inc.
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

Attention: Vice President - Legal

Section 9.07. Modification of Contract.

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with Section 4.24.020 of the Metropolitan Code of Laws.

Section 9.08. Waiver.

The waiver by either party of a default or of a breach of any provision of this Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 9.09. Severability.

In the event that any provision of this Contract shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Contract or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 9.10. No Liability of Officers and Employees.

No officer, elected official, agent, representative or employee of Metro, the County or the Contractor shall be held personally liable under any provision of this Contract or as a result of its execution or attempted execution or as a result of any breach or alleged breach hereof; provided, however, that all persons shall remain responsible for their own criminal acts.

Section 9.11. Governing Law.

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

Section 9.12. Entire Contract.

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

Section 9.13. Assignment—Consent Required.

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

Section 9.14. Third Party Beneficiaries.

It is not intended that this Contract make any person or entity a third party beneficiary hereof, notwithstanding the fact that persons or entities other than Metro and the Contractor may be benefited thereby.

Section 9.15. Non-Discrimination.

It is the policy of Metro not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, the Contractor shall, upon request by Metro, show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Section 9.16. Headings.

Captions and headings in this Contract are for ease of reference only and do not constitute a part of this Contract.

Section 9.17. Counterparts.

This Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

Section 9.18. Venue.

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

Section 9.19. Contingent Fees.

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

Section 9.20. Gratuities and Kickbacks.

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

Section 9.21. Indemnity. The Contractor agrees to indemnify, defend, and hold harmless Metro and the County, and their respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, because of bodily injury, sickness, disease or death, sustained by any person or persons, or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work performed by the Contractor pursuant to this Contract, due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent.

Section 9.22. Special Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

(a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.

(b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(c) Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

(d) Contractor shall pay Metro any expenses incurred by Metro as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract.

Section 9.23. Small Business Participation.

The Contractor agrees to use reasonable efforts to hire small and minority businesses, as defined in the Charter and Municipal Code of the Metropolitan Government of Nashville and Davidson County, Tennessee, in assisting the Contractor in performing its obligations hereunder and to implement its Small Business Plan contained in Schedule 7.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

BFI WASTE SERVICES, LLC.

Purchasing Agent:

Stephen B. Gordon

By: Jim McNaughton

Title: District Manager

RECOMMENDED:
Department Head

[Signature]

Department: Metro Public Works, Division of
Waste Management

Sworn to and subscribed to before me, a
Notary Public, this 20th day
of November, 2001, by
District Manager, the
BFI Waste Services LLC of
Contractor and duly authorized to execute this
instrument on Contractor's behalf.

APPROVED AS TO AVAILABILITY OF
FUNDS:

[Signature]

Director of Finance

Ellen L. Nesbitt
Notary Public

My Commission Expires 3-27-2004

APPROVED AS TO INSURANCE:

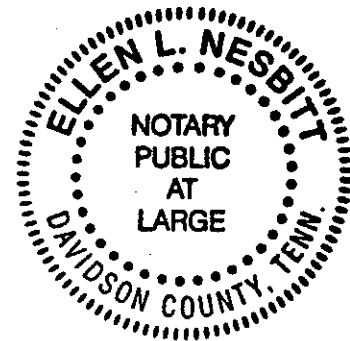
[Signature]

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

[Signature]

Metropolitan Attorney



My Commission Expires MAR. 27, 2004

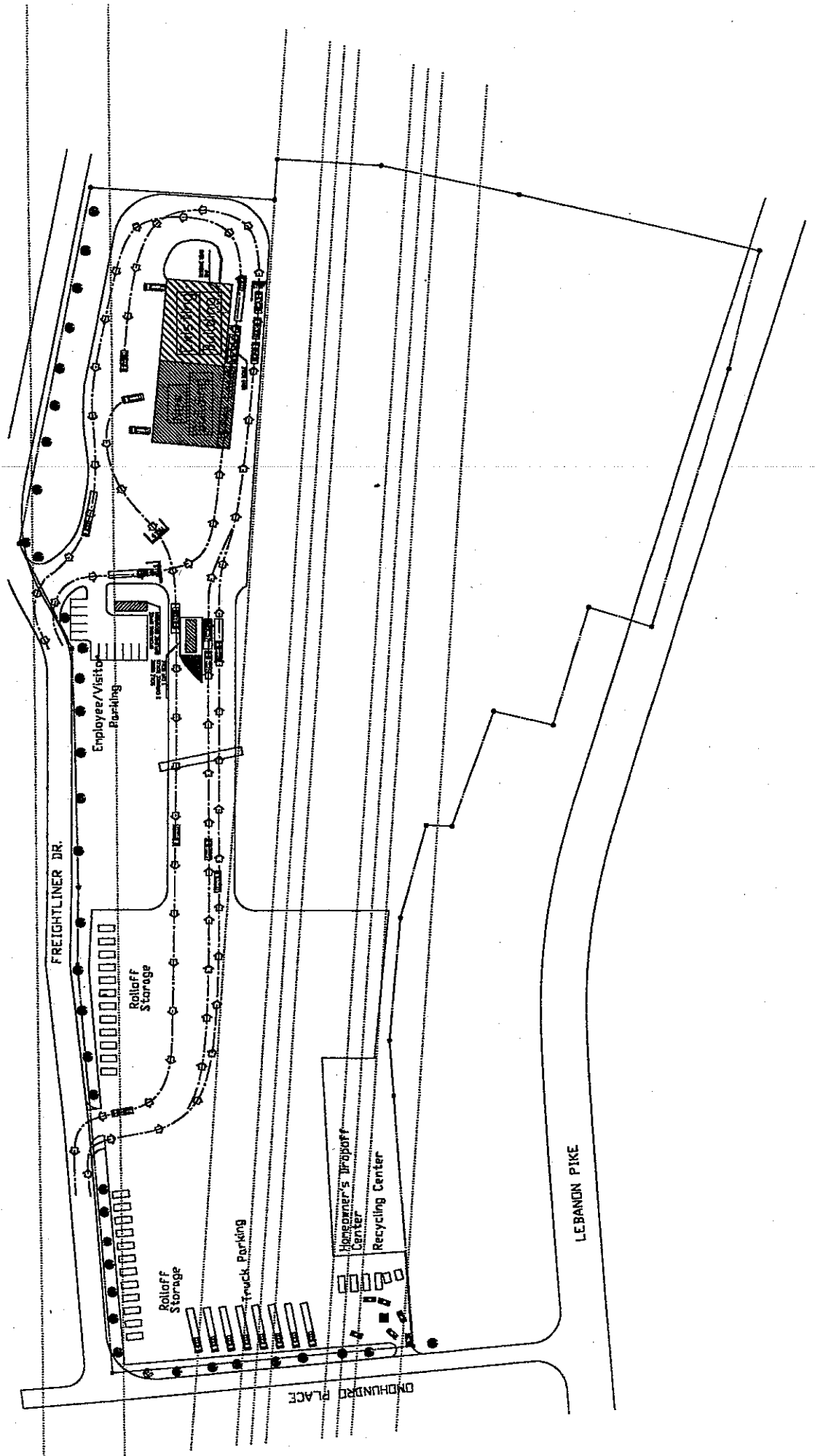
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Marilyn S. Swain

