

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

COMMISSIONER'S MANUAL December 2015

Prepared By:

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AMENDED AND RESTATED
LOUDON COUNTY SOLID WASTE DISPOSAL AGREEMENT

An Intergovernmental Agreement between the City of
Lenoir City, the County of Loudon, and the City of Loudon

THIS AGREEMENT, made and entered into effective the 1st
day of March, 1993, by and between the COUNTY OF LOUDON, THE CITY
OF LENOIR CITY, and THE CITY OF LOUDON, all political subdivisions
of the State of Tennessee;

WHEREAS, by an intergovernmental agreement, dated
September 12, 1983, the parties agreed to the procurement and
development of a permanent sanitary landfill site for Loudon
County; and

WHEREAS, under the agreement Loudon County assumed the
responsibility for the procurement of the site, issued capital
outlay notes in the sum of Two Hundred Fifty Thousand Dollars
(\$250,000.00), and by eminent domain, obtained the Hirsch-Powell
property on Old State Highway 72 near the Matlock Bend area for
the approximate amount of One Hundred Fifty-Three Thousand Dollars
(\$153,000.00); and

WHEREAS, during that time, the City of Loudon continued
to operate the jointly leased Poplar Springs landfill site
previously operated by joint agreement of the parties hereto, and
was responsible for the maintaining of the jointly owned assets
and the sanitary landfill funds that were derived from the
revenues from the operation of the leased landfill; and

WHEREAS, the Matlock Bend sanitary landfill site was
constructed and prepared, and at the time of the execution of the
subsequent June 1, 1987, agreement (which this agreement amends),
the Poplar Springs landfill had been closed and the new site was
in operation under the continuing daily operational responsibility
of the City of Loudon, as agreed to by the parties; and

WHEREAS, the Solid Waste Disposal Commission formed under
this original agreement, has been responsible for the operation
of the Matlock Bend Sanitary Landfill since that time, and in
recent years has had an operational agreement with Santek
Enterprises of Cleveland, Tennessee; and

WHEREAS, it appears that the cost of operating sanitary landfills, or other solid waste disposal methods, because of more stringent regulations, is going to increase in the future, and a joint operation is essential; and

WHEREAS, it now further has been agreed that the Loudon County Solid Waste Disposal Commission, is to be organized as a continuation of the previous Commission, but to comply with the new regulations and laws involving the Solid Waste Management Act of 1991 (T.C.A. 68-211-801 et seq.), wherein Loudon County has been approved as a Solid Waste Planning Region, for which the Loudon County Solid Waste Disposal Commission shall become the Board for the newly created Loudon County Solid Waste Region; and

WHEREAS, the Loudon County Solid Waste Disposal Commission has been responsible for the overall supervision of the landfill, the development of policy, and for all decisions about solid waste management disposal in Loudon County, and these responsibilities, along with the new authority and responsibility that devolves upon the Commission by virtue of the Solid Waste Management Act of 1991, shall continue except as otherwise properly limited by this Agreement; and

WHEREAS, basically the original Intergovernmental Agreement shall continue, but with some changes being desirable and necessary, it is agreed the new operational agreement is stated as follows:

W I T N E S S E T H

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Required Participation: That all parties hereto shall participate in the use of a joint landfill site, called the Loudon County Sanitary Landfill, on Old Highway 72, for all solid waste collected by the parties, which includes, at the least, all residential sanitary waste, and all commercial and industrial sanitary waste, controlled by the parties except for demolition waste and other waste not acceptable by law. However, where deemed appropriate, exemptions or exceptions may be made by the

Commission to the requirement that the landfill must be used by the parties to the Intergovernmental Agreement.

2. Establishment of Commission: There shall be seven (7) members of the Commission. Five (5) shall be appointed by the County Executive and approved by the County Commission, and one (1) member each shall be appointed by the Mayors of the Cities of Lenoir City and Loudon, and approved by the respective City Councils. Members of the Commission shall serve six (6) year terms. The three original slots (appointed by the two Mayors and the County Executive) shall each be for initial six (6) year terms (Panel A); two of the members appointed by the County Executive shall serve an initial four (4) year term (Panel B); and two of the members appointed by the County Executive shall serve an initial two (2) year term (Panel C), all terms to be effective March 1, 1993.

3. Assets of the Commission: All monetary and other capital assets resulting from the previous existing agreement and operation of the Poplar Springs landfill, and all assets accrued in the intervening time, shall continue under jurisdiction of the new Commission.

4. Purpose and Authority of the Commission: The Commission shall have the purpose, authority and responsibility for:

A. The overall supervision of the landfill to include the following:

(1). The establishing of policies for the operation and management of the landfill to include major capital expenditures.

(2). The raising or lowering of tip fees or other charges that might be assessed for the use of the landfill.

(3). The daily operation and management of the landfill will be done by the City of Loudon for a period of one (1) year from the date the new landfill is opened, at which time the arrangement will be reviewed and a decision made by the Solid Waste Disposal Commission as to the continuation of the operational agreement, or as to some other alternative management.

The current operation and management agreement shall remain in effect until such time as a new agreement is reached by the Solid Waste Disposal Commission as to a change.

(4). It is specifically agreed that the unbudgeted purchase of capital items, the expenditures of any major sums of money, and the obligation of the Commission to any contracts for more than one (1) year are policy decisions to be made by the Disposal Commission.

(5). The decision as to what organizations, businesses, and parties may utilize the landfill and any other disposal facilities operated by the Commission shall be under the jurisdiction and discretion of the Commission.

B. The periodic review, and study if necessary, of the solid waste disposal problems and needs of the County, and to make recommendations to the respective governing bodies of the parties to this agreement.

C. Assumes all authority and powers, and the responsibilities, which devolve upon a municipal solid waste region board (T.C.A. 68-211-801 et seq.) by virtue of State law and regulations.

5. Organizational Rules of the Commission: The Commission shall be authorized to adopt its own rules of organization and procedure except as otherwise required herein.

A. The Commission may set its own meeting days, times, and dates, although it is required to meet at least quarterly.

B. A quorum is the personal presence of at least four (4) members, and at least four (4) affirmative votes are required before any action can be adopted.

C. Special meetings may be called by the Chairman or by any two (2) of the parties by giving reasonable notice of the time and place of such meeting to all members.

D. Notice to the public of all meetings shall be given by a written notice delivered to the News-Herald.

E. Minutes shall be kept of all meetings of the Commission.

6. Monthly Reports: The operator of the landfill shall prepare and provide monthly reports to the other parties.

7. Annual Budget: The operator shall prepare a proposed annual budget for presentation to and approval of the Solid Waste Disposal Commission. The budget for the preceding year shall be a continuing document into the subsequent fiscal year until a new budget is adopted.

8. Audits and Records: There shall be an annual audit of the funds of the Commission.

9. Duration of Agreement: The duration of this agreement is indefinite or until otherwise agreed as to termination. Termination requires a unanimous vote. Any one party may withdraw at any time, but shall do so by forfeiting any rights as to the allocation of any assets that might remain.

10. Disposition of Assets: The disposition of assets shall be by agreement of the parties at the time of termination of this agreement, subject to ratification of the respective governing bodies.

11. This Agreement contains amendments from the original Intergovernmental Agreement, and the signatures below indicate approval by the parties to the agreement that this is the restated agreement that shall govern the activities of the parties in waste disposal matters in Loudon County.

IN WITNESS WHEREOF, the duly elected officers of the parties hereto, pursuant to approval from the respective governing bodies, have hereunto set their signatures of each political subdivision, the said agreement to be effective the day and date first above written.

CITY OF LENOIR CITY

COUNTY OF LOUDON

BY: Donald L. Lane

BY: Gary M. Miller

ATTEST:

ATTEST:

Harold E. Puryear
City Recorder

Philip H. Anderson
County Clerk

CITY OF LOUDON

ATTEST:

BY: Bernice L. Swiney

John H. Porter
City Recorder

Resolution 020408-A

FIRST AMENDMENT TO THE AMENDED AND RESTATED LOUDON COUNTY SOLID WASTE DISPOSAL AGREEMENT

THIS FIRST AMENDMENT to the AMENDED AND RESTATED LOUDON COUNTY SOLID WASTE DISPOSAL AGREEMENT, made and entered into effective as of June 30, 2007, by and among the COUNTY OF LOUDON, THE CITY OF LENOIR CITY, and THE CITY OF LOUDON, all political subdivisions of the State of Tennessee;

WHEREAS, by an intergovernmental agreement dated March 1, 1993 (the "1993 Intergovernmental Agreement"), the parties reorganized the Loudon County Solid Waste Disposal Commission as a continuation of the previous commission created by agreement among the parties on September 12, 1983, but to comply with the new regulations and laws involving the Solid Waste Management Act of 1991 (T.C.A. 68-211-801 et seq.); and

WHEREAS, Section 49 of the Comprehensive Governmental Ethics Reform Act of 2006, 2006 Public Chapter 1 (1st Ex. Sess.), (T.C.A. § 8-17-102(b)), requires local government entities that create a corporation or instrumentality by intergovernmental agreement to designate the ethical standards that govern the jointly created instrumentality by amendment to the agreement creating such joint instrumentality or a separate agreement; and

WHEREAS, on February 5, 2007 the County of Loudon adopted the model of ethical standards prepared by County Technical Assistance Service, and the City of Lenoir City and the City of Loudon each subsequently adopted the model of ethical standards prepared by Municipal Technical Assistance Service; and

WHEREAS, on June 12, 2007 the Loudon County Solid Waste Disposal Commission voluntarily adopted the same ethical standards adopted by Loudon County on February 5, 2007 until Loudon County, the City of Lenoir City and the City of Loudon could act to amend the 1993 Intergovernmental Agreement to comply with state law and has subsequently requested Loudon County, the City of Lenoir City and the City of Loudon to amend the 1993 Intergovernmental Agreement to designate the Code of Ethics for Loudon County as the official ethical standards for the Loudon County Solid Waste Disposal Commission.

WITNESSETH

NOW, THEREFORE, IT IS AGREED by and among the parties as follows:

1. Code of Ethics. That the Code of Ethics for Loudon County adopted by Resolution No. 020507-C on February 5, 2007 by the Loudon County Commission is hereby designated as the ethical standards for the Loudon County Solid Waste Disposal Commission and shall apply in the same manner as it applies to other instrumentalities of Loudon County.

2. Amendments. That any future amendments to the Code of Ethics for Loudon County that apply in general to all instrumentalities created by the Loudon County Commission

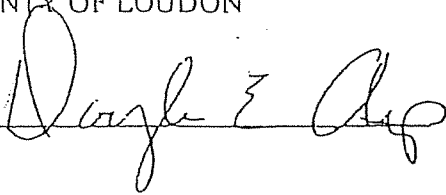
shall also apply automatically to the Loudon County Solid Waste Disposal Commission unless otherwise expressly provided by the terms of such amendments.

3. Effect. That this First Amendment shall not otherwise affect or alter the terms and provisions of the 1993 Intergovernmental Agreement, which are hereby reaffirmed by the parties to this First Amendment.

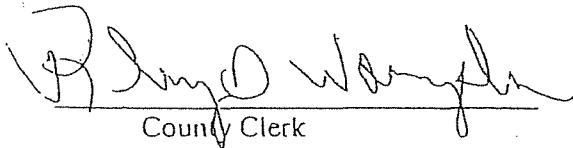
IN WITNESS WHEREOF, the duly elected officers of the parties hereto, pursuant to approval from their respective governing bodies, have hereunto set their signatures as officers of the respective political subdivision listed below, this First Amendment to be effective as of the date first above written.

COUNTY OF LOUDON

By:



ATTEST:

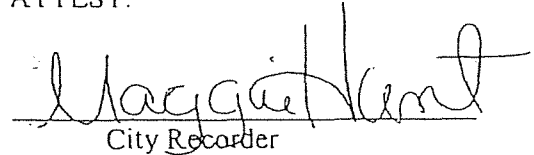

County Clerk

CITY OF LENOIR CITY

By:

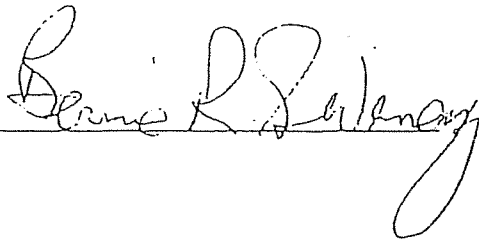


ATTEST:

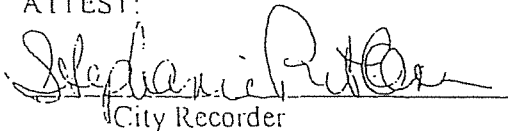

City Recorder

CITY OF LOUDON

By:



ATTEST:


City Recorder

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**BYLAWS OF THE
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION**

**ARTICLE I
LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION**

Section 1. NAME

The name of the Commission shall be the Loudon County Solid Waste Disposal Commission.

Section 2. AUTHORITY

The Commission and its authority are established by Loudon County, Lenoir City and the City of Loudon pursuant to an Amended and Restated Loudon County Solid Waste Disposal Agreement dated March 1, 1993 (the "Interlocal Government Agreement") entered into pursuant to the Interlocal Cooperation Act codified at T.C.A. § 12-9-101 et seq. and the Solid Waste Management Act codified at 68-211-801 et seq. These Bylaws are adopted pursuant to Section 5 of the Interlocal Government Agreement.

Section 3. PURPOSE OF THE COMMISSION

The Commission shall have the purposes described in Section 4 of the Interlocal Government Agreement, which shall include:

A. The overall supervision of the Matlock Bend Sanitary Landfill to include the following:

- (1) Establishing policies for the operation and management of the landfill to include major capital expenditures;
- (2). Raising and lowering of tipping fees and other charges assessed for the use of the landfill;
- (3). Daily operation and management of the landfill and the letting and supervision of all operational agreements for the landfill;
- (4). Making all policy decisions relative to purchasing unbudgeted capital items, expending major sums of money, and obligating the Commission to any contracts for more than one year; and
- (5). Making decisions as to what organizations, businesses, and parties may use the landfill and any other disposal facilities operated by the Commission.

B. The periodic review, and study if necessary, of the solid waste disposal problems and needs of Loudon County, and making recommendations to Loudon County, Lenoir City and the City of Loudon related thereto.

C. All responsibilities of a municipal solid waste region board by virtue of state law and applicable regulations.

ARTICLE II MEMBERSHIP

Section 1. MEMBERS OF THE COMMISSION

There shall be seven (7) members of the Commission, who shall be referred to as Commissioners. Five (5) members shall be appointed by the Loudon County Mayor and approved by the Loudon County Commission, and one (1) member shall be appointed by the

Mayors of the cities of Lenoir City and Loudon, and approved by the respective city councils of those cities.

Section 2. TERM OF MEMBERS

The three original Commission members (appointed by the two City Mayors and the County Mayor) shall each serve initial six (6) year terms (Panel A); two of the Commission members appointed by the County Mayor shall each serve initial four (4) year terms (Panel B); and two of the Commission members appointed by the County Mayor shall each serve initial two (2) year terms (Panel C); all initial terms to commence on March 1, 1993. After their respective initial terms, all Commission members shall each serve six (6) year terms and shall be appointed on a staggered basis according to the panel designated above. Commissioners shall continue to serve until their respective successors are appointed.

Section 3. VACANCIES

No vacancy on the Commission shall impair the right of a quorum to exercise all rights and perform all the duties of the Commission. A vacancy shall be filled by the appointing authority of the vacant Commission seat for the unexpired portion of the vacant term.

ARTICLE III
MEETINGS

Section 1. SCHEDULE

Until and unless otherwise established by action of the Commission, the Commission will hold its regular meetings on the second Tuesday of every month at the Loudon County Courthouse Annex located at 101 Mulberry Street in Loudon, Tennessee. The standard meeting time for the Commission shall be 6:30 p.m. Whenever the Commission wishes to change the

time of a regular meeting because of holiday, the anticipated lack of a quorum, or for any other reason, the Commission may by motion duly adopted at any meeting change the time of holding any subsequent regular meeting to any hour and any day that is stated in such motion. In such event, the changed meeting shall be noticed as if it were a special meeting pursuant to Article III, Section 2.

Section 2. SPECIAL MEETINGS

Special meetings may be called by the Chair or by any two (2) Commissioners by giving reasonable notice of the time and place of such meeting to all Commissioners. The notice must be in writing. No business other than that specifically mentioned in the notice for such meeting shall be transacted. The notice for a special meeting may be served by any Commissioner, by any authorized attorney, agent or employee under the direction of the Commission, or by any police officer or any person authorized to serve civil process issued by the courts of the State of Tennessee.

Section 3. NOTICE

Notice to the public of all meetings, including special meetings, shall be given by a written notice delivered to the News-Herald.

Section 4. QUORUM

A quorum is defined as the personal presence of at least four (4) members, and at least four (4) affirmative votes are required before any action can be adopted.

Section 5. RULES OF ORDER

Meetings shall be governed by Robert's Rules of Order.

Section 6. MINUTES

Adequate written minutes shall be kept recording the official acts and proceedings at all meetings of the Commission. Minutes shall be presented for approval or correction at a subsequent meeting and upon approval shall be signed by the Chair or Secretary and filed with the minutes of the Commission, which shall be kept permanently.

ARTICLE IV
OFFICERS

Section 1. OFFICERS, TERM AND ELECTION

The Commission shall elect a Chair, Vice-Chair and Secretary from its membership, who shall each serve for terms of two (2) years each. The Commission shall elect its officers in its first scheduled meeting after March 1st of each odd numbered year.

Section 2. DUTIES OF OFFICERS

A. Chair

The Chair shall have the general and active management of the Commission's business and shall exercise general supervision and direction over all of the affairs of the Commission. Unless another officer or person is designated to execute the instrument, the Chair shall execute on behalf of the Commission all documents, contracts, resolutions, etc., approved by the Commission at its official meetings. The Chair shall insure that a quorum is present at meetings before taking any official action. The Chair shall see that the open meeting law commonly referred to as the "Sunshine Law" is observed.

B. Vice-Chair

The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair.

C. Secretary

The Secretary shall be responsible for keeping the minutes of the Commission, shall attest to the authorized execution of any documents approved by the Commission and shall perform such other duties as may be required by the Commission.

Section 3. REMOVAL OF OFFICERS

All officers of the Commission shall serve at the pleasure of the Commission and may be removed at any time during their term by a two-thirds vote of the Commission.

**ARTICLE V
AMENDMENT OF BYLAWS**

An amendment to the Bylaws may be proposed at any regular meeting of the Commission, but shall not be voted on at the meeting at which proposed. At any subsequent regular meeting, the proposed amendment, as originally proposed or as amended, may be adopted by a two-thirds vote of the Commission. When a proposed amendment to the Bylaws receives the negative vote of a majority of the Commission, no further action can be taken on such proposed amendment at that meeting, although the same or a similar amendment may again be proposed at a later meeting.

