

**CONTRACT FOR WATER SUPPLY AND SEWERAGE DISPOSAL
BETWEEN THE CITY OF SHREVEPORT, PRATT PAPER (LA), LLC,
PRATT RECYCLING (LA), LLC, AND BFI WASTE SERVICES, LLC**

THIS CONTRACT (this "Contract") is made and entered into this _____ day of _____, 2020, by and between the City of Shreveport, Louisiana, acting by and through its Mayor, Adrian Perkins, duly authorized (hereinafter referred to as "City"); Pratt Paper (LA), LLC, a Delaware limited liability company ("Pratt LA"), Pratt Recycling (LA), LLC, a Delaware limited liability company ("Recycling") (Pratt LA together with Recycling, hereinafter referred to as "Pratt"); and BFI Waste Services, LLC, a Delaware corporation ("BFI").

WITNESSETH:

WHEREAS, the City owns and operates a waterworks plant, water delivery system, and a sewerage collection system and treatment plant pursuant to Section 2.03, et seq. of its Charter which permits and allows the City to establish charges for the use of its water and sewerage systems;

WHEREAS, the City owns and operates a sanitary landfill and, in accordance with Section 74-54 of the Code of Ordinances for the City, permits and allows the City to set landfill fees;

WHEREAS, the City has a supply of water available for delivery to Pratt and is willing to sell and deliver such water to Pratt for its sole use at the price hereinafter set forth;

WHEREAS, the City agrees to accept sewerage from Pratt for disposal in accordance with all rules, regulations and ordinances, of the City and subject to the terms and conditions herein provided;

WHEREAS, Pratt LA operates a manufacturing plant and Recycling operates a recycling facility, both of which are situated in Caddo Parish, Louisiana, located outside of, but in close proximity to, the jurisdictional limits of the City of Shreveport;

WHEREAS, BFI in the business of hauling certain waste and is desirous of providing waste management services to Pratt, and Pratt is desirous of obtaining such waste management services from BFI;

WHEREAS, the City is authorized by the City of Shreveport Code of Ordinances Section 94-164.12 to enter into an agreement for the provisions of establishing Pratt as a Contract customer; and

WHEREAS, the City finds it to be in the interest of the public and in the interest of promoting economic development within the City to enter into such an agreement;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby

agree to be bound by the following terms of this Contract.

I. GENERAL CONDITIONS

A. Within the limits and subject to the provision of Chapter 94 of the City of Shreveport Code of Ordinances and this contract, the City shall sell and deliver, or cause to be delivered, to Pratt, and Pratt agrees to purchase from the City, a sufficient supply of water to fulfill all of the needs of Pratt's facilities located in Shreveport, Louisiana.

B. Water supplied by the City shall be for industrial purposes and other purposes appurtenant thereto and shall not be resold by Pratt. Furthermore, Pratt shall not permit any other user to connect to its private sanitary sewer main or private water main without prior written permission of the City, which permissions shall not be unreasonably conditioned, delayed or withheld.

C. Service under this Contract is subject to all lawful orders, rules, and regulations of duly constituted governmental authorities having jurisdiction over any or all of the City, Pratt and BFI.

D. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right and/or rights, or any other right it may have hereunder.

E. None of the remedies provided for under this Contract need be exhausted or exercised as a prerequisite to resort to further relief to which the party may then be entitled in the event of an emergency situation or an imminent threat to health or property.

F. The City shall notify Pratt in a timely manner of any proposed amendment(s) or modification(s) to the City's ordinance(s) that shall materially affect the terms and conditions of this Contract, and shall afford Pratt the opportunity to comment on such proposed amendment or modification prior to its enactment. In the event that the amendment(s) or modification(s) is enacted in a manner that Pratt considers to affect adversely the terms and conditions of this Contract, this Contract shall not, notwithstanding its remaining term, be deemed amended or modified by such enactment.

G. In the event Pratt should determine that reuse water is acceptable for utilization at its facilities, the parties shall negotiate in good faith to amend this Contract for the provision of such reuse water by the City to Pratt.

II. SEWERAGE SERVICE PROVISIONS

A. Within the limits and subject to the provision of Chapter 94 of the City of Shreveport Code of Ordinances and this contract, Pratt agrees to send all of its sewerage to the City for proper disposal at a cost stated herein. The point of discharge of sanitary and process wastewater from Pratt shall be at the point of delivery as mutually agreed upon.

B. Discharges by Pratt shall conform with limitations imposed by the City's National Pollutant Discharge Elimination System ("NPDES") permits, including pretreatment requirements, or other more stringent Ordinance limitations now in force or as imposed by the City after due notice and

opportunity for comment has been provided to Pratt by the City as indicated in Subsection (E) of Paragraph I, General Conditions of this Contract.