Date: 01/16/2002

**SCHEDULE 1
FACILITY**

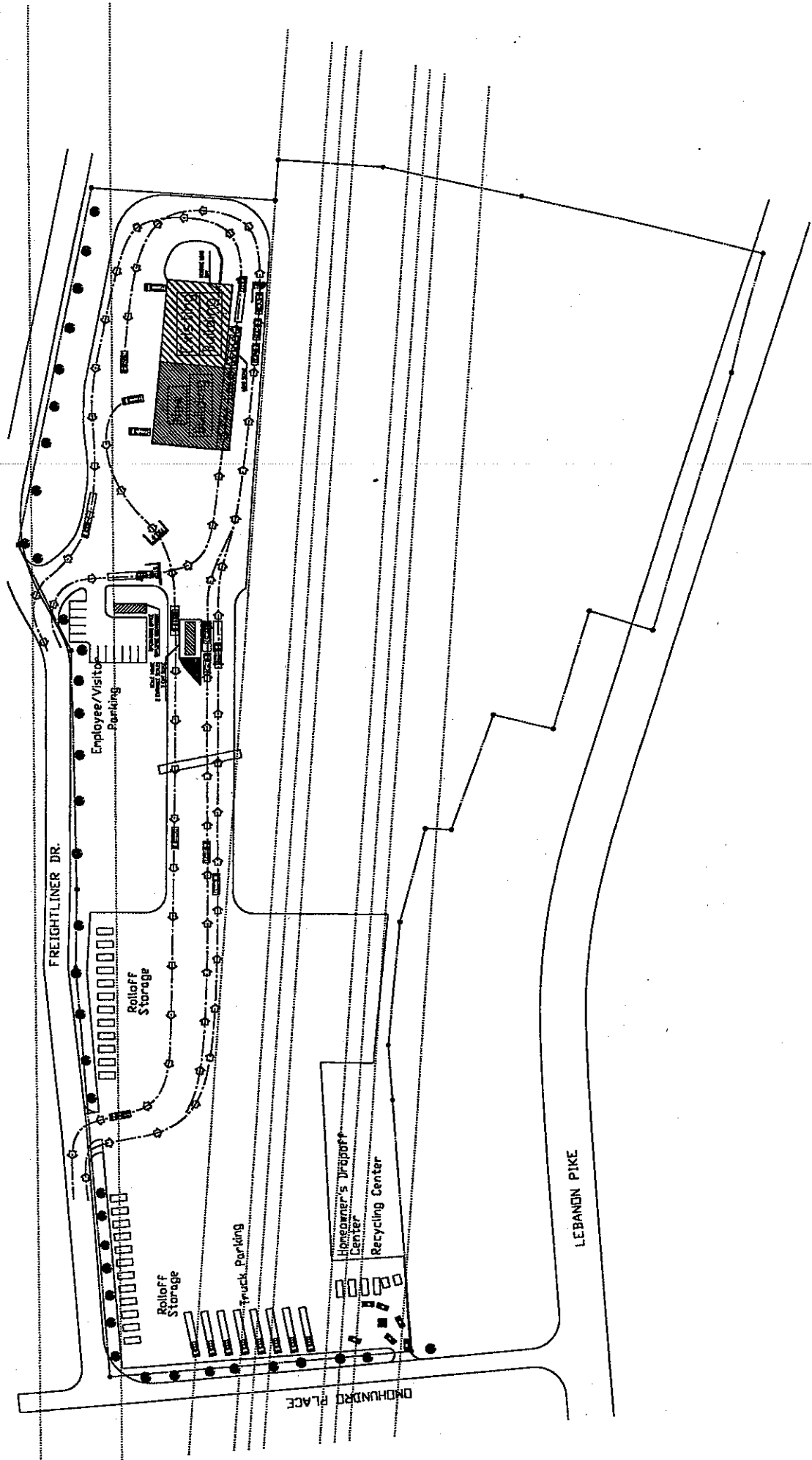
The Contractor's existing Facility is the AAA Transfer Station located at 1160 Freightliner Drive, Nashville, Tennessee (drawing attached). The Facility consists of approximately four (4) acres and is permitted by the Tennessee Department of Environment and Conservation under Permit SNP19-1220.



SCHEDULE 1-A FACILITY EXPANSION

The Contractor plans to expand its existing AAA Transfer Station (Tennessee Department of Environment and Conservation Permit SNP19-1220) located at 1160 Freightliner Drive, Nashville, Tennessee. The planned Facility Expansion will encompass approximately 10.6 acres on Freightliner and Omohundro Drive and is illustrated on the attached drawing. The expansion will include the following facility enhancements:

1. Expansion of existing building – The Contractor will expand the existing square footage of 8750 square feet to add another 9500 square feet, which expansion shall be a separate designated area of the existing building. The completed transfer station building will measure 18,250 square feet.
2. Queuing and traffic will provide Metro trucks and other Contract Waste Collectors separate access to staging areas and scales. Traffic entering from Freightliner Drive will move in one direction through the queuing area to weighing facilities to the staging lane, which leads into the tipping area. Trucks will leave the tipping area to approach the exit scale, then return to Freightliner Drive.
3. A triple scale system (dimensions of scales are 11'x70' each) – Metro trucks and other Contract Waste Collectors will have separate access across a dedicated entrance scale. BFI vehicles will use a dedicated entrance scale. An exit scale will weigh these vehicles leaving the tipping area. A dedicated scale is provided in the tunnel for loading in the pit area.
4. A Homeowner Drop Off and Recycling Center will be designed to allow residents of the County to dispose of approved Acceptable Waste and deliver Recyclable Materials from their personal vehicles.



SCHEDULE 2

[RESERVED]

**SCHEDULE 3
LEGAL HOLIDAYS**

The Legal Holidays as set forth in the Contract shall be the dates observed by Metro Waste Management for the following holidays:

1. New Year's Day
 2. Fourth of July
 3. Thanksgiving
 4. Christmas
-

SCHEDULE 4 FACILITY RULES AND REGULATIONS

Facility Rules and Regulations are applicable to all Persons entering the Facility. The Rules and Regulations have been developed and implemented for the health and safety of the community and the environment. The Contractor reserves the right to deny access to the Facility to Persons who have violated Facility Rules and Regulations. Rules and Regulations are as follows:

1. Upon entrance to the Facility all Persons must report to the appropriate weigh station or scale house. All Persons may be requested to show identification. Visitors are required to sign the visitor's log. Persons using the Facility will be requested to identify company name, driver name, vehicle number, truck or container size and origin of the solid waste.
2. All Persons must follow the directions of Facility personnel at all times and observe all traffic control and speed limit signs.
3. All loads must be tarped when the vehicle arrives at the Facility. Tarps should only be removed after the vehicle enters the tipping area. All Persons must close all doors and tailgates before leaving the tipping floor.
4. Only one person per vehicle is allowed on the tipping floor. Children must stay in the vehicles at all times while at the Facility.
5. All Persons outside a vehicle in the transfer station area must wear a hard hat at all times.
6. Persons delivering solid waste to the Facility are responsible for spillage from their vehicles.
7. Facility personnel may randomly inspect all loads and may inspect any suspicious load. All persons are expected to cooperate with the site inspector so as not to delay operations. Any part of a load that is rejected will be reloaded into the same vehicle and transported off site to an appropriate processing or disposal site.
8. The Contractor shall not accept any responsibility, title or cost for spilled waste or rejected waste delivered to the Facility. The Person transporting or delivering such spilled or rejected waste shall bear all responsibility and cost for removing such waste from the Facility. The Contractor shall maintain the right to recover all costs incurred by the Contractor caused by the delivery of rejected waste from the Person delivering such rejected waste.
9. Persons shall not deliver and the Facility shall not accept any Unacceptable Waste.
10. Persons entering the Facility are responsible for safety of other persons in their vehicle, damage to their vehicle caused by a Person's use of the Facility and damage to the Facility or Facility equipment caused by a Person's vehicle.
11. Scavenging is not permitted at the Facility.

SCHEDULE 5 WEIGHING FACILITIES

The Facility will provide two separate entrance scales for incoming traffic – one for Contract Waste and one for all other users. Additionally, the loading pit will be equipped with another scale to maximize and monitor out-bound payloads. Traffic in and out of the site is designed to flow without interruption to incoming and outgoing vehicles. Separate ingress and egress is planned for the Homeowner Drop Off and Recycling Center. Schedule 1-A illustrates additional details of these areas.

