Waste Disposal Agreement/30-Year Term: Mississippi Appellate Court Addresses Dispute Regarding Ability to Extend



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The Court of Appeals of Mississippi ("App. Ct.") addressed in a May 19th Opinion an issue arising under a Waste Disposal Agreement ("Agreement"). *See Waste Management of Mississippi, Inc., v. Chickasaw County, Mississippi, et al.*, 2026 WL 1393598.

The question addressed was whether the Agreement could be extended for an additional term.

Waste Management ("WM") and Chickasaw County ("CC") entered into an Agreement in 1992 in which WM would dispose of solid waste generated in CC at a landfill that the company operated. The Agreement was for a 30-year term and provided that the county could extend the Agreement:

… for the additional term of thirty (30) years or the remaining life of the Sanitary Landfill, whichever is less, to the extent such extension is consistent with Mississippi Law.

WM and CC disagreed as to whether CC could extend the Agreement.

WM argued that the Agreement could not be extended because Mississippi law limits such contracts to a maximum term of thirty years. Therefore, the company argued that an extension would not be consistent with Mississippi law. It further stated that a new public request for proposals and a new contract was necessary.

CC argued that the Agreement could be extended because it was executed during an alleged seven-month gap or pause in 1992 when the statutory thirty-year limit on waste disposal contracts allegedly was not in effect. The county filed an action in the Chickasaw County Circuit Court seeking declaratory judgment that it could exercise the option to extend. It further asks for injunctive relief requiring WM to continue to perform under the Agreement.

The Circuit Court held for CC and ordered WM to continue to perform under the terms of the Agreement.

The App. Ct. reversed the Circuit Court and held that the plain language of the Agreement and section 17-17-5 of the Mississippi Code did not authorize an extension. It held that amendments cited by CC did not amend, repeal, or suspend a 30-year limit on contracts for the disposal of solid waste. In other words, at all times relevant, section 17-17-5 limited such contracts to a thirty-year term.

The App. Ct. also rejected CC's argument that estoppel should apply to prevent WM from:

… walking away from its obligations pursuant to the contract it drafted after [WM] has derived the benefits therefrom.

CC further argued that WM agreed to and benefited from the contract's terms and therefore should not be allowed to avoid its obligation. In addition, it argued that even if the contract could be considered void, estoppel is nonetheless available to preclude WM from so wrongly depriving the people of CC from receiving their end of the bargain.

The App. Ct. stated that the Agreement was not void and WM was not seeking to avoid any of its obligations under the Agreement. It noted that the Agreement itself provides that the option to extend for an additional thirty-year term can be exercised only if and to the extent such extension is consistent with Mississippi law. The extension would not be consistent with Mississippi law, and therefore, it was deemed to not be a matter of a party seeking to avoid a contractual obligation.

A copy of the Opinion can be found here.