III. LANDFILL DISPOSAL PROVISIONS

A. Subject to paragraph III(B) below, Pratt agrees to utilize the City's Woolworth Road Landfill for its entire solid waste and industrial waste disposal acceptable to the City unless Pratt's waste streams are recycled and/or used for waste-to-energy generation, or otherwise being reprocessed or beneficially reused.

B. In the event of road closures that result in increases in hauling costs, Pratt, at its option, may either temporarily utilize an alternate landfill and/or request temporary discounted landfill rates. In the event the Woolworth Road Landfill is unable to accept Pratt's waste due to an Event of Force Majeure (as hereinafter defined), Pratt may temporarily utilize an alternate landfill during such Event of Force Majeure.

IV. CHARGES AND BILLING

A. The City agrees to charge Pratt for water and sewerage service at the prevailing inside-City industrial rates as outlined in Chapter 94 the City of Shreveport Code of Ordinances. These rates shall be retroactive to **FEBRUARY 1, 2019** and continue through **DECEMBER 31, 2028**. Any amounts previously paid by Pratt over such rates shall be refunded by the City to Pratt in a manner and at a time that is mutually agreeable to both parties.

B. The City will bill Pratt monthly for services provided hereunder. Payment shall be due within thirty (30) days of billing date. If the billed amount shall be disputed, Pratt shall promptly pay the portion of such bill not in dispute and interest shall not accrue on the disputed portion. The parties shall endeavor in good faith to resolve amicably any dispute between them for one hundred-eighty (180) days after one party formally notifies the other of the existence of a dispute. If the parties fail to resolve the dispute within the one hundred-eighty (180) day period, the parties may submit the matter to a court of competent jurisdiction for resolution. Once the disputed amount has been agreed upon by both parties, and/or adjudicated by court of competent jurisdiction, the disputed amount shall be paid in accordance with such agreement or adjudication.

C. Subject to the provisions of paragraph IV(E) below, Pratt hereby agrees to charge any City Recycling Contractor, and BFI, as City's current Recycling Contractor, hereby agrees to pay to Pratt, a tipping fee of twenty-five dollars and zero cents (\$25.00) per ton at Recycling's recycling center for certain items including, but not limited to, newspapers, corrugated boxes, magazines, office paper, telephone books, shopping catalogs, mail, aluminum cans, steel cans, plastic bottles, plastic milk jugs, and washing detergent bottles.

D. Subject to the provisions of paragraph IV(E) below, BFI hereby agrees to charge Pratt, and Pratt agrees to pay to BFI, landfill disposal fees for all normal waste and discarded sludge at a rate of nineteen dollars and zero cents (\$19.00) per ton.

E. The amounts set forth in paragraph IV(C) and IV(D) above shall be adjusted annually

in accordance with the rise or fall of the Consumer Price Index ("CPI"). The CPI adjustment date will be July 1 of each year during the term hereof and will equal the annual change in the CPI plus one percent (1%). The City shall provide written notification of the annual adjustment to Pratt and BFI at least 120 days prior to July 1 of each year.

V. PAYMENTS TO THE CITY

A. Pursuant to Section 26-211 of the City's Code of Ordinances, Pratt shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City prior to the Effective Date. Pratt further represents that it is not prohibited by City Code Section 26-211 from being eligible to award this Contract.

VI. MAINTENANCE OF FINANCIAL RECORDS AND AUDIT CLAUSE

A. ~~PrattContractor~~ shall maintain financial records pertaining to all matters relative to this ~~ContractAgreement~~ in accordance with ~~standardgenerally accepted~~ accounting principles and procedures. ~~PrattContractor~~ shall retain all of its records and supporting documentation applicable to this ~~ContractAgreement with the City~~ for a period of three (3) years, except ~~thatas follows~~:

- 1) Records that are subject to audit findings shall be retained ~~for~~ three (3) years after such findings have been resolved~~:-~~
- 2) All ~~such~~ records ~~relative to the Contractand supporting documents~~ shall be made available, upon request, for ~~inspection or audit by representatives of the City or its designated representatives.~~ ~~In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Agreement to be retained by City for the required period.; and~~
- 3) ~~If PrattContractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If Contractor or its records and books are not is not~~ located within Caddo or Bossier Parish, in the event of an audit, ~~PrattContractor~~ agrees to deliver the records or have the records delivered to City's designated representative at an address designated by ~~the~~ City within the City of Shreveport. If City's designated representative finds that the records delivered by ~~PrattContractor~~ are incomplete, ~~PrattContractor~~ agrees to pay City's representative's costs to travel to ~~PrattContractor's~~ office to audit or retrieve the complete records.