The weighing facilities will be staffed between the hours of 5:00 a.m. until 5:00 p.m. Monday through Saturday. The Weighing Facilities will be designed to accommodate two persons including one Metro employee or representative.

The weighing facilities will utilize an integrated computer and scale technology to track, record and manage Contract Waste delivered to the Facility.

**SCHEDULE 6
INSURANCE**

INSURANCE REQUIREMENTS

Note: The following Insurance Requirements apply to Contractors doing business with the Metropolitan Government of Nashville and Davidson County.

1. GENERAL CONSIDERATIONS

It is a requirement of the Metropolitan Government of Nashville and Davidson County (Metropolitan Government) that Contractors must agree to the indemnity obligations set forth in the General Contract. The Metropolitan Government reserves the right to participate in the defense of any claim or action that is brought against the Metropolitan Government.

To insure compliance with this policy, the METROPOLITAN GOVERNMENT requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said METROPOLITAN GOVERNMENT. The METROPOLITAN GOVERNMENT fully understands that no insurance policy of any company licensed to do business in the State of Tennessee is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be with a company or companies licensed to do business in Tennessee. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Tennessee by the Tennessee Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to the Department of Law of The Metropolitan Government of Nashville and Davidson County.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include the METROPOLITAN GOVERNMENT as an Additional Insured, and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Tennessee or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverages required hereafter, and provided certificates of insurance to Metro be approved by the Department of Law of The Metropolitan Government of Nashville and Davidson County.

Check if Required:

GENERAL LIABILITY

a. Comprehensive (Commercial) General Liability:

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting therefrom, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of, property, including the loss of use thereof, caused by any occurrence.

This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (Explosion, Collapse and Underground Damage), as applicable.

b. Premises and Operations Liability:

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and the METROPOLITAN GOVERNMENT from liability resulting from the operations under the Contract by the Contractor.

c. Products and Completed Operations Liability:

The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the Contract and including those products involved in the work for which Contractor is responsible.

d. Broad Form Contractual Liability:

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its Contract with the METROPOLITAN GOVERNMENT must be attached to the Certificate of Insurance.

AUTOMOBILE LIABILITY

- (X) e. Comprehensive (Business) Automobile Liability (all owned, hired and non- owned):

The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

(X) f. The Contractor shall have and maintain during the life of the Contract Worker's Compensation Insurance conforming with the requirements of the laws of Tennessee and (if the box is checked) the Jones Act () and the Longshoremen's and Harbor Workers' Compensation Act (). In case of any employee or employees are not covered by such laws of Tennessee or the Jones Act or the Longshoremen's and Harbor Workers Compensation Act, the Contractor shall provide Employers' Liability coverage for the protection of such employee or employees.

PROPERTY DAMAGE INSURANCE

- () g. Builder's Risk Insurance

The Contractor shall have and maintain during the life of the Contract such Property Insurance upon Contractor's entire work at the site to the completed value thereof. This insurance shall protect the METROPOLITAN GOVERNMENT, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for the physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. All Risk insurance may contain the normal exclusions, such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, and war. If the METROPOLITAN GOVERNMENT requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable.

If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

() (h) Other Insurance

3. **ADDITIONAL INSURANCE REQUIREMENTS:**

The Certificate of Certificates of Insurance shall contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

() If this box is checked, each of the said policies set out above may contain a deductible feature not in excess of \$_____ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss.

4. The word "Contract" above means the AGREEMENT between the METROPOLITAN GOVERNMENT and CONTRACTOR for this PROJECT. The word "Contractor" means the successful PROPOSER who is the CONTRACTOR for this PROJECT. The limit "Ea. Person" is the monetary limit applied to each person injured in a given occurrence. The limit "Ea. Occur." is the limit of the total liability for claims, subject to the limit for "Ea. Person," from one common cause. The word "Aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The CONTRACTOR is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of Tennessee.

MINIMUM LIMITS OF COVERAGE - Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

INSURANCE REQUIREMENTS

GENERAL LIABILITY

- | | | | |
|-----|---|--------------|------------------------------|
| (a) | Comprehensive General Liability | | |
| | Bodily Injury | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate Per Project |
| | Property Damage | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate Per Project |
| | (or) | | |
| | Combined Single Limit | \$ 1,000,000 | Per Occur. Per Project |
| (b) | Premises and Operations Liability | | same limits as in (a) above. |
| (c) | Products and Completed Operations Liability | | same limits as in (a) above. |
| (d) | Contractual Liability | | same limits as in (a) above. |

AUTOMOBILE LIABILITY

- | | | | |
|-----|---|--------------|------------|
| (e) | Comprehensive Automobile Liability (all owned, hired and non-owned) | | |
| | Bodily Injury | \$ 1,000,000 | Ea. Person |
| | | \$ 1,000,000 | Ea. Occur. |
| | Property Damage | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate |
| | (or) | | |
| | Combined Single Limit | \$ 1,000,000 | Per Occur. |

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- | | | | |
|-----|---|------------------|------------|
| (f) | Worker's Compensation
(including compliance with the
Jones Act and Longshoremen's and
Harbor Worker's Act as applicable) | Statutory Amount | |
| | Employer's Liability | \$ 1,000,000 | Ea. Occur. |

PROPERTY DAMAGE

- | | | | |
|-----|--------------------------|-------------------------|--|
| (g) | Builder's Risk Insurance | \$ (Value of Structure) | |
| (h) | Other Insurance | \$ (As Required) | |

**SCHEDULE 7
SMALL BUSINESS PLAN**

The Contractor will develop, maintain and appoint a coordinator for a small business development program. The goal of the program will be to actively seek and identify small and disadvantaged business enterprise sources and offer such sources the opportunity to participate with the Contractor in its procurement opportunities. The Contractor's small business coordinator will work closely with the Small Business Liaison Officer for Metro Government in searching for and securing additional small and/or disadvantaged business partners.

Additionally, the Contractor will request its contractors and subcontractors to develop opportunities for disadvantaged businesses.

The Contractor currently utilizes the following small businesses in the Nashville area:

- Duck Welding
- Goosemere Lawn Services
- Cecil's E-Z Supply
- Acorn Radiator
- Alternator and Starter Exchange
- Jenkins Diesel
- Cherokee Spring Service

SCHEDULE 8
FORM OF GUARANTY AGREEMENT

**FORM OF
GUARANTY AGREEMENT**

From

ALLIED WASTE INDUSTRIES, INC.

to

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY**

Dated

as of November 20, 2001

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is made and dated as of November 20, 2001, between Allied Waste Industries, Inc., a corporation organized and existing under the laws of the Delaware (together with any permitted successors and assigns hereunder, the "Guarantor"), and The Metropolitan Government of Nashville and Davidson County("Metro").

RECITALS

Metro and BFI Waste Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware and duly authorized to do business in the State of Tennessee (the "Contractor"), have entered into a Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste, dated as of November 20, 2001, as amended from time to time (the "Contract") whereby the Contractor has agreed to provide transfer station facilities, operation of the transfer station, waste transportation services, and disposal services for solid waste, all as more particularly described therein.

The Contractor is an indirect subsidiary of the Guarantor.

Metro will enter into the Contract only if the Guarantor guarantees the performance by the Contractor of all of the Contractor's responsibilities and obligations under the Contract as set forth in this Guaranty Agreement (the "Guaranty").

In order to induce the execution and delivery of the Contract by Metro and in consideration thereof, the Guarantor agrees as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01. Definitions. For the purposes of this Guaranty, the term "Obligations" means the amounts payable by, and the covenants and agreements of, the Contractor pursuant to the terms of the Contract. Any other capitalized word or term used but not defined herein is used as defined in the Contract.