Adopted: May 9, 2006

2007 POLICY
CODE OF ETHICS
LOUDON COUNTY, TENNESSEE

Section 1. Definitions.

(1) "County" means Loudon County, which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county school board, the county election commission, the county health department, and utility districts in the county.

(2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the county.

(3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

Section 2. Disclosure of personal interest in voting matters. An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, excuse himself or herself from voting on the measure.

Section 3. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the county clerk. In addition, the official or employee may, to the extent allowed by law, excuse himself or herself from the exercise of discretion in the matter.

ADOPTED BY LCSWDC ON 06/19/07

Section 4. Acceptance of gifts and other things of value. An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county:

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing county business.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of county government officials or by an umbrella or affiliate organization of such statewide association of county government officials.

Section 5. Ethics Complaints. A County Ethics Committee (the "Ethics Committee") consisting of five members shall be appointed to one-year terms by the County Mayor with confirmation by the county legislative body, to be appointed each year at the same time as internal committees of the county legislative body. At least three members of the committee shall be members of the county legislative body; one member shall be a constitutional county officer or, should no constitutional county officer be willing to accept appointment, an additional member of the county legislative body; and the remaining member may be either a member of a board, committee, commission, authority, corporation, or other instrumentality governed by this policy, or an additional member of the county legislative body. The Ethics Committee shall convene as soon as practicable after their appointment and elect a chair and a secretary. The records of the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the county clerk, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics or of any violation of state law governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be in writing and signed by the person making the complaint, and shall set forth in reasonable detail the facts upon which the complaint is based.

The County Ethics Committee shall investigate any credible complaint against an official or employee charging any violation of this Code of Ethics, or may undertake an investigation on its own initiative when it acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the Committee's judgment, constitutes a violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such member shall recuse himself or herself from all proceedings involving such complaint.

The Committee may:

(1) Refer the matter to the County Attorney for a legal opinion and/or recommendations for action;

(2) In the case of an official, refer the matter to the county legislative body for possible public censure if the county legislative body finds such action warranted;

(3) In the case of an employee, refer the matter to the official responsible for supervision of the employee for possible disciplinary action if the official finds discipline warranted;

(4) In a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution;

The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this Code of Ethics.

Section 6. Applicable State Laws. In addition to the ethical principles set out in this Code of Ethics, state laws also provide a framework for the ethical behavior of county officials and employees in the performance of their duties. Officials and employees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control. Following is a brief summary of selected state laws concerning ethics in county government. For the full text of these statutes, see the Tennessee Code Annotated (T.C.A.) sections indicated.

Campaign finance—T.C.A. Title 2, Chapter 10. Part One (campaign financial disclosure) requires candidates for public office to disclose contributions and contributors to their campaigns. Part Three (campaign contribution limits) limits the total amount of campaign contributions a candidate may receive from an individual and sets limits on the amount a candidate may receive in cash.

Conflict of interest—T.C.A. § 12-4-101 is the general conflict of interest statute that applies in all counties. It prohibits anyone who votes for, lets out, or in any manner supervises any work or contract from having a direct financial interest in that contract, purchase or work, and it requires disclosure of indirect financial interests by public acknowledgment.

Conflict of interest—T.C.A. § 49-6-2003 applies to the department of education in all counties and prohibits direct and indirect conflicts of interest in the sale of supplies for use in public schools.

Conflict of interest—T.C.A. § 5-1-125 applies in all counties and prohibits county officials and employees from purchasing surplus county property except where it is sold by public bid.

Conflict of interest—T.C.A. § 54-7-203 applies in all counties that are governed by the County Uniform Highway Law. It prohibits officials and employees in the highway department and members of the county legislative body from having any personal interest in purchases of supplies, materials, machinery, and equipment for the highway department.

Conflict of interest—T.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the purchasing commission, and all county officials from having any financial or other personal beneficial interest in any contract or purchase of goods or services for any department or agency of the county.

Conflict of interest—T.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits all county officials and employees from having any financial or other personal beneficial interest in the purchase of any supplies, materials or equipment for the county.

Conflict of interest—T.C.A. §§ 5-5-102 and 12-4-101 govern disclosures and abstentions from voting due to conflicts of interest of members of county legislative bodies.

Conflict of interest disclosure statements—T.C.A. § 8-50-501 and the following sections require candidates and appointees to local public offices to file a disclosure statement with the state ethics commission listing major sources of income, investments, lobbying activities, professional services provided, bankruptcies, certain loans, and other information, and to keep these statements up to date.

Gifts—T.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the purchasing commission, and all county officials from receiving anything of value, directly or indirectly, from anyone who may have or obtain a contract or purchase order with the county.

Gifts—T.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits the finance director, purchasing agent, and employees in those departments from accepting anything of value, directly or indirectly, from anyone who furnishes supplies, materials or equipment to the county.

Honoraria—T.C.A. § 2-10-116 prohibits elected officials from accepting an honorarium (including money or anything of value, but not including reimbursement for actual expenses) for an appearance, speech, or article in their official capacity.

Private use of public property—T.C.A. § 54-7-202 applies in counties that are governed by the County Uniform Highway Law. It prohibits the private use of equipment, rock, and other highway materials.

Court sales—T.C.A. § 39-16-405 prohibits judges, clerks of court, court officers, and employees of court, from bidding on or purchasing any property sold through the court for which such person discharges official duties.

Rules of the Supreme Court—Rule 10, Canon 5 (Code of Judicial Conduct) establishes ethical rules for judges and other court personnel when exercising judicial functions.

Fee statutes—T.C.A. §§ 8-21-101, 8-21-102, and 8-21-103 set out circumstances where fees are authorized, prohibit officials from requiring payment of fees in advance of performance of services except where specifically authorized, and set penalties for charging excessive or unauthorized fees.

Consulting fee prohibition for elected county officials—T.C.A. §§ 2-10-122 and 2-10-124 prohibit officials from receiving compensation for advising or assisting a person or entity in influencing county legislative or administrative action.

Crimes involving public officials—T.C.A. § 39-16-101 and the following sections prohibit bribery, soliciting unlawful compensation, and buying and selling in regard to offices.

Official misconduct—T.C.A. § 39-16-402 applies to public servants and candidates for office and prohibits unauthorized exercise of official power, acting in an official capacity exceeding the servant's power, refusal to perform a duty imposed by law, violating a law relating to the servant's office or employment, and receiving a benefit not provided by law.

Official oppression—T.C.A. § 39-16-403 prohibits abuse of power by a public servant.

Bribery for votes—T.C.A. §§ 2-19-121, 2-19-126, and 2-19-127 prohibit bribery of voters in elections.

Misuse of official information—T.C.A. § 39-16-404 prohibits a public servant from attaining a benefit or aiding another person in attaining a benefit from information which was obtained in an official capacity and is not available to the public.

Ouster law—T.C.A. § 8-47-101 sets out conduct that is punishable by ouster from office, including misconduct in office and neglect of duty.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Instructions: This form is for reporting personal interests required to be disclosed under Section 3 of the Code of Ethics of this county. Officials and employees are required to disclose personal interests in matters that affect or would lead a reasonable person to infer that it would affect the exercise of discretion of an official or employee.

1. Date of disclosure:

2. Name of official or employee:

3. Office and position:

4. Description of personal interest (describe below in detail):

Signature of official or employee

Witness Signature

Printed name of witness

4

ORIGINAL

SANITARY LANDFILL OPERATION AGREEMENT

BETWEEN

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

AND

SANTEK ENVIRONMENTAL, INC.

AS OF JULY 1, 2007

SANITARY LANDFILL OPERATION AGREEMENT

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SANITARY LANDFILL OPERATION AGREEMENT

THIS SANITARY LANDFILL OPERATION AGREEMENT (this "Agreement") is entered as of the 1st day of July, 2007 by and between LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION (the "Commission"), an entity created under the laws of the State of Tennessee and the entity having legal jurisdiction over the ownership and management of the Matlock Bend Landfill, and SANTEK ENVIRONMENTAL, INC., a corporation organized under the laws of the State of Tennessee ("Contractor").

RECITALS:

WHEREAS, the Commission was formed by an agreement entered into under the Interlocal Cooperation Act (T.C.A. § 12-9-101 *et seq.*) among Loudon County, Lenoir City and the City of Loudon to provide efficient operations of the Matlock Bend Class I Landfill. As part of the Commission's responsibility for overall supervision of the Matlock Bend Class I Landfill, the Commission is also given the authority to develop policy and to make all decisions about solid waste management disposal in Loudon County and is required to provide periodic review and study of the solid waste disposal problems and needs of Loudon County and its cities; and

WHEREAS, the Commission is empowered to perform solid waste management tasks within Loudon County, and in connection therewith, owns and operates a sanitary landfill known as the Matlock Bend Landfill, as more specifically defined hereinafter;

WHEREAS, the Commission desires and the Contractor is willing to manage the landfill for the Commission pursuant to the terms and conditions of this Agreement,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and the other mutual covenants between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

I. DEFINITIONS

1.1 Definitions. The following terms shall be defined in the following manner throughout this Agreement.

Agreement Year. A successive twelve-month period commencing for the first year on the Commencement Date and thereafter annually on the anniversary of the Commencement Date.

Area Governmental Users. Loudon County, the City of Lenoir City, and the City of Loudon, and which shall also be construed to include each of their related boards and agencies.

Closure. The taking of those actions to close a landfill that are necessary to meet the closure requirements of Tennessee Rule 1200-1-7-.04(8), or such subsequent regulation that replaces or supersedes such rule.

Commencement Date. October 1, 2007, or such other date as may be agreed to in writing between the parties.

County. Loudon County, Tennessee.

Demolition Waste. Non-Hazardous waste resulting from construction, remodeling, repair and demolition of structures and from road building. Demolition wastes include but are not limited to bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar, paving material.

EPA. The United States Environmental Protection Agency, which is the administrative agency for the United States of America that issues various environmental permits, including Solid Waste Permits, and oversees the enforcement of the environmental laws of the United States.

Environmental Laws. Any and all laws, statutes, regulations and judicial interpretations thereof of the United States and any state in which the Landfill is located, or of any other government or quasi-government authority having jurisdiction, that relate to the prevention, abatement or elimination of pollution and/or protection of the environment, including but not limited to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 *et seq.*, the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, the Clean Air Act ("CAA"), 42 U.S.C. § 7401 *et seq.*, the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300f *et seq.*, the Endangered Species Act ("ESA"), 16 U.S.C. § 1531 *et seq.*, and the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 *et seq.*, together with any state statutes or local ordinances or other requirements serving any similar or related purposes.

Garbage. Solid Waste that includes animal and vegetable matter from handling, preparation, cooking and serving foods, but does not include industrial waste from food-processing operations.

Hauler. Any individual, firm, entity or other person who transports or otherwise performs hauling services of Solid Waste to the Landfill.

Hazardous Waste. Any waste meeting the classification "Hazardous Waste" as defined in Tennessee Rule 1200-1-11-.02-(1)(c), or other subsequent regulation that replaces or supersedes such rule, and that is regulated pursuant to Tennessee Rule 1200-1-11-.03 through 12-1-11-.07.

Infectious Waste. Those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Landfill. The Matlock Bend Sanitary Landfill, which includes the landfill and approximately 151 acres of real estate, including the real estate within the legal boundaries of real property to be operated under the Landfill Permit, and as more particularly described in Exhibit "A" attached hereto, located off of Highway 72 in Loudon County, Tennessee.

Landfill Permit. The solid waste permit issued by TDEC, permit number SNL #53-103-0203, related to the Landfill, and any modifications, renewals, supplements, replacements or amendments of any of the foregoing.

Leachate. A liquid that has passed through or emerged from Solid Waste and contains soluble, suspended, or miscible materials removed from such waste.

Performance Security. Security for performance of all or a portion of the obligations of the Contractor under this Agreement, as the case may be. This security may be provided by either surety bond, an irrevocable letter of credit in form reasonably acceptable to the party receiving the security, or other manner acceptable to the party receiving the security. Such security instruments shall cover claims during the entire term of the Agreement. If the party providing the security gives a surety bond, the providing party shall be responsible for giving the party receiving the security satisfactory evidence that all such security is in full effect throughout the term of the obligations for which the security is being provided. Surety bonds will be accepted only from sureties on the current U.S. Treasury list of approved sureties as published in the U.S. Treasury Department Circular 570. Attorneys-in-fact who sign a surety bond must file with the bond a certified and dated copy of their power of attorney. A security bond may be in full force and effective initially for a one (1) year period, but it must be renewed annually thereafter upon written consent of the surety by issuance of a continuation certificate no later than ninety (90) days prior to the renewal date.

The Performance Security shall be in effect throughout the term of this Agreement and for a period of one (1) year thereafter. The provider of the Performance Security shall give the Commission at least ninety (90) days prior notice of the cancellation or non-renewal of the Performance Security. No claim against Performance Security shall be initiated after the first (1st) anniversary of the end of the term of this Agreement, and no suit, action or proceeding with respect to such a claim shall be brought on a surety bond after the surety bond expires or is terminated. Failure to renew a surety bond shall be an event of default under this Agreement. For the purposes of this Agreement, the Contractor has agreed in Section 12.6 hereof to provide Performance Security during the term of this Agreement.

To the extent any portion of the Work shall be construed to be a "public work" pursuant to T.C.A. § 12-4-201, the parties agree that the Performance Security shall apply towards the bonding requirements of T.C.A. § 12-4-201 et seq.

Post-Closure Care. The taking of those actions after Closure of a landfill or a landfill property, or portion thereof, that are necessary to meet the post-closure care requirements of Tennessee Rule 1200-1-7-.04(8), or such subsequent regulation that replaces or supersedes such rule.

Process Waste. Solid Waste or other waste which is generated by or produced by or results from an industrial or commercial operation or activity.

Refuse. All Non-hazardous Solid Waste originating at residences and commercial establishments, including industrial, institutional, commercial, municipal and medical sites, which is not Process Waste, including without limitation, wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, and institutions, including Garbage, paper, cardboard, wood, cans, glass, ashes and boxes, cuttings from trees, lawns and gardens. The term "Refuse" as used herein does not include Hazardous Waste or Infectious Waste, including, but not limited to acids, explosives, radioactive materials, toxic industrial wastes; nor shall it include any materials that are, or in the future may be, prohibited from dumping by the regulations of TDEC or the State of Tennessee, or by any other public agency, or by operation of law.

Roads.

Access Road - A paved all-weather road located outside the Landfill property, which terminates at the gate to the Landfill.

Haul Road - A paved or unpaved road in the Landfill which is provided to allow users of the Landfill to operate vehicles from the gate of the Landfill to the tipping area at the active face of the Landfill.

Service Road - All roads in the Landfill other than Haul Roads.

Solid Waste. Any Garbage, Refuse, including without limitation recyclable materials when they become discarded, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C. 1342) as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011). This term includes Special Waste and other materials approved by TDEC for disposal at the Landfill, but this term expressly excludes Hazardous Waste and Infectious Waste.

Solid Waste Laws. The Tennessee Solid Waste Disposal Act, T.C.A. §68-211-101, *et seq.* and the rules promulgated thereunder, both as may be amended from time to time.

Special Waste. Those wastes that include sludges, bulky wastes, pesticide wastes, non-infectious medical wastes, industrial wastes, hazardous wastes that are not subject to regulations under Tennessee Rules 1200-1-11-.03 through 1200-1-11-.07, liquid wastes, friable asbestos wastes, combustion wastes, and other solid wastes that are either difficult or dangerous to manage and require extraordinary management, including without limitation any waste (solid or otherwise) that have a density equal to or greater than 800 pounds per cubic yard. However, discarded automotive tires and dead animals shall not be included in this term. For purposes of this definition, industrial wastes means solid wastes produced in, or generated by, industrial or manufacturing processes, as provided in Tennessee Rule 1200-1-7-.01.

State Regulatory Agencies. The State of Tennessee agencies that have the responsibility of regulating the operation and maintenance of a sanitary landfill, including without limitation, TDEC.

TDEC. The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee, designated to oversee the environmental activities in Tennessee, which, among other duties, regulates the disposal of Solid Waste.

Unacceptable Waste. All Solid Waste which is Hazardous, Infectious or otherwise not included in Garbage, Refuse, and Demolition Waste or any waste excluded by the Landfill Permit.

Work. Contractor's work obligations, in conformance with the terms of Sections 3.1 and 3.2 hereof, during the term of this Agreement, which in general consist of the following:

- (a) Manage, operate and maintain the Landfill;
- (b) Design, construct and finance the operation of the Landfill;
- (c) Manage, construct and finance Closure and Post-Closure Care of the closed portions of the Landfill during the term of this Agreement;
- (d) Operate and maintain equipment as necessary to perform the Work;
- (e) Provide and train personnel as necessary to perform the Work;
- (f) Furnish all supplies, materials, and equipment necessary to perform the Work;
- (g) Pay the expenses of all utilities needed to perform the Work;
- (h) Conduct all billings and collection of revenue for the disposal of waste at the Landfill;

- (i) Undertake good faith efforts to develop markets for Solid Waste for disposal at the Landfill;
- (j) Maintain and renew or modify the Landfill permit, as required or necessary in order to perform the Work; and
- (k) Administrative activities to assist the Commission, such as reports and minutes of meetings, and such additional duties as more specifically prescribed herein.

II. WARRANTIES AND REPRESENTATIONS

2.1 Warranties and Representations of the Commission. Commission hereby warrants, represents and covenants that, as of the date of the execution of this Agreement:

- (a) The Commission owns the Landfill and is the Landfill Permit holder; and
- (b) Commission is duly authorized and empowered to enter into and fully perform this Agreement according to its terms; and
- (c) There is no known decree, judgment, or administrative order of any kind threatened or in existence enjoining or restraining the Commission from taking any action required under this Agreement; and
- (d) All of the Commission's representations and warranties contained in this Agreement and any written statements and exhibits prepared or supplied by the Commission in connection with this Agreement, are true and correct as of the date of the execution hereof.

2.2 Warranties and Representations of Contractor. Contractor hereby warrants, represents, and covenants that, as of the date of the execution of this Agreement:

- (a) All of the Contractor's representations and warranties contained in this Agreement and any written statements and exhibits prepared or supplied by the Contractor in connection with this Agreement, are true and correct as of the date of execution hereof, and
- (b) The Contractor is a duly authorized corporation organized under the laws of, and is authorized to do business in, the State of Tennessee and empowered to enter into and fully perform this Agreement according to its terms; and
- (c) Contractor has the requisite expertise and financial ability to fully, completely, and satisfactorily perform its obligations hereunder in full compliance with applicable law; and

- (d) To the best of its knowledge, the Contractor has disclosed to Commission its knowledge of all facts, information and data pertinent to its capacity to perform its duty and obligations under this Agreement.