VII. TERM

A. Unless terminated in accordance ~~with Section -VIII or -IX of this ContractAgreement~~ or extended in accordance with this Section, the term of this ~~ContractAgreement~~ shall expire after a period of ten (10) years of collection, ~~which shall begin on the date of execution of the instant agreement (the "Contract Term").~~ The parties may, by written bi-lateral agreement, extend the term of this Contract

for one additional ten (10) year term.

B. Unless sooner terminated or extended as provided herein, this Contract shall automatically renew for successive periods of twelve (12) months (each, a “Renewal Term”) until a party hereto shall, not less than sixty (60) days’ before the expiration of the Initial Term hereof any Renewal Term hereof, as applicable, give written notice of such party’s election to discontinue the services to be provided by such party hereunder.

C. If at any time it is determined by the Shreveport City Council, by a majority vote, that the City does not have sufficient funds to meet its financial obligations under the terms of this Contract, including, but not limited to, providing the reduced rates provided for herein, this Contract may be terminated by the City, without penalties, by giving thirty (30) days’ notice to Pratt and BFI of such facts and the City’s intention to terminate its financial obligation(s). In such event, the City shall reimburse Pratt for all costs and expenses, including capital expenses, incurred by Pratt prior to such termination that were incurred by Pratt, or on Pratt’s behalf, with the intent of Pratt fulfilling its contractual obligations hereunder.

VIII. FORCE MAJEURE

A. The City Shall use due diligence in the operation and maintenance of its equipment and facilities so as to furnish Pratt continuous water and sewerage services consistent with the type of services specified herein, and Pratt shall use diligence to use services provided in such a way as not to interfere unreasonably with service to others dependent upon the City for such service.

B. Except as to a party’s payment of charges for services stated herein, no party hereto shall be liable for damages, breach of contract or otherwise by reason of failure, suspension, diminution, or other variance in services as a result of injunction, fire, strike, riot, explosions, flood, accident, curtailment, interruption, failure or depletion of the City’s water supply, failure or breakdown of equipment or facilities, acts of God or the public enemy, or other acts or conditions beyond the control of the respective party (each, an “Event of Force Majeure”). Furthermore, no party hereto shall be liable for damages resulting solely from interruption of service, when such interruptions are necessary to make repairs, changes or adjustments in equipment and facilities.

C. It is understood and agreed by the parties to the instant agreement that the settlement of strikes or lockouts shall be entirely within the discretion of the person affected, and notwithstanding the intent of the parties that any interruption in service shall be remedied with all reasonable dispatch, the settlement of strikes and lockouts shall not be required when such course is inadvisable in the reasonable discretion of the party affected thereby.

IX. ASSIGNABILITY

A. This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors.

B. No party hereto shall transfer, assign, or sublet this Contract, in whole or in part, without the prior written consent of each of the other parties hereto.

X. NOTICES

A. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing. Notices deposited with a nationally-recognized overnight courier service shall be deemed communicated as of two business days after deposit with such courier service.

If intended for the City, to:

City of Shreveport
Department of Water and Sewerage
Attn: Barbara Featherston, P.E., BCEE Director, Department of Water and Sewerage
505 Travis Street, Shreveport, LA 71101
Barbara.Featherston@shreveportla.gov

If intended for Pratt, to:

Pratt Paper (LA), LLC
Attn: Jeff Sullivan, General Manager
10429 Richard Pratt Drive, Shreveport, LA 71115
jsullivan@prattindustries.com

If intended for BFI, to:

Republic Services
Attn: Chris Bloxham, General Manager
6896 Bert Kouns Industrial Loop
Shreveport, LA 71129

With a copy to:

Republic Services
Attn: General Counsel
18500 N. Allied Way
Phoenix, AZ 85054

With copies of legal notices to Pratt, to:

Pratt Industries, Inc.
1800-C Sarasota Parkway
Conyers, GA 30013
Attn: Stephen Ward, Chief Financial Officer
sward@prattindustries.com

and

Pratt Industries, Inc.
3535 Piedmont Road
Building 14, Suite 440
Atlanta, GA 30305

Attn: Douglas R. Balyeat, Vice President and General Counsel
dbalyeat@legal.prattindustries.com

XI. INDEMNIFICATION

A. To the fullest extent permitted by law, the City shall indemnify Pratt and BFI from and against any and all claims, demands, actions, and judgments lodged, asserted or recovered by others, for loss, damages, or injury to person or property, including death, arising out of or in connection with any acts of the City, its agents, or employees, in carrying out its obligations hereunder, except to the extent resulting from the negligence of Pratt or BFI, or their respective agents or employees.