Section 1.02. Interpretation. In this Guaranty, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Guaranty, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution and delivery of this Guaranty.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, Metro and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(F) Counterparts. This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) Applicable Law. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of Tennessee.

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the Guarantor's liability beyond that expressly set forth herein.

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

Section 2.01. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a company duly organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium or by general equity principals of reorganization and other similar laws affecting creditors' rights generally and general principles of equity.

(C) No Conflict. Neither the execution or delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations hereunder (1) to the Guarantor's knowledge conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor, (2) conflicts with, violates or results in a material breach of any term or condition of the Guarantor's corporate charter or by-laws or any judgment, decree, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) to the Guarantor's knowledge will result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby.

(D) No Governmental Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required of the Guarantor for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(E) No Litigation. Except as disclosed in the Guarantor's filings with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934, as amended, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's knowledge, threatened against the Guarantor which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty.

(F) No Legal Prohibition. The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty.

(G) Consent to Agreements. The Guarantor is fully aware of the terms and conditions of the Contract.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder will result in a material benefit to the Guarantor.

ARTICLE III

GUARANTY COVENANTS

Section 3.01. Guaranty to Metro. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to Metro for the benefit of Metro (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Contractor under the Contract (including all amendments and supplements thereto) to, or for the account of, Metro, when the same shall become due and payable pursuant to this Guaranty, and (2) the full and prompt performance and observance of each and all of the Obligations. Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to assert the defenses provided in Section 3.04 hereof against claims made under this Guaranty.

Section 3.02. Right of Metro to Proceed against Guarantor. This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Contractor to pay or perform any Obligation guaranteed hereunder, Metro shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Contractor or exhausting any other remedies against the Contractor which Metro may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that Metro (1) file suit or proceed to obtain a personal judgment against the Contractor or any other person that may be liable for the Obligations or any part of the Obligations, (2) make any other effort to obtain payment or performance of the Obligations from the Contractor other than providing the Contractor with any notice of such payment or performance as may be required by the terms of the Contract or required to be given to the Contractor under Applicable Law, (3) foreclose against or seek to realize upon any security for the Obligations, or (4) exercise any other right or remedy to which Metro is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Contractor or to the enforcement of remedies under the Contract. Upon any unexcused failure by the Contractor in the payment or performance of any Obligation and the giving of such notice or demand, if any, to the Contractor and Guarantor as may be required in connection with such Obligation and this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding Metro's right to proceed directly against the Guarantor, Metro (or any successor) shall not be entitled to more than a single full performance of the obligations in regard to any breach or non-performance thereof.

Section 3.03. Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Contractor shall have fully discharged the Obligations in accordance with their respective terms, and except as provided in Section 3.04 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Contractor, Metro or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified

by reason of any of the following (whether with or without notice to, knowledge by or further consent of the Guarantor):

(1) the extension or renewal of this Guaranty or the Contract up to the specified Terms of each agreement;

(2) any exercise or failure, omission or delay by Metro in the exercise of any right, power or remedy conferred on Metro with respect to this Guaranty or the Contract except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;

(3) any permitted transfer or assignment of rights or obligations under the Contract by any party thereto (other than a permitted assignment to a replacement constructor or operator in the event of a termination of the Contractor pursuant to Article VIII of the Contract), or any permitted assignment, conveyance or other transfer of any of their respective interests in the Facility;

(4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of Metro or any other person;

(5) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of the Contract;

(6) any failure of title with respect to all or any part of the respective interests of any person in the Facility Site or the Facility;

(7) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against the Contractor or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or the Contract in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(8) except as permitted by Sections 4.01 or 4.02 hereof, any sale or other transfer by the Guarantor or any affiliate of any of the capital stock or other interest of the Guarantor or any affiliate in the Contractor now or hereafter owned, directly or indirectly, by the Guarantor or any affiliate, or any change in composition of the interests in the Contractor;

(9) any failure on the part of the Contractor for any reason to perform or comply with any agreement with the Guarantor;

(10) the failure on the part of Metro to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Contractor as a condition to the enforcement of Obligations pursuant to the Contract;

(11) the merger or consolidation of any party to the Contract into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(12) any legal disability or incapacity of any party to the Contract; or

(13) the fact that entering into the Contract by the Contractor or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (1) through (13) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Contractor pursuant to the terms of the Contract and not merely a guarantor and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Contractor's rights, benefits, duties or obligations under the Contract. To the extent that any of the matters specified in subparagraphs (1) through (6) and (8) through (13) would provide a defense to, release, discharge or otherwise affect the Contractor's Obligations, the Guarantor's obligations under this Guaranty shall be treated the same.

Section 3.04. Defenses, Set-Offs and Counterclaims. Notwithstanding any provision contained herein to the contrary, the Guarantor shall be entitled to exercise or assert any and all legal or equitable rights or defenses which the Contractor may have under the Contract or under Applicable Law (other than bankruptcy or insolvency of the Contractor and other than any defense which the Contractor has expressly waived in the Contract or the Guarantor has expressly waived in Section 3.05 hereof or elsewhere hereunder), and the obligations of the Guarantor hereunder are subject to such counterclaims, set-offs or defenses which the Contractor is permitted to assert pursuant to the Contract or under Applicable Law (other than bankruptcy or insolvency of the Contractor and other than any defense which the Contractor has expressly waived in the Contract or the Guarantor has expressly waived in Section 3.05 hereof or elsewhere hereunder), if any.

Section 3.05. Waivers by the Guarantor. The Guarantor hereby unconditionally and irrevocably waives:

(1) notice from Metro of its acceptance of this Guaranty;

(2) notice of any of the events referred to in Section 3.03 hereof, except to the extent that notice is required to be given as a condition to the enforcement of Obligations;

(3) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Contractor required pursuant to the Contract or Applicable Law as a condition to the performance of any Obligation;

(4) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;

(5) any right to require a proceeding first against the Contractor;

(6) any right to require a proceeding first against any person or the security provided by or under the Contract except to the extent the Contract specifically requires a proceeding first against any person (except the Contractor) or security;

(7) any requirement that the Contractor be joined as a party to any proceeding for the enforcement of any term of the Contract or this Guaranty;

(8) the requirement of, or the notice of, the filing of claims by Metro in the event of the receivership or bankruptcy of the Contractor; and

(9) all demands upon the Contractor or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.05, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

Section 3.06. Payment of Costs and Expenses. The Guarantor agrees to pay Metro on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), incurred by or on behalf of Metro in successfully enforcing by legal proceeding observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the costs and expenses that Metro incurs in performing any of its obligations under the Contract, where such obligations are a condition to performance by the Contractor of its Obligations.

Section 3.07. Subordination of Rights. The Guarantor agrees that any right of subrogation or contribution which it may have against the Contractor as a result of any payment or performance hereunder is hereby fully subordinated to the rights of Metro hereunder and under the Contract and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Contractor until the Contractor and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

Section 3.08. Separate Obligations; Reinstatement. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under

this Guaranty, (2) give rise to separate and independent causes of action against the Guarantor, and (3) apply irrespective of any indulgence granted from time to time by Metro. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Contractor is rescinded or must be otherwise restored by Metro, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Contract, or the Contractor's enforcement of such terms under Applicable Law.