III. SCOPE OF WORK

- 3.1 Intent. In order to assure viability for the Landfill, the parties hereto intend to develop markets for Solid Waste to increase the anticipated volume to be received at the Landfill. The Contractor shall perform all Work hereunder in compliance with all applicable federal, state, county, and municipal laws, ordinances and regulations. It shall be the financial responsibility of the Contractor to maintain any and all existing permits and/or licenses, and timely pay any and all fees required by said permits and/or licenses, and, utilize its reasonable efforts to obtain in the Commission's name any and all new permits and/or licenses and/or renewals or modifications of any existing permits and/or licenses as may be required in order to operate said Landfill as anticipated by this Agreement. Subject to the requirements of this Agreement, it is further intended that the Contractor shall have maximum flexibility in performing the landfill operations and other solid waste management operations contemplated by this Agreement, which includes, without limitation, performance of the Work, the ability to accept Solid Waste and other wastes allowed by TDEC and/or EPA, for disposal at the Landfill, and the discretion to make and implement at Contractor's expense design improvements and changes to enhance the capacity of the Landfill, including on-site vertical and horizontal expansions of the Landfill cells; provided, that any such activity that involves a material modification of the Landfill or the Landfill Permit will be subject to the Commission's review and approval per Section 4.1.
- 3.2 Contractor's Solid Waste Responsibilities. Except as otherwise set forth in this Agreement, Contractor agrees to conduct the Work in accordance with the Solid Waste Laws, and in accordance with applicable standards of care, and to receive, process, dispose of and otherwise handle Solid Waste, and to receive other wastes allowed by TDEC and/or EPA.
- 3.3 Commission's Responsibilities. Except as otherwise set forth in this Agreement, the Commission shall work in good faith with Contractor to facilitate Contractor's performance of its obligations hereunder, including without limitation the efforts to enhance the efficiency and capacity of the Landfill, and the intent of the parties. Subject to the Commission's reservations of rights set forth in this Agreement, including without limitation its right to operate a Demolition Waste landfill on the Landfill site pursuant to Subsection 5.5(b) of this Agreement, the Commission agrees that Contractor shall be entitled to use any and all facilities and resources on the Landfill and on any other properties and interests acquired to support the Landfill, in order for Contractor to perform its obligation hereunder. To fulfill such responsibilities, the Commission agrees to exercise, at Contractor's reasonable expense, any and all lawful means available to it, including without limitation, the obtaining of all necessary permits, licenses and approvals, or any

amendments, modifications or supplements to existing permits, licenses and approvals, and the causing of any and all needed utilities to be available for the operation and/or development of the Landfill. To fulfill such responsibilities, the Commission agrees to exercise any and all lawful means available to it, for the acquisition, at Contractor's reasonable expense, of additional interests in real estate, such as rights of ingress or egress, rights of way, easements, access to utilities, and soil for cover material. All interests purchased pursuant to this Section shall be titled to the Commission.

3.4 **Designated Representatives.** The Commission designates the Chair of the Commission as the initial Contract Administrator, who shall serve as the Commission's primary liaison with the Contractor. The Contract Administrator shall be required to devote only the time and effort to the administration of this Agreement that the Commission shall require. The Commission may from time to time permanently change the designated Contract Administrator by providing the Contractor thirty (30) days advanced written notice. The Commission may from time to time temporarily change the designated Contract Administrator by providing the Contractor three (3) days advanced written notice (identifying the temporary Contract Administrator and setting the beginning and end of the temporary period). After the end of any such temporary designation period, the previously designated permanent Contract Administrator shall return to the position. Contractor also shall from time to time designate in writing an individual (the "Liaison Representative") to serve as its primary liaison with the Contract Administrator. The Liaison Representative shall administer this Agreement on behalf of Contractor. Instructions and/or representations from the Contract Administrator and the Liaison Representative shall be deemed to be instructions and/or representations from the Commission and the Contractor, respectively. The Contract Administrator is authorized by the Commission to execute any and all documents relating to the day-to-day performance of Work under this Agreement, provided, that such authorization does not apply to (a) applications for modifications and/or amendments to the Landfill Permit, or (b) amendments of this Agreement, unless either such circumstance is specifically authorized by the Commission and documented in its minutes.

3.5 **Agreement Period.**

(a) This Agreement shall be effective upon execution by the parties hereto, the Contractor shall commence the Work on or before the Commencement Date, and the term of this Agreement shall be for a term of twenty (20) years commencing from the Commencement Date and shall provide Commission with two (2) one-year extension periods, each of which may be exercised by the Commission's written notice received by Contractor at least 120 days prior to the Agreement's termination date, or (if applicable) the extension period's termination date. Except as provided in Subsection (b) below, the Contractor shall be required to provide a minimum of two (2) years' cell capacity at the end of the Agreement's initial term based on the average tonnages received during the two (2) years immediately

preceding the Agreement's termination (but in no event less than 120,000 tons of capacity).

- (b) Notwithstanding any provision in this Agreement to the contrary, the Commission shall have a unilateral right after the first three (3) Agreement Years to terminate this Agreement in the event the tonnages received at the Landfill should fall below 5,000 tons per month, based on a rolling six month average using the most recent six months, or below 60,000 tons per any fiscal year of the Commission (either event hereafter being referred to as a "Early Termination Event"). In such event, for a period of 365 days immediately following the Early Termination Event, the Commission shall have the right in its sole discretion to terminate this Agreement by providing a written termination notice to the Contractor at least sixty (60) days prior to the date of termination; provided that such right to terminate shall require the prior written consent of the Contractor if during the Early Termination Event the Commission continues to receive the minimum Host Fee pursuant to Section 10.6 of this Agreement and the Contractor reasonably determines that the Landfill continues to be financially viable. Commission's decision or failure to terminate this Agreement in the event of an Early Termination Event shall not affect its right of termination for any later Early Termination Event. During any period in which the Commission shall be entitled to terminate this Agreement following an Early Termination Event, the Contractor shall not be required to construct new cells in the Landfill or otherwise expand the Landfill to extend its life beyond the possible early termination date of this Agreement, unless the Commission gives the Contractor a waiver of its early termination right for that respective Early Termination Event.
- (c) In the event that the Commission is dissolved, one or more of the Area Governmental Users withdraws from the Commission, or the Commission is otherwise rendered unable to fully perform under this Agreement, and one or more of the Area Governmental Users either fail to continue the Commission or do not fully and directly assume the obligations of the Commission and, in either event, honor the rights of the Contractor under this Agreement, the Contractor may terminate this Agreement early, upon sixty (60) days prior written notice to the Commission. Termination under this Subsection will not impair the Contractor's rights to enforce the terms of this Agreement or its rights hereunder.

IV. PERMITTING AND LICENSING

- 4.1 Permits. The Contractor shall be responsible, at its expense, for procuring, modifying and renewing all permits, orders and licenses required for the Landfill to be fully operational as of the Commencement Date. All permits, orders and licenses applicable to the Landfill shall be issued in the name of the Commission. The Contractor shall materially comply with the provisions of all such permits, orders and licenses. The Commission shall supply to the Contractor a copy of all

permits, orders and licenses and TDEC waste discharge requirements for the Landfill, including without limitation any and all documents, instruments and other writings concerning and/or related to the Commission's efforts to maintain and/or modify the Landfill Permit. The Commission agrees to cooperate with the Contractor in the review and approval of any proposed changes to the Landfill Permit or other modifications to the Landfill so long as the proposed change or modification does not materially adversely affect the Commission. Subject to the foregoing, the Commission agrees to support and assist the Contractor in obtaining any and all permits or permit amendments/modifications necessary hereunder. The Commission will timely cooperate with Contractor in the scheduling of and having appropriate representatives available for public hearings and meetings in connection with the approval of the modification of the Landfill Permit.

- 4.2 **Title to Landfills and Permits.** At all times hereunder, title to the Landfill and all applicable permits shall remain in the name of the Commission.

V. **OPERATION, ADMINISTRATION AND MAINTENANCE OF LANDFILL**

Except as otherwise provided herein, the Contractor shall, at its expense, conduct the Work, including, but not limited to, the specific items listed below:

- 5.1 **Required Reporting and Minutes.** The Contractor shall report monthly to the Commission on its operations and, unless otherwise excused by Commission, shall send an employee or representative familiar with Contractor's operations at the Landfill to attend all meetings of the Commission, including all regular meetings and any special called meetings and workshops. A monthly operations report shall be submitted to the Commission at its regular meetings, or by mail to the members of the Commission if no regular meeting is held for a particular month. The monthly operations report shall also be promptly mailed or delivered by the Contractor to each member of the Commission who is not in attendance at the meeting at which the report is presented. The monthly operations report shall include the following reports and information for the reporting period: (i) Tonnage Report showing the total amount of tons received and the source of such tonnage and respective fees charged therefore; (ii) Inspections Report detailing any inspection activity, findings and responses to any inspections conducted by regulatory authorities, including copies of any inspections reports issued by such authorities; (iii) Tire Report showing the tonnages of tires received; (iv) Engineering and Legal Report providing the estimated capacity of the active cells at the Landfill (which shall be based on an annual physical or aerial survey and estimated monthly during the interim based on the tonnages received) and any significant engineering or legal issues of concern relative to the operations of the Landfill that the Contractor becomes aware of during the reporting period including without limitation notice of any litigation filed during the period involving the Landfill or arising from its operations; (v) financial report showing the calculation of fees required to be paid under this Agreement to the Commission; and (vi) such additional information or reports as are required to

properly inform the Commission of the ongoing operations and management of the Landfill by Contractor under this Agreement.

Contractor shall also be responsible for preparing a set of draft minutes of all meetings of the Commission for submittal to the members of the Commission prior to its next regular meeting. The minutes shall be prepared in the form reasonably required by the Commission.

Each calendar year, the Contractor shall also timely prepare and submit for Commission approval, the Annual Solid Waste Report required to be filed with TDEC. The Contractor shall also be responsible for timely filing the report with the proper regulatory authority upon its approval by the Commission.

On or before February 1 of each year during the term of this Agreement, Contractor shall report to the Commission the compaction and density achieved and air space used during preceding calendar year, as well as the remaining air space capacity of the Landfill (only the permitted portion) as of the end of such fiscal year. Contractor may provide the same report it provides to TDEC in satisfaction of this requirement.

Contractor shall provide to the Commission or its designee a copy of all reports filed with TDEC with respect to the status of Contractor's operations and compliance with the Landfill Permit and other required permits and licenses, and maintain at the Landfill a copy of such reports as well as a copy of the Landfill Permit and any other required permits or licenses for operation of the Landfill.

Contractor shall report to the Contract Administrator any violations of the Landfill Permit or applicable law with respect to which it has received notice, and with respect to such violations occasioned by acts or omissions of Contractor, report all action taken or to be taken to correct such violations within seventy-two (72) hours after receipt of notice of violation. Contractor shall also furnish to the Contract Administrator all written reports and evaluations of the operation of the Landfill received by Contractor from TDEC or any other regulatory authority as a result of any inspection of the Landfill and the responses of Contractor.

- 5.2 **Hours of Operation.** Haulers and the public shall only deliver Solid Waste at the Landfill according to the hours set forth in this Section and the days and hours set forth by law and in all relevant permits. Subject to the foregoing, the Landfill will be open for business, at a minimum, Monday through Friday from 7:00 a.m. to 3:00 p.m., and on Saturdays between 7:00 a.m. to 12:00 noon, Eastern Time. The Landfill may be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall obtain prior written approval from the Contract Administrator if the Contractor temporarily reduces the operating hours below the above-stated minimum. The Contractor shall obtain prior written approval from the Commission if the Contractor permanently reduces the operating hours below the above-stated minimum. The Contractor shall be at the Landfill operating during scheduled

hours and such additional time as necessary to fulfill the requirements of the Agreement.

- 5.3 **Personnel and Customer Service.** The Contractor shall assign personnel to perform operations at the Landfill on such days and during such hours that Solid Waste is being delivered and disposed of on the premises, as may be reasonably required to assure a smooth and efficient operation. The Contractor shall employ for the Work only such superintendents, supervisors and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them, including the operation of equipment, and shall dismiss any person employed by the Contractor, who in performance of the Work, engages in misconduct, or is incompetent, dishonest, or neglectful in the proper performance of his or her duties, or who neglects or refuses to comply with or carry out the directions of the Contractor. Contractor's superintendents must: (a) Work at the Landfill full-time; (b) obtain and maintain all legally required certifications and comply with all other legal or regulatory requirements. The Contractor shall file with the Contract Administrator the names, addresses and telephone numbers of the Liaison Representative and any other authorized representatives of the Contractor who can be contacted at any time regarding the Contractor's Landfill operations. These authorized representatives must maintain offices within the County and be fully authorized and be equipped to respond to reasonable requests of the Contract Administrator. If the Contract Administrator finds it necessary to give directions to assure compliance with the provisions of this Agreement, the Contract Administrator shall give such directions in writing to the authorized representative of the Contractor.

Contractor shall provide its employees involved with the Work with adequate training to perform the job responsibilities assigned to them and to assure their safety in the performance of their work activity. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Such employees shall additionally bear some means of individual identification as a name tag or identification card. At no time shall a Contractor's employee in any way identify or represent him/herself as an employee of the Commission. Contractor shall also abide by all applicable federal, state and local laws and regulations pertaining to employment, employee selection, compensation, and such other matters as relate to the performance of the Work.

Contractor shall provide good customer service to its customers in accordance with generally accepted standards for the operation of a Landfill and treat all customers fairly and endeavor to respond to customer complaints in a timely and reasonable manner. Contractor shall post information at the Landfill about how to lodge a complaint. The Contractor shall notify the Commission monthly of complaints received at the Landfill.

- 5.4 **Landfill Monitoring.** During the term of this Agreement, Contractor shall establish, maintain, test and analyze all groundwater monitoring wells in conformance with the Landfill Permit and all other requirements or orders of

TDEC. Contractor shall be responsible for all regulatory compliance during this Agreement, such as monitoring well installations and maintenance thereof, whether related to an existing or new monitoring well station and whether required by the Landfill Permit or regulatory action. Notwithstanding the foregoing, except as may be provided by Subsection 12.3(a), in no event shall Contractor be responsible for the investigation and/or remediation under any federal, state or local law, including without limitation the federal and state "superfund," hazardous waste, air pollution or water pollution laws.

5.5 Leachate Collection; Methane and Salvage Rights.

- (a) The Contractor shall provide a passive landfill gas monitoring program for methane migration as required by applicable law. The Contractor shall maintain an on-site leachate collection system for the removal of leachate from the Landfill. The Contractor shall be responsible for the actions of removal, storage, handling, transportation, and disposal of leachate generated by the Landfill. The Commission shall use its reasonable efforts to assist Contractor in maintaining a cost effective means of leachate removal, storage, handling, transportation and disposal; provided, that the maintenance, replacement and improvement thereof shall be at Contractor's expense.

- (b) The Commission expressly retains all (i) rights to operate a Demolition Waste landfill on the Landfill site (in cell(s) separate from the sanitary landfill cells comprising the Landfill); (ii) salvage or recycling rights with respect to Solid Waste at the Landfill, and (iii) all methane gas rights and related beneficial use of such gas resulting from Landfill operations (collectively, the "Reserved Rights"); provided, that any exploitation of any such Reserved Rights by the Commission shall not (i) be performed in a manner that will unreasonably interfere with Contractor's Work; (ii) increase the costs of performance of Contractor's obligations under this Agreement without adequate compensation; or (iii) otherwise impede Contractor's ability to perform hereunder. The Contractor shall have no entitlement to the same and is prohibited from exploiting any such Reserved Rights without the prior written consent of the Commission; except to the extent necessary for Contractor to comply with applicable law. Contractor has a right of first refusal to participate in each and every Reserved Rights operations by the Commission on substantially similar terms to that being offered by the Commission to any other contractor or service provider; and, if such right of first refusal is exercised, the Contractor shall be entitled to be the exclusive provider of such services to the Commission. Except as may be mutually agreed to between the parties in a separate written agreement, the Contractor shall have no obligations to perform services or incur costs related to or arising from the Reserved Rights, and any such activities by or on behalf of the Commission shall not unreasonably interfere with Contractor's operations at the Landfill.

5.6 Use of Landfill and Facility Accessibility.

- (a) Subject to the terms of this Agreement, the Commission hereby grants to the Contractor the exclusive right of possession and control of the Landfill and all improvements thereon, and Contractor may utilize during the term of this Agreement at no charge, any and all of the natural resources of the Landfill property, including without limitation the rights to minerals, the rights to crops and timber, and all rights to and use of soils for cover; provided, that Contractor shall not commit waste. Contractor shall maintain buildings, structures, and all other facilities, including the entry gate, scale, fences and other barriers, and other structures and improvements reasonably required for the operation of the Landfill in accordance with the Landfill Permit or by TDEC. Contractor shall not be required to fence the Landfill but will maintain all existing fences in good condition. All permanent real property improvements to the Landfill made by the Contractor during the term of this Agreement shall remain on the property and become the property of the Commission after the term of this Agreement, except to the extent that such improvements must be removed to conduct Closure.
- (b) Upon written notice from the Contract Administrator, Contractor shall have the authority to and in its discretion may deny access to the entity or person designated in such notice, whether for non-payment of charges, attempts to deliver Unacceptable Waste, or any other valid reason. Contractor shall ensure that the Landfill is accessible during normal operation hours to Commission, state and federal officials for any purpose, including inspection, official tours or any other reasonable activity as determined by the Contract Administrator to be appropriate. The Contractor shall promptly notify the Contract Administrator of any inspections by EPA and/or State Regulatory Agencies.
- (c) The Contractor is responsible for taking commercially reasonable steps to provide 24-hour site security, 365-days a year, to avoid unauthorized site entry and or facility misuse; provided that the Contractor shall not be responsible for security breaches resulting from the Commission's use of the Landfill pursuant to its reservations of rights under this Agreement. The Contractor shall not allow scavenging or salvage operations at the Landfill unless (i) the person doing so has the approval of the Contractor, TDEC and the Commission, (ii) such operations do not impede the normal routine disposal operations, and (iii) such operations are conducted by personnel working under the immediate and direct control of Contractor.
- (d) The Commission, or its designated agent, shall have the right to inspect the Landfill during all operating hours and at such other times as may be deemed necessary to protect the interests of the Commission. This right to inspect and audit the Landfill includes, but is not limited to the inspection of loads, scales, monitoring records, and all other records Contractor is

required to maintain, including without limitation, injury and environmental incident reports and such other environmental or contractual compliance related records as the Commission deems necessary or as required by applicable regulatory authority. During groundwater or other monitoring, the Commission may have a representative present to inspect Contractor's procedures and to receive split samples for independent testing, at Commission's expense. In addition to the foregoing, the Commission shall have the right, on prior written notice to Contractor, to require Contractor to conduct such procedures and acquire such samples from permit monitoring points or other monitoring points required by regulatory authorities, including groundwater and gas monitoring wells, at such times and in such manner as it deems necessary, provided any such discretionary inspections (not required by the Landfill Permit or regulatory authorities) shall not interfere with Contractor's operations and shall be at the Commission's sole cost and expense. In order to insure that the Contractor meets or exceeds all contractual obligations under this Agreement, the Commission shall have the right to review and approve (which approval shall not be unreasonably withheld) all proposed design, construction and operational plans, permit applications or other documents that are submitted to regulatory authorities, including requests for modifications, addenda or other additions. Contractor shall promptly provide to the Commission all such information and supporting data requested for review.

