

Majeure does not include financial inability to perform an obligation required by this Order or a failure to achieve compliance applicable regulatory permits.

The Respondent shall notify the Division verbally within 48 hours (or no later than the beginning of the next business day if the expiration of the 48 hours occurs on a weekend or holiday) from the time the Respondent learns, or in the exercise of reasonable diligence should have learned, of any Force Majeure circumstances that may reasonably be expected to cause a schedule or performance delay. Within 10 days of such time, the Respondent shall submit to the Division a written notice of as to the anticipated length (if known) and cause of any delay due to Force Majeure. Failure to so notify the Division shall constitute a waiver of any claim to Force Majeure.

The Respondent and the Division agree to negotiate informally and in good faith to identify delays resulting from Forces Majeure. The Respondent shall comply with the Division's determination as to the appropriate time period to be excused by Force Majeure, which shall be communicated to the Respondent in writing. In the event that any circumstance or series of circumstances cause the schedule to extend over thirty (30) calendar days, the Respondent and the Division shall meet formally to assess the overall schedule impact and attempt to mitigate same. Any Force Majeure or Forces Majeure that cause the schedule to extend over sixty (60) consecutive days shall be noticed to the citizens of the City of Valdosta, Lowndes County, in a form to be determined by the Division.

If the Division determines that Force Majeure has occurred, the affected time for performance specified in this Order shall be extended for a period of time equal to the delay resulting from such Force Majeure. The Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.