Section 3.09. Term. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Contractor have been fully paid and performed. This Guaranty shall be effective irrespective as to when the Commencement Date occurs.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. Maintenance of Corporate Existence. (A) Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it, unless the successor or the surviving entity is the Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if (1) the successor or the surviving entity (if other than the Guarantor) (a) if not transferred by operation of law, the successor or surviving entity assumes in writing all the obligations of the Guarantor hereunder (b) at the request of Metro delivers to Metro an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws, and (2) any such transaction does not result in a Material Decline in Guarantor's Credit Standing, as defined in Section 5.01 of the Contract, or, if such transaction results in a Material Decline in Guarantor's Credit Standing, as defined in Section 5.01 of the Contract, the successor Guarantor provides credit enhancement as required by Section 5.03 of the Contract.

(B) Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section 4.01, the provisions of this Section 4.01 shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section 4.01. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section 4.01, and if such transaction results in a Material Decline in Guarantor's Credit Standing as defined in Section 5.01 of the Contract, the successor Guarantor shall provide credit enhancement as required by Section 5.03 of the Contract.

Section 4.02. Assignment. Without the prior written consent of Metro, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 4.01 hereof.

Section 4.03. Consent to Jurisdiction. The Guarantor irrevocably: (1) agrees that any legal proceeding arising out of this Guaranty shall be brought in the State or federal courts in Davidson County, Tennessee having appropriate jurisdiction; (2) consents to the jurisdiction of such court in any such Legal Proceeding; (3) waives any objection which it may have to the laying of the jurisdiction of any such Legal Proceeding in any of such courts; and (4) waives its right to a trial by jury in any Legal Proceeding in any of such courts.

Section 4.04. Binding Effect. This Guaranty shall inure to the benefit of Metro and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.05. Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of Metro and of the Guarantor.

Section 4.06. Liability. It is understood and agreed to by Metro that nothing contained herein shall create any obligation of or right to look to any director, officer, employee or stockholder of the Guarantor (or any Affiliate thereof) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this Guaranty shall be taken against any such director, officer, employee or stockholder.

Section 4.07. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by first class mail and facsimile, to such addresses:

(a) If to the Guarantor:

c/o Allied Waste Industries, Inc.
Allied Waste Industries, Inc.
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260
Attn: Vice President - Legal
With a copy to:

BFI Waste Services, LLC
District Manager
700 Murfreesboro Road
Nashville, TN 37210

(b) If to Metro:

Metro Public Works, Division of Waste Management

941 Doctor Richard Aldus Adams Drive
Nashville, TN 37207
(615) 862-8727
Attention: Assistant Director of Public Works

With a copy to:

The Metropolitan Attorney
Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly

authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

[Seal]

ALLIED WASTE INDUSTRIES, INC.,
as Guarantor

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted and Agreed to by:

[Metro Seal]

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

ATTEST:

By: _____

Printed Name: _____

Title: _____

**SCHEDULE 9
FORM OF LETTER OF CREDIT**

FORM OF LETTER OF CREDIT

[Date]

Metropolitan Government of Nashville and Davidson County
[address
address
Nashville, Tennessee _____]

Ladies and Gentlemen:

1. At the request and for the account of _____, a _____ corporation (the "Contractor"), [Name of Bank] (the "Bank") hereby establishes in your favor our direct-pay irrevocable Letter of Credit No. ____ (the "Letter of Credit"), in the amount of \$_____ (the "Stated Amount"), effective immediately. Capitalized terms used but not defined herein are used as defined in the Contract referred to below.

2. We hereby irrevocably authorize you to draw drafts on us at sight in accordance with the terms and conditions hereinafter set forth. The aggregate amount drawn hereunder shall not exceed the Stated Amount.

3. This Letter of Credit is effective immediately and will expire on _____, _____ (the "Stated Termination Date").

4. Subject to the foregoing and the further provisions of this Letter of Credit, a demand for payment may be made by you by presentation to us of your sight draft, accompanied by your written and completed certificate, signed by you, in substantially the form of Annex A hereto (such certificate being your "Drawing Certificate"), in an amount not exceeding the Stated Amount, representing amounts payable to you by the Contractor under and pursuant to the Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste dated as of November 20, 2001, between the Contractor and The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Contract").

5. Each sight draft drawn under this Letter of Credit must bear on its face the clause "Drawn under Irrevocable Letter of Credit No. ____."

6. Demand for payment may be made by you under this Letter of Credit prior to the expiration hereof at any time during the Bank's business hours at its address at [Bank's Address] Attention: _____, on a Business Day (as hereinafter defined). As used herein the term "Business Day" means a day on which the Bank at our aforesaid office is opened for the purpose of conducting commercial banking business. We hereby agree that all sight drafts drawn under and in strict conformity with the terms of this Letter of Credit will be duly honored by us upon delivery of the sight drafts and certificates. If we receive any of your sight drafts and certificates, all in strict conformity to the terms of this Letter of Credit, at our aforesaid office not later than 11:00 A.M.

(local time) on a Business Day on or before the Stated Termination Date hereof, we will honor the same by 3:00 P.M. (local time) on the same day in accordance with your payment instructions. If we receive any of your sight drafts and certificates, all in strict conformity to the terms of this Letter of Credit at such office after 11:00 A.M. (local time) on a Business Day, on or before the Stated Termination Date hereof, we will honor the same not later than 1:00 P.M. (local time) on the next succeeding Business Day in accordance with your payment instructions. If requested by you, payment under this Letter of Credit may be made by Federal Reserve Wire Transfer of funds to your account in a bank on the Federal Reserve Wire Facility or by deposit of same day funds into a designated account that you maintain with us.

7. The Stated Amount shall be reduced automatically by the amount of each drawing hereunder.

8. This Letter of Credit is transferable in its entirety (but not in part) to your successor which you certify to us has succeeded you as beneficiary and may be successively so transferred. Transfer of this Letter of Credit to such transferee shall be effected upon the presentation to us of this Letter of Credit accompanied by a certificate in the form of Annex B attached hereto.

9. Only you (or a transferee as provided in paragraph 8 hereof) may make a drawing under this Letter of Credit. Upon the payment to you or your account of the amount specified in a sight draft drawn hereunder, we shall be fully discharged of our obligation under this Letter of Credit with regard to that payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with regard to that payment to you.

10. This Letter of Credit, except as otherwise stated herein, is subject to International Standby Practices 1998, International Chamber of Commerce Publication 590 1998 (the "ISP98") and shall be governed and construed in accordance with the laws of the State of New York and applicable U.S. federal law.

11. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at our address at [Bank Address] Attention: _____, specifically referring to the number of this Letter of Credit.

12. This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Contract), except only the certificates, sight drafts, and Letter referred to herein and ISP98; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except for ISP98, such certificate, sight drafts and Letter.

Very truly yours,
[Name of Bank]

By: _____
Authorized Officer

ANNEX A TO LETTER OF CREDIT

CERTIFICATE FOR DRAWING
IN CONNECTION WITH
PAYMENT OF AMOUNTS
UNDER THE CONTRACT

Irrevocable Letter of Credit No.

The undersigned, a duly authorized representative of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Beneficiary"), hereby certifies to [Name of Bank] (the "Bank"), with reference to Irrevocable Letter of Credit No. ____ (the "Letter of Credit"; terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Beneficiary, as follows:

1. The Beneficiary is a party to the Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste, dated November 20, 2001 (the "Contract") by and between the Beneficiary and BFI Waste Services, LLC (the "Contractor").

2. The Commencement Date has occurred.

3. The Beneficiary is making a demand for payment under the Letter of Credit in the amount of \$_____ and such amount does not exceed the Stated Amount.

4. The Beneficiary hereby certifies as follows (insert those which are applicable):

(a) The Contractor has materially breached the Contract and, in accordance with the procedures and requirements of Section 5.03, the Beneficiary has determined that the amount set forth above represents the estimated damages suffered by the Beneficiary, not to exceed the Stated Amount.

(b) The Beneficiary has terminated the Contract pursuant to Section 8.04 of the Contract, and in accordance with the procedures and requirements of Section 5.03, the Beneficiary has determined that the amount set forth above represents the estimated damages suffered by the Beneficiary, not to exceed the Stated Amount.