- 5.7 **Litter, Dust and Noise Control; Open Burning.** The Contractor shall use all reasonable efforts to maintain and keep free of litter and other foreign material all areas within the Landfill and on all Access Roads within one-quarter mile of the gate to the Landfill. Contractor shall, in accordance with industry standards, be solely responsible for maintaining the Landfill in a clean, vector-free, and sanitary condition (normal wear and tear excepted). The Contractor shall furnish, maintain and use such dust control equipment as may be reasonably necessary to protect employees, the public and adjacent properties and to minimize the creation of dust at the Landfill. No open burning on the Landfill shall be permitted unless specific approval of the Contract Administrator has been received.
- 5.8 **Wind Screens (Temporary).** The Contractor shall furnish portable wind screens which Contractor shall use during periods of high wind to contain blowing waste, such as paper and other light debris. Suitable equipment and adequate personnel shall be provided to collect windblown waste, as needed, to keep the screens cleared of such waste and to relocate screens cleared of such waste.
- 5.9 **Placement and Compaction of Solid Waste.** Unless otherwise required by the State Regulatory Agencies and confirmed by the Contract Administrator, all Solid Waste delivered to the disposal area shall be placed, compacted, and covered daily by the Contractor in a manner to best achieve operating efficiencies and maximum obtainable densities, including utilizing such techniques as spoils disposal, relocation of roads and the sequencing of space utilization within each

major disposal cell. Contractor reserves the right to use synthetic or any other acceptable alternative daily cover, per TDEC regulations.

5.10 Demolition Waste. Demolition Waste may be placed in the sanitary fill area at the Landfill.

5.11 Unacceptable Waste Procedures. The Contractor shall exert all reasonable efforts to enforce applicable laws, regulations and orders regarding the unlawful disposal of Unacceptable Wastes at the Landfill, and to prevent deposits of Unacceptable Waste at the Landfill, and to prevent the burying of any Unacceptable Waste at the Landfill other than those permitted by TDEC and permitted by this Agreement. It is recognized that some Unacceptable Wastes, including Hazardous and Infectious Waste, may occasionally be unloaded at the Landfill by waste generators and Haulers. The Contractor shall train appropriate employees to recognize such Unacceptable Waste and shall use diligent efforts to observe the procedures set forth below:

- (a) The active operation of unloading, compacting and covering Solid Waste shall be suspended in the immediate vicinity of the identified Unacceptable Waste. Safety measures shall be instituted as necessary.
- (b) If the vehicle that transported the Unacceptable Waste can be identified and is still at the Landfill, the Contractor's employees shall record the license number and any other identifying signs or features of the vehicle and shall request the operator of the vehicle to remain at the Landfill, and shall immediately notify TDEC and the other agencies and officials as required by law. The Contractor's employees shall endeavor to get the operator of the vehicle that delivered the Unacceptable Waste to take appropriate actions to dispose properly of the Unacceptable Waste. Regardless of Contractor's success in having the offending party remove the Unacceptable Waste, Contractor shall make formal demand upon the responsible party that it remove the Unacceptable Waste or any portion remaining from the Landfill in accordance with procedures approved by TDEC.
- (c) If no responsible party can be identified or if a responsible party refuses to remove and properly dispose of Unacceptable Waste delivered to or deposited at the Landfill, the Contractor shall remove the Unacceptable Waste from the Landfill cells within forty-eight (48) hours of the discovery of such Unacceptable Waste, and thereafter promptly and properly dispose of the Unacceptable Waste at its costs with full right of recovery against the responsible party. The Commission hereby assigns to Contractor any and all of its cost recovery rights under CERCLA, 42 U.S.C. § 9601 *et seq.*, against such responsible party when Contractor removes and disposes of such Unacceptable Waste.

(d) The Contractor shall generate a written report on each discovery of Unacceptable Waste and notify the Contract Administrator by telephone as soon as possible and in any event within seventy-two (72) hours of discovery. The report shall include documentation of interviews with all of the Contractor's employees and others who witnessed the illegal dumping and/or discovered the Unacceptable Waste. The written report shall include descriptions of the suspected vehicle(s), operators of the vehicles, and other information. The report shall indicate the procedures taken by the Contractor to remedy the problem. The Contractor agrees to cooperate and make employees available for any investigation, civil litigation or criminal proceedings regarding the delivery of Unacceptable Waste.

5.12 Load Checking. Contractor shall operate a program of spot-checking loads of Solid Waste delivered to the Landfill in compliance with all applicable laws, regulations and ordinances.

5.13 Tire Disposal Program. Except as otherwise provided in this Section, the Contractor shall administer and operate on behalf of the Commission a tire collection and disposal program at the Landfill throughout the term of the Agreement. The tire collection and disposal program shall conform to all applicable laws and shall to the extent possible be administered and operated in such a manner as to allow Loudon County and/or the Commission to continue receiving grants from the State of Tennessee for such program. Any grants received by the Commission from the State of Tennessee during the term of this Agreement for periods of time when the Contractor is administering and operating the program for the Commission shall be promptly reported to the Contractor by the Commission, and Contractor shall be given a credit in an amount equal to the grant received by the Commission against any future host fees to be paid to the Commission by Contractor under this Agreement. The credit shall be applied to any host fees due the Commission by the Contractor for the month first following the Commission's receipt of the grant funds. The Commission neither warrants nor guarantees that any future grants are available from the State of Tennessee for such program or that Loudon County or the Commission shall be entitled to the same under the terms of this Agreement. Whether or not any such grants are available, and notwithstanding the amount of such grants in the future, Contractor shall continue to be responsible for administering and operating the tire disposal program in accordance with the remaining requirements of this Section. The Commission will cooperate with the Contractor and use reasonable efforts to apply for and obtain any available grants for such program. Notwithstanding the above stated requirements of this Section, the Commission reserves the right to terminate the Contractor's obligation to accept and dispose of tires that are delivered to the Landfill upon ninety (90) days written notice to Contractor. Such right of termination may be exercised from time to time throughout the term of this Agreement. In the event of any such termination, Contractor shall resume its tire acceptance and disposal services at the Landfill upon 120 days prior notice to the Contractor by the Commission. Such resumed services shall be commenced

by the Contractor without any startup charge, implementation fee or other expense to the Commission except for its right to a future credit against host fees as provided above.

- 5.14 Flow Limitations and Special Restrictions. Unless otherwise expressly permitted in writing by the Commission, the Contractor shall not be permitted to accept more than 800 tons of waste per day at the Landfill, as calculated on a daily average for any running thirty (30) day period. Contractor shall also be prohibited from accepting waste at the Landfill that is transported from a location that is outside a radius of 150 miles from the Landfill without the prior written approval of the Commission. Contractor is also prohibited from accepting sanitary sewage sludge at the Landfill, unless previously authorized by the Commission under terms and conditions prescribed by the Commission. Contractor shall provide such periodic reports as may be reasonably requested by the Commission to verify Contractor's compliance with these flow and waste restrictions.
- 5.15 Surface Drainage. All surface drainage at the Landfill shall comply at all times with all applicable regulatory requirements and all applicable permits. Due to the configuration of the side slopes, surface runoff flowing from above the working level must be directed around the perimeter of the area being filled. Unless otherwise required by applicable regulations or the Landfill Permit, the top of the working level shall be sloped toward either one or both side slopes at a minimum of two percent (2%) and not exceed five percent (5%).
- 5.16 Restriction of Certain Wastes. The Commission reserves the right to regulate or restrict any and all Special Waste disposed of at the Landfill that causes any abnormal or unusual smells or creates a public safety concern such that the continued disposal of such Special Waste would (a) result in obnoxious odors to the surrounding neighbors of the Landfill, (b) create adverse facility conditions that were outside of the Landfill's prior operating history, or (c) pose a public safety threat, all as reasonably determined by the Commission.

VI. ACCESS AND SAFETY

- 6.1 Haul Roads and Service Roads. It shall be the Contractor's responsibility to provide and maintain, at its expense, all Haul Roads and Service Roads within the Landfill required for the purposes of transporting Solid Waste to the actual point of disposal, or transporting earth materials for fill within the property, and such other roads within the Landfill as may be required for its convenience. Haul Roads shall be well maintained and shall provide safe all-weather access at all times.
- 6.2 Access Roads. As of the date of this Agreement, the Contractor acknowledges that access to the Landfill is adequate to perform its obligations under this Agreement. The Commission shall cooperate with the Contractor to maintain adequate Access Road(s) for ingress to and egress from the Landfill. The

Contractor shall not be responsible for the maintenance of public roads outside the Landfill property.

- 6.3 **Fire Protection.** The Contractor shall have the right to use and maintain existing water lines and/or water storage at the Landfill as may be required for fire fighting. Contractor shall be responsible for payment of utilities on the Landfill (if operating the same) incidental to operation. In the event of a fire, the Contractor shall immediately notify the local fire fighting agency, and shall diligently work to extinguish the fire.
- 6.4 **Access to Tipping Area.** The Contractor shall ensure that vehicles may have clear and safe access to the tipping areas at all times.
- 6.5 **Signs and Traffic.** The Contractor shall provide and maintain all existing and future signs displaying rules applicable to the Landfill in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of the vehicles using the Landfill and for safe and efficient traffic flow to and from the tipping areas.
- 6.6 **Gate Control.** Contractor shall provide a gate control program at the Landfill as required by applicable state regulations.

VII. **DEVELOPMENT OF LANDFILL FACILITY**

- 7.1 **Contractor's Responsibility.** The Contractor shall, at its cost, develop the Landfill in accordance with the Landfill Permit and shall obtain all licenses, permits and approvals necessary to construct and operate the Landfill on behalf of the Commission. The Landfill, as it is developed, will continue to be owned by the Commission and all permits for this facility shall be issued in the name of the Commission.
- 7.2 **Commission's Responsibility.** The Commission shall, as needed, and at Contractor's reasonable expense, assist the Contractor (a) in obtaining any and all permits, licenses and approvals necessary or advantageous to construct and operate the Landfill in accordance with the Landfill Permit, and (b) to acquire any property interests (e.g., soil and other cover material, rights-of-way, easements, rights of ingress and egress) necessary or advantageous to construct and operate the Landfill, and to dispose of Solid Waste at the Landfill. The Commission shall exercise any and all of its rights to provide such assistance to Contractor.
- 7.3 **Contractor's Rights.** Subject to Section 5.5(b) of this Agreement, the Contractor may design and construct the Landfill in its discretion using the property within the Landfill boundaries, as long as Contractor complies with all laws and the Landfill Permit. The Contractor may contract for and accept any and all Solid Waste for disposal at the Landfill as expanded; provided it complies with all laws, rules and regulations governing the Landfill and the terms of this Agreement.

- 7.4 **Compliance with Contracting Law for Improvements.** Prior to the commencement of any portion of the Work at the Landfill that constitutes a public work as contemplated by T.C.A. § 12-4-201, the Contractor shall provide the Commission with a payment bond for the payment of all labor and materials in the amount of one hundred percent (100%) of the contract amount for such work. The bond shall be issued in compliance with T.C.A. § 12-4-201 et seq. and in a form satisfactory to the Commission by a surety licensed to do business in the state of Tennessee. Bonds will be accepted only from sureties on the current U.S. Treasury list of approved sureties as published in the U.S. Treasury Department Circular 570. A valid Power of Attorney must be attached to the bond.

VIII. **CLOSURE OF LANDFILL**

- 8.1 **Final Cleanup.** Upon completion of this Agreement or Closure of the Landfill, the Contractor shall remove from, and dispose of, all surplus and discarded materials, rubbish, temporary structures, construction equipment and debris which may have accumulated at or upon the Landfill during the term of this Agreement.
- 8.2 **Closure/Post-Closure Care of Existing Landfill.** The Contractor shall be responsible for compliance and all costs associated with interim closure requirements under the Solid Waste Laws with respect to those cells receiving Solid Waste during the term of this Agreement. The Contractor shall be responsible for compliance with Post-Closure Care for all closed portions of the Landfill during the term of this Agreement. After the term of this Agreement, the Commission shall assume responsibility for Post-Closure Care. Notwithstanding the foregoing, except as may be provided by Subsection 12.3(a), in no event shall Contractor be responsible for the investigation and/or remediation under any federal, state or local law, including without limitation the federal and state "superfund," hazardous waste, air pollution or water pollution laws.
- 8.3 **Financial Assurances.** The Commission acknowledges that the bond/security requirements of the State of Tennessee for the Closure and Post-Closure Care of Phases I and II/IV of the Landfill are currently the responsibility of the Commission, which with the pledge of the County's share of state taxes, is in compliance with all current state requirements relating to Closure/Post-Closure Care security. The Commission will continue to meet such annual financial assurance obligations with the State during the term of this Agreement. Any increased bonding requirements related to the opening of new phases of the Landfill beyond Phase II/IV by the Contractor during the term of this Agreement resulting from a modification of the existing Landfill Permit shall be the responsibility of the Contractor.
- 8.4 **Early Termination of Agreement.** In the event that this Agreement is terminated during and/or prior to the end of the Landfill's operational life, the Commission shall immediately assume full responsibility for Closure and Post-Closure Care for the Landfill. Upon such termination, Contractor shall be relieved of any further responsibility for Closure of and Post-Closure Care for the

Landfill. If the early termination is exercised by the Contractor pursuant to Subsection 3.5(c) of this Agreement, then the Contractor shall conduct Closure on any portion of the Landfill that has accepted waste, unless the Commission provides written instructions to the Contractor to not conduct such activities within sixty (60) days of the termination of the Agreement.

IX. DEFAULT

- (a) In addition to any other right of termination provided for under this Agreement, if the Contractor:
 - (i) Violates any provision or condition of this Agreement;
 - (ii) Fails to begin the Work under this Agreement within the time specified therein;
 - (iii) Fails to perform the Work with sufficient workers and equipment or with sufficient materials to assure the prompt and proper execution of the Work;
 - (iv) Fails to perform the Work suitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;
 - (v) Discontinues the prosecution of Work;
 - (vi) Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
 - (vii) Fails to maintain the required contract performance security or to timely increase the amount of such security upon notice from the Commission;
 - (viii) Dissolves, becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
 - (ix) Makes an assignment for the benefit of creditor; or
 - (x) If any other cause whatsoever, fails to carry on the Work as required by this Agreement, the Commission will give notice to the Contractor as follows:
 - 1. A verbal notification from the Contract Administrator to the Contractor (documented by the Commission) that one or more of the above infractions have occurred; and
 - 2.. A written notification from the Commission stating the infraction(s), as were given in the verbal notification, and that if

such infractions cannot be corrected the Commission will proceed to take full power and authority from the Contractor for default of this Agreement. A copy of such notification shall be sent to the Contractor's surety.

- (b) The Contractor or its surety shall, within a period of ten (10) days after such notice, proceed to initiate cure of the noticed infractions in accordance therewith.
- (c) An "Event of Default" occurs when Contractor fails to materially perform any provisions of this Agreement including, but not limited to the items listed in clause (a) above, and Contractor fails to cure its default within forty-five (45) days after its receipt of the written notification by the Commission as provided in clause (a) above; provided, that if such default cannot be cured within forty-five (45) days, an Event of Default does not occur if the Contractor promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than one hundred-eighty (180) days after the Commission's written notice. Upon the occurrence of an Event of Default, the Commission shall have the right, in addition to any other rights and remedies as provided in Section (f) below, to terminate this Agreement by sixty (60) days written notice to Contractor, and in the alternative has the right, but not the obligation, to cure said event of default, at Contractor's expense.
- (d) In the event the Commission terminates this Agreement as provided in Section (c) of this Article IX, the Commission shall have the right to assume control over the operations on the Landfill, and all or a portion of the Performance Security shall be forfeited to the Commission to the extent of actual damages.
- (e) Contractor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the Commission, which, after forty-five (45) days following written notice from Contractor, has not been cured.
- (f) The rights and remedies of the parties provided in this Article IX shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Failure on the part of either party to exercise any right or remedy granted to it hereunder for previous default shall not constitute a waiver to exercise any right or remedy granted to it hereunder in the event of a subsequent default.

X. REVENUE COLLECTION & COMPENSATION

- 10.1 Revenue Collection; Billing. Subject to the Commission's Reserved Rights and the revenue related thereto, the Contractor will be responsible for and have the right of collection of all revenue, including tipping fees, for use of the Landfill. The Contractor will be responsible for the operation of the entry gate to the Landfill, scale house and computer in accordance with the permit and applicable law, collect cash at the Landfill, and for the billing and collecting of all revenue

for the disposal of waste at the Landfill under its control. The Contractor will be responsible for the payment of all state or federal fees and/or surcharges assessed on such waste.

The Contractor shall bill the Area Governmental Users on a monthly basis for service rendered within ten (10) calendar days following the end of the calendar month for which the services are provided, and the Area Governmental User shall pay the Contractor on or before the fifteenth (15th) calendar day of the next month without incurring any penalties or interest (e.g., an invoice for services rendered in March shall be issued by April 10th and shall be paid by May 15th). Such billing and payment shall be based on the rates permitted by this Agreement.

- 10.2 Service Fee.** Contractor shall receive all revenue, fees, charges, assessments or other income collected for activities conducted at the Landfill under its control, from and after the Commencement Date, as Contractor's fees for services rendered under this Agreement.
- 10.3 Tipping Fees and Other Charges.** The Contractor shall assess reasonable per ton tipping fees to all users of the Landfill during the term of this Agreement so as to adequately perform the Work. Such tipping fees shall comply with the requirements of this Section and shall include a general tipping fee, an Area Government Users tipping fee, and custom tipping fees for volume users and Special Wastes. The per ton general tipping fee shall reflect market conditions for the area and be charged to all users including the general public except for Area Governmental Users and those users who are charged a custom tipping fee as provided in this Section. For at least the initial two Agreement Years, the general tipping fee shall be \$28.00. Area Governmental Users shall be charged a discounted general tipping fee that for at least the initial two Agreement Years shall be \$19.85. Contractor may discount its general tipping fee to volume users or for Special Waste in accordance with area market conditions but shall report such discounts to the Commission each year. Once established, the general tipping fee and the Area Governmental Users tipping fee shall only be changed during the term of this Agreement in accordance with the changes in the cost of doing business, as measured by fluctuation in the Consumer Price Index (CPI), as further described hereinafter. The general tipping fee and the Area Governmental Users tipping fee shall each be adjusted as of each July 1 following the initial two Agreement Years, to reflect increases, if any, during the previous twelve (12) month period ending on each May 31, in the Consumer Price Index, all urban users, as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). Such adjusted rates shall each be established for the next twelve (12) months, based on the result of multiplying the then current rate for each by a fraction, the numerator of which shall be the Price Index ending on May 31 immediately preceding the July 1 for which the rates are to be adjusted, and the denominator of which shall be the Price Index ending on May 31 for the previous year:

current rate X Price Index for May 31 of current year
Price Index for May 31 of preceding year

In the event that the parties mutually agree in good faith that the Price Index ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing the Price Index, then the Price Index used herein shall be adjusted to the figure that would have resulted had no change occurred in the matter of computing the Price Index. In the event that an index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information thereto for use in determining this Agreement's Price Index shall be used in lieu of the consumer price index.