B. To the fullest extent permitted by law, Pratt shall indemnify the City and BFI from and against any and all claims, demands, actions, and judgments lodged, asserted or recovered by others, for loss, damages, or injury to person or property, including death, arising out of or in connection with any acts of Pratt, its agents or employees, in carrying out its obligations hereunder, except to the extent resulting from the negligence of the City or BFI, or their respective agents or employees.

C. To the fullest extent permitted by law, BFI shall indemnify the City and Pratt from and against any and all claims, demands, actions, and judgments lodged, asserted or recovered by others, for loss, damages, or injury to person or property, including death, arising out of or in connection with any acts of BFI, its agents or employees, in carrying out its obligations hereunder, except to the extent resulting from the negligence of the City or Pratt, or their respective agents or employees.

XII. INSURANCE

A. BFI agrees to purchase and maintain the following insurance coverages during the term of this Contract, including the Initial Term and any Renewal Term:

- 1) Workers' Compensation, in accordance with applicable law;
- 2) Employers Liability to a limit not less than One Million Dollars (\$1,000,000) per accident;
- 3) General Liability Insurance to a limit not less than One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
 - a) Name Pratt as additional insured in respect of liabilities arising out of activities of the BFI;
 - b) BFI's insurance as primary which does not contribute to and is not in excess of any insurance carried by Pratt which may respond to a covered event;
 - c) contractual liability coverage; and
 - d) 30 day notice of cancellation.

B. Any insurance deductible will be paid by BFI and is not a reimbursable expense under this Contract. BFI waives all rights of subrogation against Pratt for losses whether or not covered by insurance policies. Each policy will be maintained in effect for the duration of this Contract and any applicable warranty period. BFI must provide evidence satisfactory to Pratt that each policy has been purchased through an insurance company with a Best Rating of A- or better, and all the above provisions endorsed to the policy, prior to the admittance of BFI to a Pratt site. Such evidence will include a current certificate of insurance which references all provisions as listed in section XI(A) above.

XIII. DEFAULT

A. A party shall be in default of this Contract if such party fails to perform any of its material obligations under this Contract and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from a non-defaulting party (a "**Default Notice**"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "**Event of Default**".

B. Following an Event of Default, a non-defaulting party may immediately exercise one or more of the following non-exclusive remedies: (i) terminate this Contract; (ii) recover any amounts owed to the non-defaulting party by the defaulting party under this Contract; (iii) recover all costs and expenses incurred by such party to pursue any remedies hereunder, including, but not limited to, interest on the collection of any amounts due and owing under this Contract and reasonable attorneys' fees; (iv) declare, without further notice or demand, any amounts owed by the defaulting party to the non-defaulting party under this Contract immediately due and payable; and (v) pursue any other legal or equitable remedies the non-defaulting party may have under this Contract or applicable law. This section shall survive the termination of this Contract.

XIV. CHOICE OF LAW /JURISDICTION/ VENUE

A. This Contract will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions. For all claims arising out of or related to this Contract, the exclusive venue and jurisdiction shall lie in the First Judicial District Court, Caddo Parish, State of Louisiana or the United States District Court for the Western District of Louisiana. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

XV. SEVERABILITY

A. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision should be reformed, if possible, so that it is valid, legal, and enforceable to the maximum extent permitted by law or, if reformation is not possible, then the invalid, illegal, or unenforceable provision shall be fully severed and the remaining provisions of the Contract remain in full force and effect and shall be construed and enforced as if such invalid, illegal, or unenforceable provision was never a part of the Contract.

XVI. SURVIVAL OF CERTAIN PROVISIONS

A. All representations, limitations, waiver of consequential damages, and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, cost opinions and projections, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Contract and continue in full force and effect.

XVII. ENTIRE AGREEMENT

A. This Contract embodies the complete agreement of the parties, superseding all oral and/or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement executed on behalf of each of the parties hereto, attached hereto, and made a part of this Contract.

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[SIGNATURES ON FOLLOWING PAGE]

THUS DONE AND PASSED in the presence of the undersigned competent witnesses on this _____ day of _____, 2020.

WITNESSES:

Pratt Paper (LA), LLC

By: _____
Stephen Ward, CFO

Printed: _____

Printed: _____

**BFI Waste Services, LLC
D/B/A Republic Services of Shreveport**

By: _____
Chris Bloxham, General Manager

Printed: _____

Printed: _____

City of Shreveport

By: _____
Adrian Perkins, Mayor

Printed: _____

Printed: _____