(c) The Letter of Credit will expire within 30 days, and the Letter of Credit has not been extended, renewed or replaced in accordance with Section 5.03 of the Contract. The amount set forth above represents the full Stated Amount.

(d) The Contractor or the Guarantor has filed a petition of voluntary bankruptcy under the Bankruptcy Code, the Contractor or the Guarantor has consented to the filing of any bankruptcy or reorganization petition against the

Contractor or any Guarantor, or the Contractor or the Guarantor has filed a petition to reorganize the Contractor or the Guarantor pursuant to the Bankruptcy Code. The amount set forth above represents the full Stated Amount.

(e) A court of competent jurisdiction has issued an order appointing a receiver, liquidator, custodian or trustee of the Contractor or the Guarantor or of a major part of the Contractor's or the Guarantor's property, respectively, or a petition to reorganize the Contractor or the Guarantor pursuant to the Bankruptcy Code has been filed against the Contractor or the Guarantor, and such order has not been discharged or such filing has not been dismissed within 90 days after such issuance or filing. The amount set forth above represents the full Stated Amount.

5. Payment of the amount described hereby shall be made by wire transfer to the following account: [wire transfer instructions].

IN WITNESS WHEREOF, the Beneficiary has caused this certificate to be executed and delivered by its duly authorized representative as of this ____ day of , 20__.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

By:

Title:

ANNEX B TO LETTER OF CREDIT

TRANSFER CERTIFICATE

[Date]

[Bank's Address]

Attention:

RE: Irrevocable Letter of Credit No.

Ladies and Gentlemen:

For value received, the undersigned Beneficiary hereby irrevocably transfers to:

[Name of Transferee]

[Address of Transferee]

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole right as the Beneficiary thereof, including sole rights to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

Such transferee is a permitted transferee under such Letter of Credit.

The Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

SIGNATURE AUTHENTICATED

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

(Bank)
(Authorized Officer)

By: _____
Title: _____

**SCHEDULE 10
PER TON CHARGE**

PER TON CHARGE

I. Interim Service Period Per Ton Charge

A. The per ton charge for Municipal Contract Waste for the Interim Service Period shall equal the following:

Service Charge for All Tons Delivered						
Total Number of Tons of Contract Waste Delivered During Year ^{1,2}	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	+	\$8.00	+	\$15.00	\$27.00
125,000 – 174,999	\$4.00	+	\$8.00	+	\$14.75	\$26.75
175,000 – 224,999	\$4.00	+	\$8.00	+	\$14.50	\$26.50
225,000 – 249,999	\$4.00	+	\$8.00	+	\$14.25	\$26.25
250,000 – 360,000	\$4.00	+	\$8.00	+	\$14.00	\$26.00

1. For purposes computing the "Total Number of Tons Delivered During Year", Wrongfully Rejected Waste shall be treated as delivered tons.
2. If the balance of the Interim Service Period is less than a full year, the annual tonnage shall be computed using the balance of the year occurring during the Long Term Service Period.

B. The per ton charge during the Interim Service Period for all tons of Non-Metro Contract Waste delivered by Collectors licensed to collect Contract Waste in Davidson County shall equal the following:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons delivered	\$30.00

C. Example Calculation of Interim Service Period Per Ton Charge. Assuming Contract Waste delivered to the Facility in the first Contract Year during the Interim Service Period is equal to 150,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$4,012,500.00 (150,000 Tons x \$26.75).

II. Long Term Service Period Per Ton Charge

A. The per ton charge for Municipal Contract Waste during the Long Term Service Period shall equal the following:

Year 1:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00

Years 2 – Balance of Long Term Service Period:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton		Adjustment Factor
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00	x	AF
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75	x	AF
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50	x	AF
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25	x	AF
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00	x	AF

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component + Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component + Transportation Component + Disposal Component	Adjustment Factor
Actual Tons delivered	\$30.00	x AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge. Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Bond No. 929229348
New Bond Same Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Browning Ferris Industries, LLC

700 Murfreesboro Rd.	Nashville	TN	37210	, Principal,
and National Fire Insurance Company of Hartford				, Surety, are held and firmly bound
unto The Metropolitan Government of Nashville and Davidson County	Nashville	TN	37201	, Obligees.
<small>Division of Purchasing, 222 3rd Ave. N., Suite 601</small>				

in the sum of One Million Dollars

Dollars (\$ 1,000,000.00)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligees, dated as of November 20, 2001 **for** Contract to provide transfer station facilities, operation of the transfer station, waste transportation services, and disposal services for solid waste

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligees from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.

Signed, sealed, and dated

November 20, 2001

(Principal)

Browning Ferris Industries, LLC

By: Esther C. Jimenez (Seal)
Esther C. Jimenez Power of Attorney

(Surety)

National Fire Insurance Company of Hartford

By: Phyllis Boyd (Seal)
Phyllis Boyd Attorney-in-Fact

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Bond No. 929229348
New Bond Same Number

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Browning Ferris Industries, LLC

700 Murfreesboro Rd. Nashville TN 37210, Principal,
and National Fire Insurance Company of Hartford Surety, are held and firmly bound
unto The Metropolitan Government of Nashville and Davidson County

Division of Purchasing, Nashville TN 37201, Obligees,
222 3rd Ave. N., Suite 601

In the sum of One Million Dollars

Dollars (\$ 1,000,000.00),

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligees, dated as of November 20, 2001 for Contract to provide transfer station facilities, operation of the transfer station, waste transportation services, and disposal services for solid waste

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED

November 20, 2001

Browning Ferris Industries, LLC (Seal)
(Principal)

By: Esther C. Jimenez
Esther C. Jimenez Power of Attorney

National Fire Insurance Company of Hartford (Seal)
(Surety)

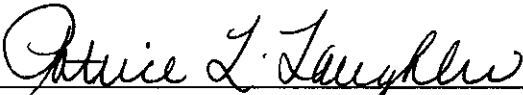
By: Phyllis Boyd
Phyllis Boyd Attorney-in-Fact

Form G-23214-C

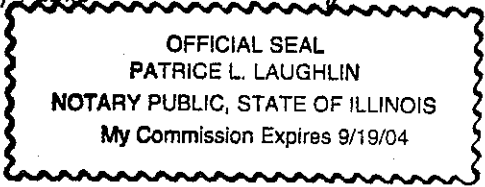
NOTARIAL ACKNOWLEDGEMENT-PRINCIPAL

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

On the **20th** day of **November, 2001**, before me, **Patrice L. Laughlin**, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Esther C. Jimenez**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois; that she is an Attorney-in-Fact for **Allied Waste Industries, Inc. and its subsidiaries**, and that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.



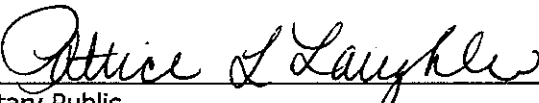
Notary Public



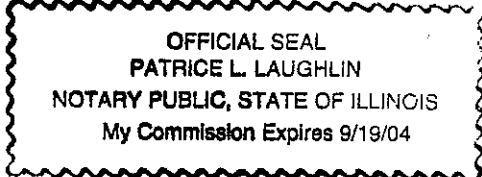
NOTARIAL ACKNOWLEDGMENT - SURETY

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

On this **26th** day of **November, 2001**, before me, **Patrice L. Laughlin**, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Phyllis Boyd**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact for **National Fire Insurance Company of Hartford**, the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.



Notary Public





ALLIED WASTE INDUSTRIES, INC.