Subject to the other requirements of this Section, increases to the general tipping fee and the Area Governmental Users in excess of the Price Index, or adjustments to such fees at any time during the term of this Agreement other than that provided for above, may be authorized by the Commission only after the Contractor's filing of a petition for extraordinary relief with Commission containing such facts and information as the Commission may reasonably require to consider and decide whether such extraordinary relief is warranted under the circumstances. The Commission shall consider and decide all matters related to any such petition in its sole discretion and shall have no obligation to grant any relief under any circumstance; provided, that such decision by the Commission shall not otherwise affect the Contractor's rights under this Agreement. Notwithstanding the foregoing, Contractor may also obtain from the Contract Administrator approval of a tipping fee for any Special Wastes in excess of the general tipping fee at any time during the term of this Agreement other than that provided for above. Such increases for Special Waste may be authorized by the Contract Administrator only after the Contractor's provision of such facts and information as the Contract Administrator may reasonably require to consider and decide whether such extraordinary relief is warranted under the circumstances. The Contract Administrator shall consider and decide all matters related to any such Special Waste request in his or her sole discretion and shall have no obligation to grant any relief under any circumstance; provided, that such decision by the Contract Administrator shall not otherwise affect the Contractor's rights under this Agreement. Contractor shall report all such increases for Special Waste to the Commission each year at the time it reports its discounted tipping fees as required above.

The Commission agrees that any rate increases requested by Contractor in the event that federal, state, or local laws, rules, regulations or ordinances become effective after (or have been construed differently subsequent to) the Commencement Date, and such effect and/or interpretation results in a materially

adverse impact on the Contractor, shall be rate increases that are reasonably requested.

The Commission shall not impose, approve or advocate the imposition by the County or any local governments with the County of, any surcharge, fee, duty, tax or other charge upon the operation or management of the Landfill. In the event that such charges are imposed, in addition to any rights available to it under this Agreement or under applicable law, the Commission agrees that any rate increases requested by Contractor in response to such surcharge, fee, duty, tax, or other charge the Contractor shall be rate increases that are reasonably requested.

- 10.4 **Verification of Weights.** Quantities of Solid Waste delivered to the Landfill for processing, handling or disposal shall be measured by scale ton, based on weight slips for each load weighed. Such weight slips shall show the gross weight of the truck, including that of the Solid Waste, the tare weight of the truck and the net weight of the Solid Waste. Weight slips and minimum load slips obtained when the Solid Waste is received and weighed at the Landfill shall be used as the basis of payment. In the event the scales are inoperable, a vehicle or container will be charged based on the historical net weight in tons of such vehicle or container. Weigh-out may be optional if Contractor has a current tare weight on file for the vehicle or container.
- 10.5 **Payment Terms.** For all waste delivered by Haulers, Contractor shall negotiate acceptable payment terms, including appropriate deposits, with such Haulers.
- 10.6 **Host Fees.** The Contractor shall pay the Commission a per ton host fee for all Solid Waste disposed of at the Landfill during the term of this Agreement in an amount equal to three and three-quarters percent (3.75%) of the tipping fee received from the customer by Contractor, subject to the minimum fee provisions provided hereinafter in this Section. The host fee shall increase (or decrease) in dollar amount per ton as the tipping fee per ton increases (or decreases) during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement, beginning on the Commencement Date, Contractor shall guarantee the Commission a monthly host fee minimum of \$10,000 per month, which minimum fee shall be increased each July 1 the Contractor increases its tipping fees by the same Price Index percentage adjustment provided in Section 10.3 above. The Contractor shall be entitled to an offset against the monthly minimum host fee equal to the host fees paid to the Commission for that month. All host fees (including any amounts required to pay the minimum host fee amount) shall be paid to the Commission on or before the 20th day of the following month for which they are due. Notwithstanding the foregoing, the Contractor shall not pay a host fee for waste disposed of at the Landfill property pursuant to the Commission's Reserved Rights unless specifically provided for by a subsequent written agreement between the Commission and Contractor.
- 10.7 **Closure and Post-Closure Security Fees.** The Contractor shall pay the Commission a per ton closure and post-closure security fee for all Solid Waste

disposed of at the Landfill during the term of this Agreement in an amount equal to the greater of \$1.00 per ton or five percent (5%) of the tipping fee received from the customer by Contractor. The security fee shall be used by the Commission to establish and maintain adequate financial reserves for the payment of Closure and Post-Closure Care required at the Landfill. The payment of the security fee shall not relieve Contractor of any of its obligations for Closure and Post-Closure Care under this Agreement, and Contractor shall have no entitlement to the same. The Commission reserves the right to use excess reserves accumulated from said security fee, in such amounts as it shall determine, for any lawful purpose. Notwithstanding the foregoing, the Contractor shall not pay a closure and post-closure security fee for waste disposed of at the Landfill property pursuant to the Commission's Reserved Rights unless specifically provided for by a subsequent written agreement between the Commission and Contractor.

- 10.8 **Household Hazardous Waste Event.** Subject to funding from TDEC to fully cover the expenses of the hazardous waste contractor and the disposal costs of the hazardous wastes collected, once each calendar year, the Contractor shall also manage, organize and staff on behalf of the Commission the annual Household Hazardous Waste disposal day for Loudon County and shall provide such information and technical assistance at such event related to the Landfill's operation and procedures as directed by the Commission to the extent that TDEC funds permit. Each year, prior to the actual event and after TDEC funds have been committed, the Contractor shall submit a written organizational plan to the Commission for review and input that will detail how the Contractor proposes to organize, manage, publicize, staff and report the results of the event to the Commission.

XI. **NO ENCUMBRANCES**

- 11.1 **Sale or Encumbrance of the Landfill.** This Agreement and all the rights of Contractor hereunder shall run with the real property of the Landfill, and the Commission will not in any manner sell, alienate, mortgage or encumber the Landfill, unless such purchaser, transferee or lien holder takes such interest subject to all the terms and conditions of this Agreement, evidence of which shall be furnished in advance to the Contractor, in form and substance satisfactory to the Contractor; and any attempt to sell, alienate, mortgage or encumber the Landfill contrary to the provisions hereof shall not affect Contractor's rights under this Agreement.
- 11.2 **No Liens.** The Contractor agrees that it shall not cause or allow any liens, encumbrances, charges or assessments to be placed or levied upon the Landfill or any interest therein, and further agrees that, in the event of such occurrence, it will promptly and fully discharge the same.

XII. GENERAL PROVISIONS

- 12.1 Independent Contractor; No Partnership. The Contractor is, for all purposes arising out of this Agreement, an independent Contractor and shall not be deemed an employee, agent or manager of the Commission. It is expressly understood and agreed that the Contractor shall in no event as a result of this Agreement be entitled to any benefits to which the Commission employees are entitled, including, but not limited to, overtime, any retirement benefits, worker compensation benefits, any injury leave or other leave benefits. The provision of the Work under this Agreement or any service required hereunder shall not create a partnership or joint venture between the parties.
- 12.2 Assignment and Subcontracting; Notice of Other Actions. This Agreement or any portion thereof may not be assigned by the Contractor without the expressed prior written consent of the Commission, which consent may be granted or withheld on terms and conditions as reasonably determined by the Commission. In the event of an approved assignment, the assignee shall assume the liability of the Contractor and the Contractor shall remain liable thereunder unless otherwise released in writing by the Commission. For purposes of this Agreement, an assignment shall include both a voluntary transaction by the Contractor and a voluntary or involuntary transfer or assignment of this Agreement, whether direct or indirect, by operation of law or pursuant to any bankruptcy, insolvency, receivership or similar proceeding.

An assignment on this Agreement on its existing terms and conditions shall be considered reasonable if the proposed assignee is at least as qualified as Contractor to operate the Landfill and at least as financially viable as the Contractor, and in such event (and in any event where a proposed assignment is reasonable), the Commission shall not unreasonably withhold its consent, and the Commission's approval shall be given within forty-five (45) days of receipt of prior written notice of such assignment.

Contractor shall have the right to subcontract all or a substantial portion of any or all of the Work; provided, that any subcontract of a substantial portion of the Work shall be approved by the express written consent of the Commission, which approval shall not be unreasonably withheld and timely given. For purposes of this provision, substantial portion of the Work means the subcontracting of the obligations to manage and oversee the operation of the Landfill. The Contractor shall give its personal attention to the fulfillment of the Agreement and shall keep the Work under its control. All persons engaged in the Work shall be considered as employees of the Contractor, and Contractor shall be held responsible for a subcontractor's Work, which shall be subject to the provisions of the Agreement.

In addition to the forgoing provisions governing assignment and subcontracting, Contractor agrees to provide the Commission written notice of the following other actions: (a) any merger, consolidation or other change of business form of the Contractor (whether or not the Contractor is the surviving entity); or (b) the

transfer of 50% or more of the ownership or other beneficial interest in the Contractor or other transfer of the right to control the operations and business of the Contractor.

12.3 Hold Harmless Clause.

- (a) The Contractor agrees to indemnify and hold harmless the Commission, and its officers, agents, servants, and employees, from, against, and with respect to any and all third-party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incurred by or asserted against the Commission arising due to any negligence or intentional misconduct of the Contractor or any of its officers, agents, servants, employees in the performance of the Work at the Landfill, or the failure of the Contractor to comply with the Environmental Laws in performing the Work, except for those claims directly caused by the award of the Agreement or the negligence or intentional misconduct of the Commission, its officers, agents, servants, or employees.
- (b) The Commission agrees to indemnify, hold harmless and reimburse the Contractor, and its officers, agents, servants, and employees, from, against and for any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incurred by or asserted against the Contractor, arising due to any negligence or intentional misconduct of the Commission or any of its officers, agents, servants or employees or which is assessable against the Commission because of its ownership of the Landfill; but such indemnity shall specifically exclude without limitation those claims directly caused by the negligence or intentional misconduct of (i) the Contractor in the performance of Work at the Landfill or (ii) third parties using or accessing the Landfill during the term of this Agreement.
- (c) Notwithstanding any other term of this Agreement, claims that give rise to indemnity rights in favor of both the Commission and the Contractor under this Section 12.3 shall be apportioned between Contractor and Commission under a theory of comparative negligence.

- 12.4 Taxes, Assessments and Fees.** The Contractor shall be responsible for all taxes, fines, penalties and fees resulting from its performance of the Work, including without limitation all surcharges and other tipping fees required to be paid to the state or other government pursuant to T.C.A. § 68-211-835, as may be amended from time to time, or any other provision of law; provided, that the Commission shall be responsible for the payment of any such taxes, assessments, fines, penalties, permit and/or license fees or other fees that are imposed by the Commission or which are collected on behalf of the Commission and remitted to the Commission for its use. All such taxes, fines, penalties and fees shall be paid when due by the Contractor subject to Contractor's right of protest or appeal to the taxing or assessing authority for any such tax, fine, penalty or fee the

Contractor reasonably determines to have been unjustly levied or assessed against it. The Contractor shall have no responsibility for the payment of any taxes assessed for periods prior to the Commencement Date, nor shall Contractor be liable for any fines or penalties that are directly attributable to the actions or omissions of the Commission or its agents (other than Contractor) or actions or omissions that occurred prior to the Contractor's commencement of work (including both the Work under this Agreement and any work performed by it prior to the Commencement Date) at the Landfill.

12.5 **Insurance.** The Contractor shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown to protect the Commission, the Contract Administrator and the authorized agents and employees of all the above, from any damage claims, including exemplary or punitive damages, for damage such as bodily injury, death or property damage, which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor, a subcontractor, an agent of Contractor, or anyone employed by Contractor directly or indirectly. The Commission shall be named as an additional insured on all insurance policies providing coverage as to the Landfill site and all activities conducted thereon:

- (a) **Worker's Compensation Insurance.** The Contractor shall procure and maintain during the term of this Agreement Worker's Compensation Insurance for all of its employees to be engaged in the Work under this Agreement in accordance with statutory limits. In case any class of employees engaged in the Work under this Agreement is not protected under the Workers Compensation Statute, the Contractor shall provide employer's liability insurance for the protection of such of its employees as are not otherwise protected. Employer's Liability Insurance shall be a minimum of \$1,000,000 each occurrence.
- (b) **Contractor's General Liability Insurance.** The Contractor shall procure and maintain in full force and effect during the term of this Agreement and including completed operations and coverage for underground explosion or collapse, a Comprehensive Liability Policy on an occurrence basis. Comprehensive Liability Insurance shall be a yearly minimum of \$2,000,000 per occurrence and \$5,000,000 in the aggregate.
- (c) **Comprehensive Automobile Liability Insurance.** The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing Property Damage Liability on an accident basis. The policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicle shall be owned by the Contractor, owned by others, or hired. Limits of Liability for Comprehensive Automobile Liability Insurance shall be \$ 1,000,000 per occurrence combined single limit.

- (d) Professional Error and Omissions. The Contractor agrees to maintain professional liability coverage in the minimum amount of \$1,000,000.
- (e) Environmental Liability Insurance. The Contractor shall procure and maintain in full force and effect during the term of this Agreement Environmental Liability Insurance in the amount of \$1,000,000 per occurrence.
- (f) Excess Umbrella Liability. The Contractor shall procure and maintain in full force and effect during the term of this Agreement Excess Umbrella Liability in the amount of \$5,000,000 per occurrence.
- (g) Certificate(s) of Insurance. Before commencement of the Work, the Contractor agrees to furnish the Commission certificate(s) of insurance or other evidence satisfactory to the Commission to the effect that such insurance has been procured and is in force. The certificate(s) shall contain the following expressed obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder (including all named additional insureds).”

- (h) Other Requirements. The foregoing insurance policies shall be carried with responsible insurance companies authorized to transact business in the State of Tennessee and reasonably acceptable to the Commission, and (with the exception of worker’s compensation coverage) shall name the Commission and its commissioners, officers, agents and employees as an additional insureds.

12.6 Performance Security. The Contractor shall provide to the Commission at Contractor’s expense Performance Security, and maintain it during the entire term of the Agreement and for a period of one year after the termination of this Agreement. The amount of Performance Security on the Commencement Date shall be \$1,000,000; provided that the Commission reserves the right after the first two (2) Agreement Years to increase the amount of the Performance Security throughout the term of this Agreement upon one hundred-eighty (180) days prior written notice to the Contractor to an amount that reflects the estimated annual expense of Contractor for the operating services to be provided under this Agreement for that Agreement Year. The Performance Security shall remain in effect to fully indemnify and save harmless the Commission from all costs and damages, which the Commission may suffer by reason of an act or omission of Contractor in its performance under this Agreement.

12.7 Cooperation; Non-Compete.

- (a) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or is necessary by the terms of this Agreement or to the effective and successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied, or delayed. The Commission will support the efforts of the Contractor in obtaining any additional permit modifications and approvals and will cooperate with Contractor in the scheduling of and having appropriate representatives available for public hearings and meetings. Subject to (i) the Reserved Rights (ii) the Commission's right to establish a Demolition Waste landfill off the Landfill property, and (iii) its obligations under the Solid Waste laws to reduce generation of Solid Waste, the Commission agrees that it shall not take any action or omission that would unreasonably impair or interfere with the performance of the Contractor's obligations under this Agreement or the benefits and rights of the Contractor hereunder, including without limitation the creation, operation, or encouragement of a competing solid waste landfill or alternative technologies or processes for waste disposal or treatment in the County or within any solid waste region that includes the Commission, or the assignment of this Agreement to any party other the Commission, or the sale, transfer or unreasonable encumbrance of its interest in the Landfill. The Contractor recognizes the Commission's responsibility to encourage recycling and source reduction of all solid waste generated within Loudon County. This recycling and source reduction is mandated by EPA and encouraged by TDEC, and the Commission's duty to carry out such activity shall not be construed as interference in the Contractor's rights or obligations granted in this Agreement. The Commission agrees that it shall not impose (or approve or advocate that the County or any other local government impose) any fee, surcharge, duty, tax or other charge of any nature against the Contractor, the Landfill, and/or the Landfill Permit, which is payable from revenues generated under this Agreement, the operations conducted by the Contractor, and/or the operation of the Landfill.
- (b) The parties to this Agreement agree that they will cooperate with each other in all matters that are reasonable necessary or desirable to facilitate the performance of their respective obligations under this Agreement with a minimum of expense, trouble and interference with service; and each party agrees to comply with the reasonable requests of the other party in connection therewith.

12.8 Audit and Inspection of Records. Contractor shall permit any duly authorized representative of the Commission, upon receipt of advance written notice, to examine during normal business hours and on a nondisruptive basis any and all records as is reasonably necessary to ensure Contractor's compliance with this Agreement, including without limitation Contractor's financial and accounting

records and those records required to be maintained under this Section. Such notice shall specifically reference the subsection of this Agreement that is under review so that the Contractor may organize the necessary books and records for easy access by the Commission. The Contractor shall not be required to maintain any books and records for contract compliance purposes longer than three (3) years after the calendar year for which the record pertains. The Commission agrees to treat as confidential any books or records that constitute proprietary or confidential information to the extent Contractor makes the Commission aware of such confidentiality, but only to the extent the Commission or its representatives may do so under law. If the Commission believes it must release any such confidential books or records in the course of enforcing this Agreement, or for any other reason, it shall advise Contractor in advance so that Contractor may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Commission agrees that, to the extent permitted by state and federal law, it shall deny access to any of Contractor's books and records marked confidential, as set forth above, to any person requesting or attempting to review the same that is not acting as Commission's representative.

- 12.9 **Control of the Work.** The Contractor shall not be assessed with damages for delay in performance of Contractor's obligations hereunder where such delay is caused by the Commission's failure to perform its obligations under this Agreement.
- 12.10 **Force Majeure.** Notwithstanding the foregoing, either party shall not be assessed with damages during any delay in the performance of its respective obligations hereunder, except for the payment of money, caused by events beyond the reasonable control of such party, including without limitation: acts of God, war, riot, explosion, sabotage fires caused by an unrelated third party, floods, earthquakes, epidemics and quarantine restrictions, labor strikes, suppliers' or vendors' strikes, freight embargoes and severe weather conditions, legislative action, regulatory action or inaction, provided that such events are not the result of such party's material fault or negligence. At the date of such delay or hindrance, the party excused from performance shall provide notice to the other party of the reason for such delay or hindrance. During such force majeure, performance shall be excused for the period of the delay and the period for the performance shall be extended for a period equivalent to the period of delay.
- 12.11 **Compliance with Laws.** Contractor agrees to comply with all laws and regulations federal, state and local laws and regulations now in force and which may hereafter be in force during the term of this Agreement, including compliance with all applicable permits, licenses, testing, reporting and inspections, or regulations as amended.
- 12.12 **OSHA.** To the extent applicable, Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Agreement Work

Hours and Safety Standard Act (PL-9154) and under corresponding Tennessee statutes and regulations.

