

Waste Connections of Tennessee, Inc. ("Contractor") offers the following items to be incorporated in a contract and as exceptions to the Contract Documents and Specifications for Solid Waste Collection and Disposal Services ("RFP") issued by the City of Crossville, Tennessee (the "City"). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to Section 2.1 (Scope of Contract) of the Solid Waste Collection & Disposal Services General Exceptions of the RFP and requests the following revisions thereto:

"2.1. The City of Crossville is requesting Bids for the collection of Commercial Refuse and Residential Refuse generated by Residential and Municipal Facilities to be taken to a disposal site. All collection and disposal prices shall be consistent with all terms and conditions of this document."
- Contractor takes exception to Section 3.3 (Location of Containers and Bags for Collection) of the Solid Waste Collection & Disposal Services General Exceptions of the RFP and requests the following revisions thereto:

"3.3 Location of Containers and Bags for Collection. As requested by the Bid Form, all Residential collection shall be picked up at the curb. All special collections (i.e. loose leaf collection etc.) from Residential units shall be picked up at the curb. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadway (including alleys). Contractor shall be provided unobstructed access to the equipment on the scheduled collection days."
- Contractor takes exception to Section 4.01(b) (Municipal) of the Solid Waste Collection & Disposal Services General Exceptions of the RFP and requests that it be replaced in its entirety with the following provisions or replaced with other mutually agreeable revisions:

"(b) The Contractor may from time to time provide for the special collection of Dead Animals and Refuse at Municipal facilities at its sole discretion and upon such terms and conditions as Contractor shall specify."
- Contractor takes exception to the first sentence of Section 5.04(b) (Complaints) of the Solid Waste Collection & Disposal Services General Exceptions of the RFP and requests that it be replaced with the following sentence or replaced with other mutually agreeable revisions:

"(b) All complaints shall be resolved within twenty-four (24) hours or such reasonable amount of time to resolve the complaint."
- Contractor takes exception to Section 12.00 (Insurance) of the Solid Waste Collection & Disposal Services General Exceptions of the RFP and requests that the requirement for Excess Umbrella Liability be changed from \$10,000,000 each occurrence to \$5,000,000 each occurrence.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith

efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
3. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If the City shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the City written notice of such termination, which shall become effective upon receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control

including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.