POWER OF ATTORNEY

Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona, 85260, hereby makes, constitutes and appoints Weible, Cahill & Company, LLC, acting through and by William P. Weible or William F. Cahill, Theresa A. Snow, Esther C. Jimenez, Patricia J. Kenis or Molly Moran, its true and lawful attorney and affix its corporate seal to and deliver for an on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds, worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds and/or bid bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, included, but not limited to, Allied Services, LLC, Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Missouri, Inc., and BFI Waste Systems of North America, Inc., in connection with bonds, proposals, or contracts.

To sign and seal all bid bonds and surety bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling, or disposal services by Allied Waste Industries, Inc. and its subsidiaries. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Weible, Cahill & Company, LLC shall lawfully do pursuant to this power of attorney and the procedural guidelines set forth to Weible, Cahill & Company, LLC, and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of the said attorney shall be binding on the undersigned.

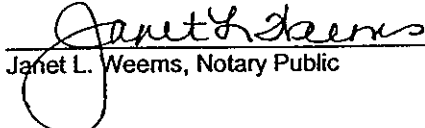
IN WITNESS WHEREOF this POWER OF ATTORNEY has been signed this 10th day of April, 2001, on behalf of Allied Waste Industries, Inc. by its Vice President, Legal, Mr. Steven M. Helm.

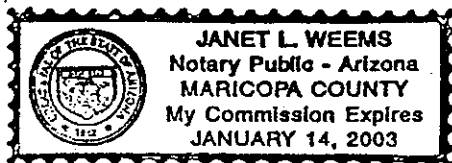
Allied Waste Industries, Inc.

By: 
Steven M. Helm

State of Arizona)
) ss.
County of Maricopa)

Subscribed and sworn before me this 10th day of April, 2001 by Steven M. Helm.


Janet L. Weems, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William P. Weible, Molly M. Moran, William Cahill, Kimberly Sawicki, Deborah Buss, Esther C. Jimenez, Amy E. Callahan,
Patricia J. Kenis, Phyllis Boyd, Kimberley K. Libers, Melissa Newman, Individually

of West Chicago, Illinois
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature
— In Unlimited Amounts —

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of September, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 26th day of September, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires June 5, 2004

Eileen T. Pachuta

Eileen T. Pachuta

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20th day of November, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: 2021047Date Received: Dec. 17, 2020

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Transfer and Disposal of Solid Waste Contract Number: 14732 Amendment Number: 1Requesting Department: Public Works Requesting Departmental Contact (Name & Number): Sharon Smith
615-862-8715Contractor's Business Name: Republic Services, LLC/formerly BFI Waste Services Name of
Contract Signatory: Jeremy JerniganContract Signatory Email Address: Jjernigan@republicservices.comAddress: 621 Hill Ave City: Nashville ST: TN Zip: 37210**Revision Accomplishes: Check all that apply**

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>6/30/27</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount unknown this was a long-term (20) year contract Previously Executed Amendment(s) Amount <u>0</u> Current Amendment Amount _____ Amendment % Increase per ton fee will increase approximately 5% from \$42.80 to \$45/ton in year one and remain at \$45/ton for year two. For the last 3 years of the contract extension and then revert to the contract amount of 2.5% increase annually. Proposed Revised Contract Amount approximately \$41,800,00.00	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 42142110, 42804520, 4280311 Fund #: 10101, 30501, 30501 Any Other Accounting Info:

Procurement will route in DocuSign for Signature

Department Requester SHARON SMITH

Sharon White
Requesting Department Director's Signature of Approval

12/17/2020
Date

A2021047

Dec. 17, 2020

2021047

CA #: _____

Dec. 17, 2020

Date Received: _____

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: *Michelle R. Hernandez Lane* **Date:** 12/18/2020 | 12:04 PM

An ordinance approving Amendment 1 to the contract between Republic Services, Inc. and the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, for transfer station facilities, operation of transfer station, waste transportation services and disposal service for solid waste, and extending the contract term as allowed in Section 9.02 through 2027.

Republic Services, Inc. formerly BFI Waste Services, LLC

Amendment 1 to the contract adjusts the fees and amends the contract

1. That Section 1.01 Certain Definitions be amended by removing BFI Waste Services, LLC and replacing with Republic Services, Inc.
2. That Section 1.01 Certain Definitions be amended by removing Allied Waste Industries, Inc from the definition of Guarantor and replacing with Republic Services, Inc.
3. That Section 1.01 Certain Definitions be amended by changing Rule 1200-1-11-.02(1)(c) from the definition of Hazardous Waste to 0400-12-1-.02(1)(c).
4. That Section 1.01 Certain Definitions be amended by deleting the definition of Legal Holiday in its entirety and replacing with the following:

Legal Holidays mean those Metro holidays which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays may be changed upon the determination of the Director upon thirty (30) days prior written notification to the contractor.
5. That Section 1.01 Certain Definitions be amended by deleting the definition of Long-Term Service Period in its entirety and replacing with the following:

Long Term Service Period means the period of service commencing on July 1, 2002.
6. That Section 1.01 Certain Definitions be amended by adding biosolids in the definition of Municipal Solid Waste after the word litter.
7. That Section 1.01 Certain Definitions be amended by adding Biosolids in the definition of Solid Waste after Yard Waste.
8. That Section 2.07 (d) be amended by adding and ten (10) years if required by FEMA for any disaster debris disposal after years.
9. That Article IV be amended by deleting \$6.00 per ton disposal charge and replaced with solid waste generator fees per Metro Code 10.20.360.
10. That Article IV be amended to add Section 4.06 Education Payments. Contractor shall contribute \$50,000 to Metro's waste reduction programs on July 1, 2022 and each July 1st thereafter for the duration of the renewal term.
11. That Section 9.06 Notices be amended to delete Public Works and Contractor's contact information and replace with:

Department: Metro Public Works
Address: 750 S. 5th Street
Nashville, TN 37206
Attention: Director of Public Works

Contractor: Republic Services, Inc.

Address: 621 Hill Ave.
Nashville, TN 37210

With a copy to:
Republic Services, Inc.
18500 No. Allied Way
Phoenix, AZ 85054

12. That Schedule 3 Legal Holidays be removed in its entirety

13. That Schedule 8 Form of Guaranty Agreement be removed in its entirety and replaced with:

GUARANTY

THIS GUARANTY is made and entered into as of _____, 20__, by _____, a(n) _____ (“Guarantor”), in favor of _____, a(n) _____ (the “Guaranteed Party”).

Recitals

A. _____, a(n) _____ (“Subsidiary”), and the Guaranteed Party are parties to that certain _____ Agreement, dated as of _____ (the “Agreement”).

B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary’s obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Guaranty.** Guarantor irrevocably and unconditionally guarantees to the Guaranteed Party the due and punctual performance of each obligation of Subsidiary contained in the Agreement in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreement when due in accordance with the terms of the Agreement, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreement, and shall in no way alter or expand any obligation owing under the Agreement or diminish any defense available to Subsidiary under the Agreement. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreement, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

- (a) any termination, amendment, modification or other change in the Agreement;
- (b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary’s obligations to conform or comply with any term of the Agreement;
- (c) any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the Agreement;
- (d) any dissolution of Guarantor or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings

with respect to Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(e) any merger or consolidation of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations into or with any person, or any sale, lease or transfer of any of the assets of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations to any other person; or

(f) any change in the ownership of the capital stock of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations or any change in the relationship between Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, or any termination of any such relationship.

2. Representations and Warranties. Guarantor represents and warrants to the Guaranteed Party that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3. Miscellaneous

(a) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of _____ without reference to the choice of law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts of the State of _____.

(b) No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Guaranteed Party and no other third party shall have any rights or remedies hereunder.

(c) Notices. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally; or (ii) sent by documented overnight delivery service, in each case, to the following:

18500 North Allied Way
Phoenix, AZ 85054
Attn: _____

or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Guaranteed Party.