12.13 **Discrimination.** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

12.14 **Notices.** All notices or other communications required or permitted hereunder shall be sent by telecopier, facsimile, certified mail or by express mail, addressed as follows or to such other addresses as may be designated from time to time:

Contractor: Santek Environmental, Inc.
650 25th Street, NW, Suite 100
Cleveland, TN 37311
Attn: President
Fax: (423) 303-7150

With copy to: Bass, Berry & Sims PLC
315 Deaderick Street, Ste. 2700
Nashville, TN 37238-3001
Attn: G. Scott Thomas
Fax: (615) 742-6243

Commission: Loudon County Solid Waste Disposal Commission
100 River Road, Box 100
Loudon, Tennessee 37774
Attn: Chair

With copy to: Kennerly, Montgomery & Finley, P.C.
550 Main Street, 4th Floor
Knoxville, Tennessee 37902
Attn: C. Coulter "Bud" Gilbert
Fax: (865) 524-1773

12.15 **Affirmative Action and Equal Employment Opportunity.** Contractor shall comply with all affirmative action and equal employment opportunity requirements as set forth herein or as required by applicable laws, rules or regulations.

12.16 **Drug Testing.** Contractor shall adopt appropriate drug testing procedures for employees at the Landfill and shall administer drug testing in compliance with such procedures.

12.17 **Time is the Essence/Survival or Terms.** Time is of the essence in this Agreement and in each of its provisions. The provisions of this Agreement regarding any indemnity or any other covenant to which a party would have a reasonable expectation of continuance shall survive the termination of this Agreement.

- 12.18 **Prohibition Against Collusion.** The Contractor represents and agrees that it has not conveyed or offered or promised, directly or indirectly, to any member of the Commission, employee, agent or representative of the Commission, or any person representing or purporting to represent the Commission, or any family member including spouse, parents, or children of the foregoing group, any remuneration, property, service, advantage or other consideration or benefit of value, to improperly influence or obtain the award of this Agreement to Contractor. Contractor further agrees that it shall not employ as an employee, agent, consultant or independent contractor any member of such group for a period of five (5) years from the Commencement Date. Contractor's violation of this requirement shall constitute a material breach of this Agreement, in which event the Commission may terminate this Agreement upon notice to the Contractor.

XIII. MISCELLANEOUS

- 13.1 **Complete Agreement; Amendments.** This Agreement, including its Exhibit, represents the complete agreement between the parties, and it supersedes all prior agreements, requests for proposals, proposals, and all prior written or oral commitments, arrangements or understandings with respect thereto. There are no representations, restrictions, agreements, promises, inducements, statements of intentions, warranties, covenants or undertakings with respect to the transactions contemplated thereby other than those expressly set forth therein. This Agreement cannot be amended, modified or supplemented by any of the parties in any respect except by a subsequent written contract entered into by both parties
- 13.2 **Section Headings.** The section or paragraph headings are used only for convenience and are not to be used in determining the intent of the parties or in otherwise interpreting this Agreement.
- 13.3 **Provisions Unenforceable.** If any provision of Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect, unless the resulting interpretation of the Agreement shall materially alter the obligations of either party so as to work an unfair hardship on such party (the "Burdened Party"), in which case the Burdened Party shall have the option to request a renegotiation of the Agreement and/or to terminate this Agreement upon ninety (90) days advance written notice to the other party. This Agreement may be modified, amended, discharged or waived only by an agreement in writing signed by both parties.
- 13.4 **Successors and Assigns.** This Agreement shall be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.
- 13.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

- 13.6 **Attorney's Fees.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and all reasonable costs of collection, in addition to any other relief to which that party may be entitled.
- 13.7 **Governing Laws.** This Agreement will be governed by and construed according to the laws of the State of Tennessee.
- 13.8 **Waiver.** The failure of either party under this Agreement to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by authorized parties in writing.
- 13.9 **Gender.** As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context requires.
- 13.10 **Further Assurances.** Each party to this Agreement agrees that, when requested to do so by the other party, such party will furnish to the other party certified extracts from the minutes of each board or legislative body required to approve this Agreement in order to make the same binding upon the party furnishing such certified extracts. Each of the parties to this Agreement further agrees to do any act or thing and execute any and all instruments that are necessary and proper to make effective the provisions of this Agreement.
- 13.11 **Specific Performance.** To the extent that the right of specific performance is mutually enforceable against the parties, the parties hereto recognize that any breach of the terms of this Agreement may give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly agree that, in addition to all other remedies available to the parties, any non-breaching party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy.

[Space left blank intentionally, Signature Page next]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

By: 
Steve M. Field, Chair

SANTEK ENVIRONMENTAL, INC.

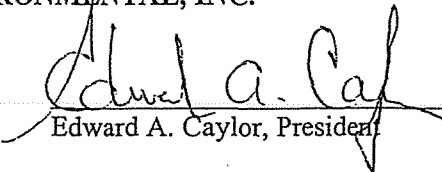
By: 
Edward A. Caylor, President

EXHIBIT A

Legal Description of Matlock Bend Landfill

[Taken from Quit Claim Deed dated April 15, 1994 from Loudon County
to the Loudon County Solid Waste Disposal Commission of record in the Loudon County
Registers Office at Deed Book 212, Page 216]

LOCATED in the First Civil District of Loudon County, Tennessee, and being the part of the former Kate Wilson Mott farm inherited by her daughters, and being more particularly described as follows:

BEGINNING at a new iron pin in the North right-of-way line of old State Highway 72 (River Road), the said point of beginning being located 0.96 miles from the center line of Matlock Bend access road West along State Highway 72; thence with State Highway 72 North 51 deg. 30 min 36 sec. West 72.05 feet to a new iron pin; thence with Highway 72 North 56 deg. 18 min. 57 sec. West 95.84 feet to a new iron pin; thence with Highway 72 North 72 deg. 18 min. 15 sec. West 60. 65 feet to a new iron pin, corner to Ray Purdy; thence with Purdy North 04 deg. 57 min. 15 sec. East 1172.58 feet to a new iron pin; thence with Purdy North 13 deg. 39 min. 33 sec. East 1353.83 feet to a new iron pin (passing the Purdy-Ryan-Barrett corner which touches captioned line); thence with John Barrett III, North 13 deg. 20 min. 02 sec. East 2175.23 feet to a new iron pin corner to Jesse Ridenour; thence with Ridenour North 89 deg. 30 min. 41 sec. East 712.93 feet to an iron pin; thence with Ridenour North 85 deg. 41 min. 34 sec. East 606.7 feet to an existing iron pin, corner to AMFAC Foods Monterey, Inc.; thence with AMFAC South 00 deg. 36 min. 44 sec. West 2108.28 feet to a new iron pin; thence with AMFAC South 01 deg. 36 min. 54 sec. East 529.03 feet to an existing iron pin; thence with AMFAC South 41 deg. 54 min. 16 sec. West 1895.81 feet to an existing axle; thence with AMFAC South 53 deg. 09 min. 49 sec. West 492.95 feet to an existing iron pin; thence with AMFAC South 57 deg. 05 min. 39 sec. West 244.759 feet to a new iron pin; thence with AMFAC South 32 deg 22 min. 13 sec. West 126.705 feet to a new iron pin; thence with AMFAC South 29 deg. 34 min. 35 sec. 212.62 feet to the point of BEGINNING, according to the survey by M.C.I. Consulting Engineers, Inc., dated March 10, 1986, this being a Class A survey with bearings based on magnetic north, the said tract containing 150.849 acres, more or less.

THIS BEING the same property wherein John A. Mott (Widower) conveyed a stated one-half interest to Mary Alexandra Mott Hirsch, by deed dated May 8, 1965, and recorded in the Register's Office of Loudon County, Tennessee, in Deed Book 78, Page 425. However, reference is also made to deed from Mary Alexandra Mott Hirsch to John A. Mott (Widower) and Martha Jan Mott Powell, dated June 2, 1959, and recorded in Deed Book 56, Page 324.

THIS BEING the same property conveyed to Loudon County by Order and Judgment of the Circuit Court for Loudon County, Tennessee, in the cause styled Loudon County vs. Mary Alexandra Mott Hirsch and Martha Jan Mott Powell, being cause number 3904, the certified judgment being recorded in Deed Book 166, Page 4, Loudon County Register of Deeds office.

ORIGINAL

FIRST AMENDMENT TO OPERATION AGREEMENT

THIS FIRST AMENDMENT TO OPERATION AGREEMENT ("Amendment") is effective as of the 1st day of March, 2015, by and between the Loudon County Solid Waste Disposal Commission ("Owner"), a public entity created by an Intergovernmental Agreement among the City of Lenoir City, the City of Loudon and Loudon County, Tennessee dated March 1, 1993, and Santek Environmental, Inc. ("Operator"), a Tennessee corporation with its principal place of business at 650 25th Street N.W., Cleveland, Tennessee 37311.

RECITALS

1. The parties have previously entered into a certain Sanitary Landfill Operation Agreement dated as of July 1, 2007 (the "Agreement"), which concerns the operation of the Owner's Subtitle D sanitary landfill known as the Matlock Bend Sanitary Landfill located on Highway 72 in Loudon, Tennessee (the "Landfill").

2. Pursuant to Section 5.13 of the Agreement, Owner and Operator previously participated in a tire collection and disposal grant program that was administered by the State of Tennessee. The State of Tennessee discontinued its previous tire collection and disposal grant program and is now administering a state sponsored waste tire program which is intended to facilitate the disposition of tires for beneficial end uses. The parties have accordingly agreed to amend Section 5.13 of the Agreement to clarify their intent to participate in the current waste tire program administered by the State of Tennessee.

NOW, THEREFORE, based upon the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 5.13 (Tire Disposal Program) of the Agreement is amended herein by deleting the entirety of Section 5.13 of the Agreement and substituting in lieu thereof the following:

5.13 Tire Disposal Program. Except as otherwise provided in this Section, the Contractor shall administer and operate on behalf of the Commission a tire collection and disposal program at the Landfill throughout the term of the Agreement. The tire collection and disposal program shall conform to all applicable laws and shall to the extent possible be administered and operated in such a manner as to allow Loudon County and/or the Commission to participate in any tire collection and disposal program administered by the State of Tennessee. The State of Tennessee is currently administering a state sponsored waste tire program which is intended to facilitate the disposition of tires for beneficial end uses. Contractor agrees to handle tire collection and disposal at the Landfill in a manner which complies with the current waste tire program administered by the State of Tennessee as well as any future tire collection and disposal program administered by the State of Tennessee. Any funds received by the Commission and/or Loudon County during the term of this Agreement that are received as a result of the operation of

the tire collection and disposal program during the periods of time when the Contractor is administering and operating the program for the Commission shall be promptly remitted to the Contractor by the Commission based on receipt of disposal documentation for properly manifested tires. The Commission neither warrants nor guarantees that any future tire collection and disposal programs will be administered by the State of Tennessee that offers grants or other similar funding, or that Loudon County or the Commission shall be entitled to participate in any such future tire collection and disposal programs. However, the Commission will cooperate with the Contractor and use reasonable efforts to apply for and obtain any available funds for such program. Notwithstanding the above stated requirements of this Section, the Commission reserves the right to terminate the Contractor's obligation to accept and dispose of tires that are delivered to the Landfill upon ninety (90) days written notice to Contractor. Such right of termination may be exercised from time to time throughout the term of this Agreement. In the event of any such termination, Contractor shall resume its tire acceptance and disposal services at the Landfill upon 120 days prior notice to the Contractor by the Commission. Such resumed services shall be commenced by the Contractor without any startup charge, implementation fee or other expense to the Commission except for its right to a future credit against host fees as provided above.

2. Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed by the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

LOUDON COUNTY SOLID WASTE
DISPOSAL COMMISSION

By: 

Steve M. Field, Chair

SANTEK ENVIRONMENTAL, INC.

By: 

Edward A. Caylor, President

West's Tennessee Code Annotated

Title 68. Health, Safety and Environmental Protection

Environmental Protection

Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-801

§ 68-211-801. Short title

Currentness

This part shall be known and may be cited as the “Solid Waste Management Act of 1991.”

Credits

1991 Pub. Acts, c. 451, § 1.

Formerly § 68-31-801.

Notes of Decisions (2)

T. C. A. § 68-211-801, TN ST § 68-211-801

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-802

§ 68-211-802. Definitions

Effective: July 1, 2014

Currentness

(a) As used in this part, unless the context otherwise requires:

(1) "Authority" or "solid waste authority" means any public instrumentality organized pursuant to part 9 of this chapter;

(2) "Board" means a board, established to manage the affairs of a municipal solid waste management region, except in §§ ~~68-211-119--68-211-121~~, ~~68-211-852~~ [repealed], 68-211-853, 68-211-867 and 68-211-871 where "board" means the underground storage tanks and solid waste disposal control board created in § 68-211-111;

(3) "Commissioner" means the commissioner of environment and conservation;

(4) "Convenience center" means any area which is staffed and fenced that has waste receptacles on site that are open to the public, when an attendant is present, to receive household waste, municipal solid waste and recyclable materials;

(5) "Department" means the department of environment and conservation;

(6) "Development district" means a development district organized pursuant to title 13, chapter 14;

(7) "Household hazardous waste" means solid wastes discarded from homes or similar sources as listed in 40 CFR 261.4(b)(1), that are either hazardous wastes as listed by the EPA in 40 CFR 261.33(e) or (f), or wastes that exhibit any of the following characteristics as defined in 40 CFR 261.21--261.24: ignitability, corrosivity, reactivity and TCLP toxicity;

(8) "Household waste" means any waste material, including garbage, trash and refuse, and yard waste derived from households. Households include single and multiple residences, campgrounds, picnic grounds and day-use recreation areas;

(9) "Landfill" means a facility, permitted pursuant to part 1 of this chapter, where solid wastes are disposed of by burial in excavated pits or trenches or by placement on land and covering with soil or other approved material;

(10) "Municipal solid waste" means any garbage, refuse, industrial lunchroom or office waste, household waste, household hazardous waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities; provided, that "municipal solid waste" does not include the following:

(A) Radioactive waste;

(B) Hazardous waste as defined in § 68-212-104;

(C) Infectious waste;

(D) Materials that are being transported to a facility for reprocessing or reuse; 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, if such waste is generated solely by the owner of the solid waste disposal system or resource recovery facility;

(11) "Operator" means the person who is in charge of the actual, on-site operation of a solid waste management facility during any period of operation;

(12) "Person" means "person" as defined in § 68-211-103;

(13) "Recovered materials" means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation processing. Such recovered materials are not solid waste;

(14) "Recovered materials processing facility" means a facility engaged solely in the storage, processing and resale or reuse of recovered materials. A recovered materials processing facility is not a solid waste processing facility;

(15) "Recyclable materials" means those materials which are capable of being reused or returned to use in the form of raw materials or products, whether or not such materials have been diverted or removed from the solid waste stream;

(16) "Recycling" means the process by which recovered materials are transformed into new products, including the collection, separation, processing, and reuse of recovered materials either directly or as raw materials for the manufacture of new products;

(17) "Region" means a municipal solid waste region organized pursuant to § 68-211-813(a);

(18) "Shredded" means shredded, chipped, chopped, quartered, sliced at least circumferentially, or otherwise processed and rendered not whole in a manner to effectively prevent a tire from floating, as determined by the board;

(19) "Solid waste stream" means the system through which solid waste and recoverable materials move from the point of discard to recovery or disposal;

(20) "Tire" means the continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle;

(21) "Transporter" means a person engaged in the transportation of municipal solid waste collected or to be baled or processed, or disposed of in Tennessee by rail, highway or water, in significant amounts. The amounts deemed significant shall be determined by the board and established by regulation;

(22) "Used oil" means any oil which has been refined from crude or synthetic, or recovered oil and, as a result of use, storage or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties, but which may be suitable for further use and may be economically recycled or may be burned as fuel;

(23) "Waste tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect; and

(24) "Yard waste" means vegetative matter resulting from landscaping, lawn maintenance and land clearing operations other than mining, agricultural and forestry operations.

(b) Unless the context requires otherwise or this section defines a term differently, the definitions set forth in §§ 68-211-103, 68-212-104 and 68-212-303, and in any regulations promulgated pursuant to this chapter and chapter 212 of this title, apply to terms used in this part.

Credits

1991 Pub.Acts, c. 451, § 2; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, §§ 3 to 8, 53, eff. July 1, 1996; 1997 Pub.Acts, c. 221, § 1, eff. May 15, 1997; 2014 Pub.Acts, c. 849, § 1, eff. July 1, 2014.

Formerly § 68-31-802.

Notes of Decisions (1)

T. C. A. § 68-211-802, TN ST § 68-211-802
Current through end of the 2015 First Reg. Sess.

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Title 68. Health, Safety and Environmental Protection

Environmental Protection

Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-803

§ 68-211-803. Policy

Currentness

(a) It is declared to be the policy of this state, in furtherance of its responsibility to protect the public health, safety and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive, integrated, statewide program for solid waste management, which will assure that solid waste facilities, whether publicly or privately operated, do not adversely affect the health, safety and well-being of the public and do not degrade the quality of the environment by reason of their location, design, method of operation or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste.

(b) It is further declared to be the policy of this state to educate and encourage generators and handlers of solid waste to reduce and minimize to the greatest extent possible the amount of solid waste which requires collection, treatment, incineration or disposal through source reduction, reuse, composting, recycling and other methods.

(c) It is further declared to be the policy of this state to promote markets for, and engage in the purchase of, goods made from recovered materials and goods which are recyclable.

Credits

1991 Pub. Acts, c. 451, § 3.

Formerly § 68-31-803.

Notes of Decisions (1)

T. C. A. § 68-211-803, TN ST § 68-211-803

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-804

§ 68-211-804. Applicability

Currentness

Unless specifically otherwise provided, this part does not apply to:

(1) Hazardous waste, regulated pursuant to chapter 212 of this title, except household hazardous waste;

(2) Infectious waste;

(3) Radioactive waste; or

(4) Industrial waste, which may include office, domestic or cafeteria waste, managed in a privately owned solid waste disposal system or resource recovery facility, if such waste is generated solely by the owner of the solid waste disposal system or resource recovery facility.

Credits

1991 Pub.Acts, c. 451, § 4.

Formerly § 68-31-804.

T. C. A. § 68-211-804, TN ST § 68-211-804

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-805

§ 68-211-805. Construction of law

Effective: August 5, 2011

Currentness

This part is remedial in nature and shall be liberally construed to effect its purpose of providing for a systematic and efficient means of solid waste disposal and encouraging the best utilization and conservation of energy and natural resources.

Credits

1991 Pub. Acts, c. 451, § 82.

Formerly § 68-31-805.

Notes of Decisions (2)

T. C. A. § 68-211-805, TN ST § 68-211-805

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T. C. A. § 68-211-806

§ 68-211-806. Research; use of materials

Effective: March 31, 2010

Currentness

(a) Tennessee State University and Middle Tennessee State University may research and develop methods to address how to use the materials in solid waste as raw materials to create jobs, business and compost.

(b) Such research by the universities may include how to divert food waste and yard waste, which make up twenty-five percent (25%) of the waste stream, from landfills to create useful compost and clean methane gas.

(c) Such methods and research may be made available to government agencies and others involved in solid waste reform. Such research and work shall be funded entirely from non-state sources.

(d) The universities will demonstrate the extent to which such reforms are cost effective. For example, that diversion of materials in solid waste as raw materials in business and compost creates jobs and profits.

Credits

2010 Pub.Acts, c. 698, § 1, eff. March 31, 2010.

T. C. A. § 68-211-806, TN ST § 68-211-806

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T. C. A. 68-211-807

§ 68-211-807. Tennessee solid waste and recycling advisory committee; creation; duties

Effective: May 19, 2014

Currentness

(a) There is hereby established the Tennessee solid waste and recycling advisory committee to be composed of sixteen (16) members as follows:

- (1) One (1) person who is engaged in a field directly related to agriculture, to be appointed by the speaker of the senate;
- (2) One (1) person who is a manufacturer of aluminum and aluminum products, to be appointed by the speaker of the senate;
- (3) One (1) person who is a manufacturer of plastic and plastic products, to be appointed by the speaker of the senate;
- (4) One (1) person who is a private solid waste hauler and manages Class I sanitary landfills, to be appointed by the speaker of the senate;
- (5) One (1) person who represents county governments, to be appointed by the speaker of the senate;
- (6) One (1) person who represents city governments, to be appointed by the speaker of the senate;
- (7) Two (2) people who represent environmental concerns, to be appointed by the speaker of the house of representatives;
- (8) One (1) person from the pulp and paper industry, to be appointed by the speaker of the house of representatives;
- (9) One (1) person who represents resalers or distributors of canned or bottled beverages, to be appointed by the speaker of the house of representatives;
- (10) One (1) person who is a small waste generator, to be appointed by the speaker of the house of representatives;
- (11) One (1) person who is a private recycler/processor of recyclable materials and a manager of a single stream material recovery facility (MRF), to be appointed by the speaker of the house of representatives;

(12) Two (2) representatives from the department who are knowledgeable in the areas of solid waste and recycling, to be appointed by the commissioner;

(13) One (1) person who is a manufacturer of tires and other rubber products, to be appointed by the speaker of the senate; and

(14) One (1) person who is a retailer of tires, to be appointed by the speaker of the senate.

(b) The advisory committee shall review current solid waste and recycling statutes, rules and policies in this state, and develop recommendations to modernize such laws.

(c) The advisory committee may consult and coordinate with the department in carrying out its duties but shall not be administratively attached to the department.

(d) Members shall receive no compensation for their service on the advisory committee, nor shall they be reimbursed for travel expenses.

(e) The advisory committee shall submit its recommendations in a report to the speaker of the senate and the speaker of the house of representatives no later than February 15, 2015, at which time it shall cease to exist.

Credits

2014 Pub.Acts, c. 967, § 1, eff. May 19, 2014.

T. C. A. 68-211-807, TN ST 68-211-807
Current through end of the 2015 First Reg. Sess.

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T. C. A. § 68-211-808

§§ 68-211-808 to 68-211-810. Reserved

Currentness

T. C. A. § 68-211-808, TN ST § 68-211-808

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T. C. A. § 68-211-811

§ 68-211-811. Districts; needs assessment

Currentness

(a) The counties within each development district, as established pursuant to title 13, chapter 14, including all municipalities therein, shall constitute a municipal solid waste planning district. Each district shall submit a district needs assessment for all of the counties within the district to the department of environment and conservation by September 30, 1992. The needs assessment for the municipal solid waste planning district shall be conducted by the staff of the development district. Such staff shall coordinate and maintain the plan. The needs assessment shall be revised to reflect subsequent developments in the district by April 1, 1999, and every five (5) years thereafter.

(b) In conjunction with the commissioner, each development district shall sponsor a district-wide meeting to deliver the findings of the district needs assessment to the citizens of the district.

(c) The district needs assessment will identify rational waste disposal areas within the district and include at least the following information:

(1) Demographic information and projections for a ten-year planning period;

(2) An analysis of economic activity within the district;

(3) Characterization of the solid waste stream;

(4) Projections of solid waste generation for the ten-year planning period;

(5) Evaluation of the collection systems for every municipality and county within the district;

(6) Evaluation of existing solid waste capacity and management facilities within the district and evaluation of any planned new or expanded facilities;

(7) A statement of district goals that are consistent with the state plan;

(8) An analysis of existing or potential waste flows within the district and between adjacent districts;

§ 68-211-811. Districts; needs assessment, TN ST § 68-211-811

(9) A comparison of projected demands from waste generation and importation of waste with available and projected capacity and an identification of potential shortfalls in capacity; and

(10) Any additional information as the commissioner may require.

Credits


1991 Pub.Acts, c. 451, § 10; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, § 9, eff. July 1, 1996.

Formerly § 68-31-811.

T. C. A. § 68-211-811, TN ST § 68-211-811
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 KeyCite Red Flag - Severe Negative Treatment

KeyCite Red Flag Negative Treatment § 68-211-812. Repealed by 1996 Pub.Acts, c. 846, § 10, eff. July 1, 1996

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T. C. A. § 68-211-812

§ 68-211-812. Repealed by 1996 Pub.Acts, c. 846, § 10, eff. July 1, 1996

Currentness

T. C. A. § 68-211-812, TN ST § 68-211-812

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-813

§ 68-211-813. Regions

Effective: August 5, 2011

Currentness

(a)(1) After consideration of the needs assessment is completed, municipal solid waste regions shall be established by resolutions of the respective county legislative bodies by December 12, 1992. A municipal solid waste region shall consist of one (1) county or two (2) or more contiguous counties. If the region consists of more than one (1) county, an agreement establishing the region shall be approved by the legislative body of each county that is a party to the agreement.

(2) Once established, municipal solid waste regions shall continue to exist until dissolved, a successor region or regions established and the requirements of this section are met. A municipal solid waste region may be dissolved and a new region or reconfigured region established upon completion of the following procedure:

(A) The approval of the dissolution of the existing region by resolution of the county legislative body of each county in the existing region;

(B) The approval of the proposed new or reconfigured region by resolution of the county legislative body of each county that is to be a part of the new or reconfigured region;

(C) The submittal to the department of environment and conservation of a list of the new board members, their addresses, phone numbers, terms of office and a new or revised plan for any new or reconfigured region that complies with the requirements of this part; and

(D) The approval of the department of environment and conservation of all of the new or revised plans for all of the new or reconfigured regions.

(3) Each county and region shall continue to follow the existing approved plan until new or revised plans are approved by the department of environment and conservation for each new or reconfigured region.

(4) The preferred organization of the regions shall be multi-county. Any county adopting a resolution establishing a single-county region shall state the reasons for acting alone in the resolution.

(b)(1) The resolution establishing a region for a county or approving an agreement to establish a region with other counties shall provide for the establishment of a board to administer the activities of the region. This board shall consist of an odd number, not less than five (5) nor more than fifteen (15). Each county that is a member of a region shall be represented by at least one (1) member on the board. Municipalities that provide solid waste collection services or provide solid waste disposal services, directly or by contract, shall be represented on the board. The members of the board shall be appointed by the county mayors and municipal mayors, respectively, of the counties and eligible municipalities within the region. Municipalities entitled to representation on the board may agree to joint or multiple representation by a board member or for a county member to represent one (1) or more municipalities upon agreement of all local governments who share representation by a board member. Any such agreement shall specify the method of making the appointment for a member representing more than one (1) local governmental entity. Members of county and municipal governing bodies, county mayors, municipal mayors, county and municipal officers and department heads may be appointed to the board. Appointments must be approved by the legislative or governing bodies of the respective counties and eligible municipalities within the region. The members of the board shall serve for terms of six (6) years or until their successors are elected and are qualified by taking an oath of office, except that the initial board shall have approximately one third (#) of the members with terms of two (2) years, and approximately one third (#) of the members with terms of four (4) years, so as to stagger the terms of office.

(2) Any county that has a solid waste authority, not organized pursuant to part 9 of this chapter and in existence on July 1, 1991, may designate such authority as the board to administer the activities of the region, if such county chooses to be a region unto itself. The legislative body of the county and of each municipality that provides solid waste collection services or solid waste disposal services in the region shall approve such designation by the passage of an appropriate resolution.

(3) Appointments made after July 1, 1994, to the board for a municipal solid waste region consisting of counties having a population less than two hundred thousand (200,000), according to the 1990 federal census or any subsequent federal census, shall be made so that rural landowners shall have representation on the board, and by December 31, 1998, at least thirty percent (30%) of the membership shall consist of members who own at least a fifty percent (50%) equitable or fee simple interest in land that is eligible for classification as agricultural, forest or open space land under the terms of the Agricultural, Forest and Open Space Land Act of 1976, compiled in title 67, chapter 5, part 10.

(c) Each region shall develop a plan for a ten-year disposal capacity, and for achieving compliance with the waste reduction and recycling goal required by § 68-211-861.

(d) The legislative body of any municipality which lies within the boundaries of two (2) or more regions shall select by resolution in which region it shall participate.

(e) Within each municipal solid waste region, the board of the region shall establish a regional municipal solid waste advisory committee whose composition shall be determined by the board.

Credits

1991 Pub.Acts, c. 451, § 12; 1994 Pub.Acts, c. 735, § 1, eff. April 11, 1994; 1996 Pub.Acts, c. 846, §§ 11 to 13, eff. July 1, 1996; 2007 Pub.Acts, c. 462, § 1, eff. July 1, 2007.

Formerly § 68-31-813.

Notes of Decisions (4)

T. C. A. § 68-211-813, TN ST § 68-211-813
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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-814

§ 68-211-814. Plans and specifications

Effective: August 5, 2013

Currentness

(a)(1) Each region shall submit its plan to the department of environment and conservation by July 1, 1994. The plan shall be formulated in strict compliance with § 68-211-815. After receiving a plan, the department shall approve or disapprove the plan within ninety (90) days. The department shall approve the plan if it adequately addresses each element required by § 68-211-815. If a plan is disapproved, the department shall state in detail the reasons for such disapproval. The region shall review any disapproved plan and shall resubmit a plan which corrects all deficiencies to the department within sixty (60) days of receiving the letter of disapproval.

(2) The plan may be revised at any time to reflect subsequent developments in the region. Each revised plan shall be submitted to, reviewed by and approved or disapproved by the department of environment and conservation in the same manner as the initial plan.

(3) Each municipal solid waste region shall submit an annual progress report to the department covering the next ten (10) years that includes, at a minimum, the information contained in § 68-211-815(b).

(b)(1)(A) If the commissioner approves the plan, the region or solid waste authority, if one has been formed pursuant to part 9 of this chapter, by resolution and subsequent adoption of ordinances by counties and municipalities in the region, may also regulate the flow of collected municipal solid waste generated within the region. Prior to the adoption of any resolution declaring the necessity of requiring mandatory flow of municipal solid waste, the region or authority, following one (1) or more public hearings, shall demonstrate in writing to the commissioner that it has considered the utilization of any municipal solid waste management facility in existence within the region on July 1, 1991, which meets the proposed or final federal Resource Conservation and Recovery Act (RCRA), compiled in 42 U.S.C. § 6901 et seq., Subtitle D regulations. The region or authority must show that its decision not to use the existing facility is based on the fact that:

(i) Such facility is environmentally unsound or inadequate to meet the region's ten-year capacity assurance plan;

(ii)(a) Costs for the use of such facility are inconsistent with comparable facilities within the state; or

(b) The existing facility is operating in a manner that is inconsistent with the plan; and

(iii) The waste subject to flow control will be sent only to a facility or facilities that meet all state and federal regulations.

(B) The region or authority may restrict access to any landfills and incinerators which dispose of municipal solid waste by excluding waste originating with persons or entities outside the region in order to effectuate the plan. If a facility within a region has accepted waste from a specific source outside the region prior to July 1, 1991, the region may not prohibit that facility from continuing to accept waste from that source, unless the facility's acceptance of that waste significantly impairs the region's ability to effectuate its plan.

(C) Appeal of final actions of the region or authority, including any determinations under subdivision (b)(1), shall be taken by an aggrieved person within thirty (30) days to any chancery court in the region or authority which took such final action.

(D) After the plan is approved, the region must approve any application for a permit for a solid waste disposal facility or incinerator within the region as is consistent with the region's disposal needs before any permit is issued by the commissioner pursuant to this chapter.

(2)(A) An applicant for a permit for construction or expansion of a solid waste disposal facility or incinerator shall submit a copy of the application to the region at or before the time the application is submitted to the commissioner. The region shall review the application for compliance with this section, and shall conduct a public hearing after public notice has been given in accordance with title 8, chapter 44, prior to making the determination provided for in this subdivision (b)(2). The hearing shall afford all interested persons an opportunity to submit written and oral comments, and the proceeding shall be recorded and transcribed. The region shall render a decision on the application within ninety (90) days after receipt of a complete application. The region shall immediately notify the commissioner of its acceptance or rejection of an application.

(B) The region may reject an application for a new solid waste disposal facility or incinerator or expansion of an existing solid waste disposal facility or incinerator within the region only upon determining that the application is inconsistent with the solid waste management plan adopted by the county or region and approved by the department, and the region shall document in writing the specific grounds on which the application is inconsistent with such plan.

(C) Where a region rejects an application, the commissioner shall not issue the permit unless the commissioner finds that the decision of the region is arbitrary and capricious and unsupported in the record developed before the region.

(D) Appeal of final actions of the region, including any determination under subdivision (b)(2)(B), shall be taken by an aggrieved person within thirty (30) days to the chancery court of Davidson County. The court shall exercise the same review as it would in a case arising under the Uniform Administrative Procedures Act, compiled in title 4, chapter 5. For the purposes of this section, an "aggrieved person" is limited to persons applying for permits, persons who own property or live within a three-mile radius of the facility or site that is proposed for permitting, or cities and counties in which the proposed facility is located.

(E) The region shall provide for reasonable public notice of meetings. The region shall be subject to title 10, chapter 7, part 5. The region shall act in accordance with title 8, chapter 44.

(3) If the region has formed a solid waste authority pursuant to part 9 of this chapter, then the authority shall approve any permit applications as provided for in this section instead of the region.

(4) A region or solid waste authority may not impair the obligations of contracts entered into before the date of approval of the region's plan in violation of the article I, § 20 of the Tennessee Constitution.

(5) A region or solid waste authority may not restrict the movement of recovered materials into, out of, or within the region.

(6) Before submitting a plan required by this part, each municipal solid waste region shall hold a public hearing on the proposed plan or revised plan.

Credits

1991 Pub.Acts, c. 451, § 13; 1993 Pub.Acts, c. 523, § 4, eff. May 31, 1993; 1996 Pub.Acts, c. 846, §§ 14 to 18, eff. July 1, 1996; 2004 Pub.Acts, c. 783, § 2, eff. May 28, 2004.

Formerly § 68-31-814.

Notes of Decisions (2)

T. C. A. § 68-211-814, TN ST § 68-211-814

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Title 68. Health, Safety and Environmental Protection

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-815

§ 68-211-815. Plans and specifications; contents

Effective: August 5, 2013

Currentness

(a) Each plan and revised plan submitted by a municipal solid waste region pursuant to this part shall be consistent with the state solid waste plan, with this part, with all other applicable law and with any regulation promulgated by the department.

(b) At a minimum, each plan and revised plan submitted by a municipal solid waste region shall include the following:

(1) Demographic information;

(2) A current system analysis of:

(A) Waste streams, including data concerning types and amounts generated;

(B) Collection capability, including data detailing the different types of collection systems and the populations and areas which receive and do not receive such services;

(C) Disposal capability, including an analysis of the remaining life expectancy of landfills or other disposal facilities;

(D) Costs, using a full-cost accounting model developed by the commissioner, including costs of collection, disposal, maintenance, contracts and other costs; and

(E) Revenues, including cost reimbursement fees, appropriations and other revenue sources;

(3) Adoption of the uniform financial accounting system required by § 68-211-874;

(4) Anticipated growth trends for the next ten-year period;

(5) Anticipated waste capacity needs;

- (6) Planned capacity assurance, including descriptions of planned or needed facilities;
 - (7) A recycling plan, including a description of current public and private recycling efforts and planned efforts to enhance recycling within the county or region;
 - (8) A plan for the disposal of household hazardous wastes;
 - (9) Adoption of uniform reporting requirements as required by this part;
 - (10) A description of waste reduction and recycling activities designed to attain the goal required by § 68-211-861;
 - (11) A description of education initiatives aimed at businesses, industries, schools, citizens and others, which addresses recycling, waste reduction, collection and other goals of this part;
-
- (12) An evaluation of multi-county solid waste disposal region options with an explanation of the reasons for adopting or failing to adopt a multi-county regional approach;
 - (13) A timetable for implementation of the plan;
 - (14) A description of the responsibilities of the various participating jurisdictions;
 - (15) A certification from the region's title 68, chapter 211, part 9 solid waste authority, if such an authority has been formed, or if no such authority has been formed, the county legislative body of each county in the region that they have reviewed and approved of the region's plan and/or revised plan;
 - (16) A plan for managing solid waste generated as a result of disasters or emergencies; and
 - (17) Any other information as the commissioner may deem relevant to the implementation of this part.

Credits

1991 Pub.Acts, c. 451, § 14; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, §§ 19 to 22, eff. July 1, 1996; 2007 Pub.Acts, c. 462, §§ 2, 3, eff. July 1, 2007.

Formerly § 68-31-815.

T. C. A. § 68-211-815, TN ST § 68-211-815
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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-816

§ 68-211-816. Sanctions

Effective: July 1, 2007

Currentness

(a) If a municipal solid waste region fails to submit an adequate plan in a timely fashion or if the commissioner does not approve any plan submitted to it, or for any other noncompliance with a provision of this part, then the commissioner shall impose the following sanctions, as appropriate, on the noncompliant county or region:

(1) On the first instance of noncompliance, the commissioner shall issue a letter of warning to the noncompliant county or region indicating the reasons for noncompliance, setting forth the sequence of graduated sanctions for noncompliance and offering technical assistance to remedy the causes of noncompliance.