(d) Binding Effect; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

(e) Headings. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

(f) Amendment; No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

By: _____
Name: _____

Its: _____

14. That Schedule 10 Per Ton Charge be removed in its entirety and replaced with

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component		Total Price/Ton
Year 1 – FY23	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 2 – FY24	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 3 – FY25	\$4.21	+	\$8.73	+	\$33.17	=	\$46.11
Year 4 – FY26	\$4.28	+	\$8.86	+	\$34.11	=	\$47.25
Year 5 – FY27	\$4.34	+	\$8.99	+	\$35.09	=	\$48.42

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component		Total Price per Ton		Adjustment Factor
Year 1	4.15	+	8.60	+	32.25		45.00	x	AF
Year 2	4.15	+	8.60	+	32.25		45.00		AF
Year 3	4.21	+	8.73	+	33.17		46.11		AF
Year 4	4.28	+	8.86	+	34.11		47.25		AF
Year 5	4.34	+	8.99	+	35.09		48.42		AF

Certificate of Completion

Envelope Id: 0C2B1722A45740B38CAB5427A8006743
 Subject: Contract Amendment Request Form for Public Works - A2021047 Republic Services
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 15
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Procurement Resource Group
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 prg@nashville.gov
 IP Address: 170.190.198.185

Record Tracking

Status: Original
 12/18/2020 10:28:43 AM

Holder: Procurement Resource Group
 prg@nashville.gov

Location: DocuSign

Signer Events

Judy Cantlon
 Judy.Cantlon@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Completed

Using IP Address: 170.190.198.185

Timestamp

Sent: 12/18/2020 10:33:39 AM
 Viewed: 12/18/2020 10:56:14 AM
 Signed: 12/18/2020 10:58:54 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2020 10:56:14 AM
 ID: d13d4fb0-ec99-4bd8-8580-81ecb1e1be72

Michelle A. Hernandez Lane
 michelle.lane@nashville.gov
 Chief Procurement Officer/Purchasing Agent
 Metro
 Security Level: Email, Account Authentication
 (None)

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Sent: 12/18/2020 10:58:55 AM
 Viewed: 12/18/2020 12:04:27 PM
 Signed: 12/18/2020 12:04:46 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sharon Smith
 sharon.smith@nashville.gov
 Security Level: Email, Account Authentication
 (None)

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Sent: 12/18/2020 12:04:47 PM
 Viewed: 12/18/2020 12:05:23 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sharon Wahlstrom
 Sharon.Wahlstrom@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/18/2020 12:04:47 PM
 Viewed: 12/18/2020 12:08:03 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 12/17/2020 6:21:14 PM ID: c0c59f4c-a73c-4a28-b978-871073baca02 Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:48 PM Resent: 12/18/2020 12:04:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2020 10:33:39 AM
Certified Delivered	Security Checked	12/18/2020 12:04:27 PM
Signing Complete	Security Checked	12/18/2020 12:04:46 PM
Completed	Security Checked	12/18/2020 12:04:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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Subject: URGENT! Metro Contract 14732 Amendment 1 with Republic Services (Public Works)	
Source Envelope:	
Document Pages: 177	Signatures: 12
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
1/13/2021 12:56:28 PM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
<p>Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>TLR</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/13/2021 1:10:18 PM Viewed: 1/13/2021 1:12:00 PM Signed: 1/13/2021 1:12:19 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>MLL</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/13/2021 1:12:22 PM Viewed: 1/13/2021 1:13:00 PM Signed: 1/13/2021 1:14:49 PM</p>
<p>Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/13/2021 1:20:08 PM ID: cf9b0f7c-bb85-4d75-9aa5-f8428e374fd9</p>	<p><i>SKW</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185</p>	<p>Sent: 1/13/2021 1:14:56 PM Viewed: 1/13/2021 1:20:08 PM Signed: 1/13/2021 1:27:33 PM</p>
<p>Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/13/2021 3:42:15 PM ID: a336fca8-eb77-4d06-adde-6ce7d55d8864</p>	<p><i>Ken Hartlage</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/13/2021 1:27:37 PM Resent: 1/13/2021 2:57:28 PM Viewed: 1/13/2021 3:42:15 PM Signed: 1/13/2021 3:42:29 PM</p>

Signer Events	Signature	Timestamp
<p>Jamey Amick jamick@republicservices.com AP Republic Services Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/20/2021 9:47:14 AM ID: 918a7b48-2b70-42ea-ab55-13aa175de11d</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 204.13.219.8</p>	<p>Sent: 1/13/2021 3:42:33 PM Resent: 1/20/2021 9:08:58 AM Viewed: 1/20/2021 9:47:14 AM Signed: 1/20/2021 4:14:00 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/20/2021 4:14:05 PM Viewed: 1/20/2021 4:14:47 PM Signed: 1/21/2021 9:13:02 AM</p>
<p>Shanna Whitelaw Shanna.Whitelaw@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 9:16:57 AM ID: 958a948f-96a1-4c03-be4d-72de36501b2e</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240</p>	<p>Sent: 1/21/2021 9:13:06 AM Viewed: 1/21/2021 9:16:57 AM Signed: 1/21/2021 9:20:47 AM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 9:33:46 AM ID: bb5ae6b5-940a-4aa0-b29e-eb46b5ee800a</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 9:20:51 AM Viewed: 1/21/2021 9:33:46 AM Signed: 1/21/2021 9:34:56 AM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 10:05:56 AM ID: 2747ce88-b87f-4e70-b874-c90ce6652dcd</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 9:35:03 AM Viewed: 1/21/2021 10:05:56 AM Signed: 1/21/2021 10:06:17 AM</p>
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 10:08:11 AM ID: 2747ce88-b87f-4e70-b874-c90ce6652dcd</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 10:06:21 AM Viewed: 1/21/2021 10:07:55 AM Signed: 1/21/2021 10:08:11 AM</p>

Signer Events	Signature	Timestamp
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Accepted: 1/21/2021 10:07:55 AM
ID: 0995cd1a-c514-41a3-a67d-d7305f82ca59

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication (None)

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/21/2021 10:08:15 AM
Viewed: 1/21/2021 11:06:50 AM
Signed: 1/21/2021 11:06:57 AM

Electronic Record and Signature Disclosure:

Accepted: 1/21/2021 11:06:50 AM
ID: f9f9bf6a-ae8a-4ec3-a5f2-c488422364c5

Tara Ladd
tara.ladd@nashville.gov
Assistant Metropolitan Attorney
Security Level: Email, Account Authentication (None)

Tara Ladd

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/21/2021 11:07:01 AM
Viewed: 1/21/2021 11:15:45 AM
Signed: 1/21/2021 11:16:05 AM

Electronic Record and Signature Disclosure:

Accepted: 1/21/2021 11:15:45 AM
ID: 18836167-8f1d-4deb-89e5-40b4029f47ba

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

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Accepted: 1/19/2021 2:20:57 PM
ID: 9a881e12-ce5d-4287-a767-192294c5ffa2

Tara Ladd
tara.ladd@nashville.gov
Assistant Metropolitan Attorney
Security Level: Email, Account Authentication (None)

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Sent: 1/21/2021 11:16:11 AM
Viewed: 1/21/2021 11:17:41 AM

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Accepted: 1/21/2021 11:15:45 AM
ID: 18836167-8f1d-4deb-89e5-40b4029f47ba

Carbon Copy Events	Status	Timestamp
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Kristin Wilson
Kristin.Wilson@Nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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John Cooper
Mayor@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Elizabeth Waites
Elizabeth.Waites@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jemery Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sharon Smith
sharon.smith@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/13/2021 1:10:18 PM
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Payment Events	Status	Timestamps
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6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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