(2) Any noncompliance shall be resolved as soon as possible. If noncompliance continues for thirty (30) days after receipt of the warning letter, the noncomplying county or region shall lose eligibility for funds from the solid waste management fund, unless the commissioner states in writing that, due to particular circumstances, a longer time is appropriate.

(3) If noncompliance continues for sixty (60) days after receipt of the warning letter, then, in addition to any other penalty imposed by law, the commissioner may impose a civil penalty of not more than five thousand dollars (\$5,000) for each day of noncompliance beyond the sixty-day period.

(b) Any civil penalty shall be assessed in the same manner as provided in § 68-211-117(b). Any penalty collected pursuant to this section shall be deposited in the solid waste management fund.

(c) Any person who violates § 68-211-608, § 68-211-866(a) or § 68-211-867(d) shall be subject to the penalties provided for in § 68-211-117.

Credits

1991 Pub.Acts. c. 451, § 16; 1995 Pub.Acts. c. 501, § 3, eff. June 12, 1995; 2007 Pub.Acts. c. 462, §§ 4 to 6, eff. July 1, 2007.

Formerly § 68-31-816.

T. C. A. § 68-211-816, TN ST § 68-211-816

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T. C. A. § 68-211-817

§ 68-211-817. Exclusion of waste originating outside region

Currentness

A publicly owned landfill or incinerator for disposal of municipal solid waste may exclude solid waste originating outside of the region if such exclusion is consistent with the region's plan submitted pursuant to § 68-211-814.

Credits

1991 Pub.Acts, c. 451, § 15.

Formerly § 68-31-817.

T. C. A. § 68-211-817, TN ST § 68-211-817

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Title 68. Health, Safety and Environmental Protection

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-818

§§ 68-211-818 to 68-211-820. Reserved

Currentness

T. C. A. § 68-211-818, TN ST § 68-211-818

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T. C. A. § 68-211-820

§§ 68-211-818 to 68-211-820. Reserved

Currentness

T. C. A. § 68-211-820, TN ST § 68-211-820

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-821

§ 68-211-821. Fund; transfer of functions

Effective: August 5, 2013

Currentness

(a) There is established a general fund reserve to be allocated by the general appropriations act which shall be known as the "solid waste management fund." Moneys from the fund may be expended to fund activities authorized by this part. Any revenues deposited in this reserve shall remain in the reserve until expended for purposes consistent with this part, and shall not revert to the general fund on any June 30. Any excess revenues on interest earned by such revenues shall not revert on any June 30, but shall remain available for appropriation in subsequent fiscal years. Any appropriation from such reserve shall not revert to the general fund on any June 30, but shall remain available for expenditure in subsequent fiscal years. In addition to appropriations of solid waste management funds made by the annual appropriations act, at any time during the fiscal year, the commissioner of environment and conservation, subject to the approval of the commissioner of finance and administration, may use any additional funds available from the solid waste management fund to fund activities authorized by this part.

(b) It is the legislative intent that all appropriations which are required for the implementation of this part and which are in addition to the funds available from the solid waste management fund established by this section shall be funded from appropriations which are otherwise available for solid waste management and related activities as appropriated in the general appropriations act.

(c) The commissioner is directed to develop, with the input and advice of the underground storage tanks and solid waste disposal control board, comprehensive goals for the system of solid waste management programs throughout the state. These goals should address waste avoidance, waste reduction, recycling, composting, and household hazardous waste objectives and should incorporate a strategy of education, technical assistance, and incentives for assuring compliance by all solid waste regions. This program shall be put in place for grants given out after July 1, 2000; provided, that there is sufficient information available on the waste reduction and diversion activities of the counties at that time.

Credits

1991 Pub.Acts, c. 451, §§ 53, 89; 1996 Pub.Acts, c. 846, § 23, eff. July 1, 1996; 1999 Pub.Acts, c. 384, § 8, eff. June 14, 1999; 2007 Pub.Acts, c. 462, § 7, eff. July 1, 2007.

Formerly § 68-31-821.

T. C. A. § 68-211-821, TN ST § 68-211-821

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-822

§ 68-211-822. Grants; technical assistance

Effective: July 1, 2011

Currentness

From available funds in the solid waste management fund established by § 68-211-821, the department may award annual grants to the University of Tennessee county technical assistance service, the University of Tennessee municipal technical advisory service, the development districts and the department of economic and community development. Upon receiving such grant funds, these agencies shall render technical assistance to regions, counties and municipalities as needed in the development of the plan required by this part.

Credits

1991 Pub.Acts, c. 451, § 17; 1992 Pub.Acts, c. 693, § 24; 2011 Pub.Acts, c. 509, § 4, eff. July 1, 2011.

Formerly § 68-31-822.

T. C. A. § 68-211-822, TN ST § 68-211-822

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-823

§ 68-211-823. Grants

Currentness

From available funds in the solid waste management fund established in § 68-211-821, the department shall award:

- (1) Annual plan maintenance grants to development districts in order to assist such districts in revising data, maintaining district needs assessments, and assisting counties within the district; and
- (2) Planning assistance grants to each county or solid waste region in order to assist such counties or regions in developing, revising and maintaining regional plans required by § 68-211-814.

Credits

1991 Pub.Acts, c. 451, § 19; 1992 Pub.Acts, c. 693, § 24; 1996 Pub.Acts, c. 846, § 24, eff. July 1, 1996.

Formerly § 68-31-823.

T. C. A. § 68-211-823, TN ST § 68-211-823

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T. C. A. § 68-211-824

§ 68-211-824. Matching grant assistance

Currentness

From funds available in the solid waste management fund established by § 68-211-821, the department shall offer matching grant assistance to counties for the purpose of establishing or upgrading convenience centers required by § 68-211-851. Such grant funds may be applied to expenses for land, paving, fencing, shelters for attendants, containers and basic equipment including, but not limited to, balers, crushers, grinders and fencing. Such funds may also be applied to expenditures for developing and printing of operating manuals, but such funds may not be used for regular operating expenses of a recurring nature. The local share of the match shall be determined by the department, using an economic index promulgated by the board based upon factors which include, but are not limited to, per capita income and property values of the county applicant. Counties falling within the lower one half (½) of the economic scale on the index shall be eligible for lower matching rates. The board shall promulgate regulations regarding the appropriate index and matching rates.

Credits

1991 Pub.Acts, c. 451, § 21; 1992 Pub.Acts, c. 693, § 24.

Formerly § 68-31-824.

T. C. A. § 68-211-824, TN ST § 68-211-824

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-825

§ 68-211-825. Matching grant program; rebates

Effective: August 5, 2011

Currentness

(a) From funds available from the solid waste management fund established by § 68-211-821, the department shall establish a matching grant program for the purchase of equipment needed to establish or upgrade recycling at a public or not-for-profit recycling collection site. Such equipment may include, but is not limited to, containers, balers, crushers and grinders. No grant shall be awarded for the purchase of mechanical processing equipment to be used at a public or not-for-profit recycling collection site if there is adequate mechanical processing equipment at privately owned facilities which serve the relevant geographical area, unless the grant applicant demonstrates to the department's satisfaction that the mechanical processing equipment is an indispensable component of an otherwise eligible grant project and will not be used to compete with a privately owned facility. The local share of the match shall be determined by the department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the jurisdiction to be served. Areas falling within the lower economic scale on the index shall be eligible for lower matching rates. The department shall establish criteria under which applicants for such matching grants will receive preference if their program employs adults with a developmental disability, as defined in § 33-1-101, in such a manner that improves the recycling rate of the city or county and thereby contributes to progress towards meeting or exceeding its solid waste reduction and diversion goal under § 68-211-861.

(b)(1) For the eleven (11) counties which generate the greatest amount of solid waste as recorded in the University of Tennessee's solid waste management report of February 1991 to the commissioner of environment and conservation, under a technical assistance contract pursuant to part 6 of this chapter, or as subsequently modified by data provided by subsequent annual reports required by § 68-211-871, the state shall grant a rebate against the amount due to the state under the state surcharge on the tipping fee imposed by this part. The state will rebate the amount of a county's credit to the county on an annual basis. The total amount of credits shall not exceed an amount equal to one hundred fifty percent (150%) of the funds allocated for recycling equipment grants. The rebate for any one (1) of the eleven (11) counties shall be determined pursuant to the following formula:

(tons of the county's solid waste)

(total tons of solid waste collected from all eleven (11) counties)

multiplied by

150% of state funds allocated for recycling grants

(2) Such rebate shall be in lieu of recycling equipment grants for these eleven (11) counties. Within a county, the rebate shall be allocated proportionately by population among the municipalities in the county which provide collection or disposal services and the county for the remaining population of the county. A county or municipality may only expend such rebate for recycling purposes and they must expend from local funds an amount equal to the amount of the rebate towards such purposes.

§ 68-211-825. Matching grant program; rebates, TN ST § 68-211-825

Credits

1991 Pub.Acts, c. 451, § 29; 1992 Pub.Acts, c. 693, § 24; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, §§ 25, 26, eff. July 1, 1996; 1997 Pub.Acts, c. 221, § 2, eff. May 15, 1997; 2003 Pub.Acts, c. 332, § 1, eff. June 13, 2003; 2005 Pub.Acts, c. 317, § 1, eff. June 7, 2005.

Formerly § 68-31-825.

T. C. A. § 68-211-825, TN ST § 68-211-825
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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-826

§ 68-211-826. Office of cooperative marketing for recyclables

Effective: July 1, 2007

Currentness

(a) From funds available from the solid waste management fund established by § 68-211-821, the department of environment and conservation shall establish an office of cooperative marketing for recyclables.

(b) The duties of the office of cooperative marketing for recyclables include:

(1) Preparing and maintaining a directory of regional buyers, which shall include current information on product specifications, markets and price ranges;

(2) Preparing and maintaining a directory of public and private, for profit and nonprofit recycling programs;

(3) Collecting information on the quantity and quality of materials offered for sale by recycling programs;

(4) Assisting counties in contract negotiation;

(5) Creating a data base for and operating an interactive information clearinghouse and marketing service, which shall include pricing information; and

(6) Maintaining an inventory of available quantities, qualities and locations of recyclable materials in Tennessee, and marketing such sites to industries which can utilize available materials.

Credits


1991 Pub.Acts, c. 451, § 30; 2007 Pub.Acts, c. 462, § 8, eff. July 1, 2007.

Formerly § 68-31-826.

T. C. A. § 68-211-826, TN ST § 68-211-826

Current through end of the 2015 First Reg. Sess.

§ 68-211-827. Repealed by 2002 Pub.Acts, c. 776, § 2, eff...., TN ST § 68-211-827

 KeyCite Red Flag - Severe Negative Treatment

KeyCite Red Flag Negative Treatment § 68-211-827. Repealed by 2002 Pub.Acts, c. 776, § 2, eff. July 1, 2002

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-827

§ 68-211-827. Repealed by 2002 Pub.Acts, c. 776, § 2, eff. July 1, 2002

Currentness

T. C. A. § 68-211-827, TN ST § 68-211-827

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T. C. A. § 68-211-828

§ 68-211-828. Collection of household hazardous waste; competitive grants

Effective: July 1, 2007

Currentness

(a) From funds available from the solid waste management fund, the department shall award competitive grants for collection of household hazardous waste at a permanent site to municipalities with a population of one hundred thousand (100,000) or more in counties with a population of two hundred eighty-seven thousand seven hundred (287,700), or more, according to the 1980 federal census or any subsequent federal census, and to the municipalities or counties that are determined by the department to be the next largest in terms of population or level of participation, or both, in mobile household hazardous waste collection events.

(b) An eligible municipality or county may only receive one (1) grant for the establishment of a permanent household hazardous waste collection site; however, if funds are available from the solid waste management fund, the department may award a municipality or county that has established a permanent household hazardous waste collection site annual grants to assist the municipality or county in maintaining or operating, or both, the permanent household hazardous waste collection site.

(c) A municipality or county that receives a grant pursuant to this section shall allow all residents of the county in which the site is located to use the site on the same basis. The mobile household hazardous waste collection service authorized by § 68-211-829 shall not be provided in a county in which there is a permanent household hazardous waste collection site that was funded through a grant pursuant to this section.

Credits

1991 Pub.Acts, c. 451, § 34; 1992 Pub.Acts, c. 693, § 24; 1996 Pub.Acts, c. 846, § 27, eff. July 1, 1996; 2007 Pub.Acts, c. 462, § 9, eff. July 1, 2007.

Formerly § 68-31-828.

T. C. A. § 68-211-828, TN ST § 68-211-828

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-829

§ 68-211-829. Household hazardous wastes; collection; designated days; service sites

Currentness

From funds available from the solid waste management fund established by § 68-211-821, except as provided in § 68-211-828, the department shall, directly or by contract, provide for the collection of household hazardous wastes on designated days in each county. Each county, or solid waste authority under part 9 of this chapter, if such authority has been created, shall provide a service site and shall advertise in newspapers of general circulation in the county the day or days and hours and location where the household hazardous wastes will be collected. The advertisements shall also identify examples of household hazardous wastes that the mobile unit will receive. The county or solid waste authority shall also furnish at least one (1) person to represent the county or solid waste authority at the service site on the days of collection, who will assist the persons operating the mobile collection unit.

Credits

1991 Pub.Acts, c. 451, § 35; 1996 Pub.Acts, c. 846, § 28, eff. July 1, 1996.

Formerly § 68-31-829.

T. C. A. § 68-211-829, TN ST § 68-211-829

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T. C. A. § 68-211-830

§ 68-211-830. New technology development; matching grants

Currentness

From funds available from the solid waste management fund established by § 68-211-821, the department may award matching grants to persons to promote the development of new technology for solid waste and recovered materials management, the use of solid waste as a fuel substitute, or innovative solid waste management infrastructure development. Such matching grants shall be made on a competitive basis with appropriate criteria for such competition to be established by the commissioner of environment and conservation. When the recipient is a local government, the local share of the match shall be determined by the department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the local government. Jurisdictions falling within the lower economic scale on the index shall be eligible for lower matching rates.

Credits

1996 Pub.Acts, c. 846, § 29, eff. July 1, 1996.

T. C. A. § 68-211-830, TN ST § 68-211-830

Current through end of the 2015 First Reg. Sess.

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-831

§ 68-211-831. Clean-up of unpermitted waste disposal sites; use and recovery of funds

Currentness

From funds available from the solid waste management fund, the department may, directly or by contract, provide for the investigation and clean-up of unpermitted waste tire disposal sites and other unpermitted solid waste disposal sites. The department shall attempt to recover funds expended from the person responsible for the disposal of the waste tires or solid waste pursuant to § 68-211-117.

Credits

1996 Pub. Acts, c. 846, § 30, eff. April 30, 1996.

T. C. A. § 68-211-831, TN ST § 68-211-831

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-832

§ 68-211-832. Landfill corrective action; grants

Effective: July 9, 2012

Currentness

(a) From funds available in the solid waste management fund, the department may award a grant or grants to any county or municipality that operated a Class I landfill permitted by the department that is now closed and does not have a composite liner system in place, if the department determines that the landfill is causing harm to health or the environment through contamination of ground water.

(b) The grant shall be used by the county or municipality for the purpose of investigation or corrective action at the landfill. The amount of the grant shall be set at an amount sufficient to reimburse a county or municipality for not more than fifty percent (50%) of the total cost of investigation and corrective action of the ground water contamination as of the date of application for the grant.

(c) The underground storage tanks and solid waste disposal control board may promulgate rules it deems necessary or appropriate to effectuate this grant program.

Credits

2007 Pub.Acts, c. 462, § 10, eff. July 1, 2007.

T. C. A. § 68-211-832, TN ST § 68-211-832

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West's Tennessee Code Annotated

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-833

§ 68-211-833. Use of funds for disposal of hazardous materials in public schools

Effective: July 1, 2007

Currentness

Funds available in the solid waste management fund may be used by the department to provide for the proper disposal of hazardous waste or other materials, deemed by the department to pose a hazard to students or the environment, in public kindergarten through grade twelve (K-12) schools.

Credits

2007 Pub. Acts, c. 462, § 11, eff. July 1, 2007.

T. C. A. § 68-211-833, TN ST § 68-211-833

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T. C. A. § 68-211-834

§ 68-211-834. Reserved

Effective: July 1, 2007

Currentness

T. C. A. § 68-211-834, TN ST § 68-211-834

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T. C. A. § 68-211-835

§ 68-211-835. Tipping fee; surcharge; solid waste disposal fee

Effective: June 25, 2009

Currentness

- (a) Each county, municipality, or solid waste authority which owns a municipal solid waste disposal facility or incinerator may impose a tipping fee upon each ton of municipal solid waste or its volume equivalent received at such solid waste disposal facility or incinerator. Such a tipping fee shall be set by the governing body of the county or municipality, or by the board of directors of the solid waste authority. This tipping fee shall be collected by the operator of the publicly owned municipal solid waste disposal facility or incinerator and remitted to the owner. The fee imposed may be equal to, or a portion of, the estimated cost of providing solid waste management services on a per ton or volume equivalent. Such full cost shall be determined pursuant to the uniform solid waste accounting system developed by the comptroller of the treasury.
- (b) Revenue from tipping fees at publicly owned solid waste disposal facilities and incinerators received by counties, municipalities and solid waste authorities shall be expended only for solid waste management purposes.
- (c) When a municipal solid waste disposal facility is operated as a joint venture by more than one (1) city or county, or combination thereof, or by an authority, the tipping fee authorized under this section shall be imposed by the joint operators or authority, and the tipping fee received shall be remitted to the participating local governments or authorities for expenditure for solid waste management purposes only.
- (d)(1) In addition to any tipping fee imposed by any local government under this section, there shall also be imposed a surcharge of ninety cents (\$0.90) on each ton of municipal solid waste received at all Class I solid waste disposal facilities or incinerators.
- (2) The operator of the municipal solid waste disposal facility or incinerator shall collect this surcharge and remit it to the state treasury, except that the operator shall be allowed a deduction of the surcharge due, reported and paid to the department in the amount of one percent (1%) of the amount due on the report. No deduction from the fee shall be allowed if the report or payment of the surcharge is delinquent. Of the funds received from this surcharge, for a period of three (3) years starting July 1, 2009, the state shall credit an amount not to exceed two million six hundred thousand dollars (\$2,600,000) to the general fund annually, if the annual general appropriations act so provides, and the remainder shall be credited to the solid waste management fund. On July 1, 2012, and thereafter, all of the funds received from this surcharge shall be credited to the solid waste management fund.
- (e) In order to encourage regional use of solid waste disposal facilities or incinerators, a county that is host to a solid waste disposal facility or incinerator used by other counties in the same region formed pursuant to this part may impose a surcharge on municipal solid waste received at any such solid waste disposal facility or incinerator by resolution of its county legislative bodies in the region. The surcharge shall be imposed on each ton or volume equivalent of municipal solid waste so received. The

revenue received by a county from the surcharge authorized by this subsection (e) shall be expended for solid waste management purposes, or for purposes related to offsetting costs incurred and other impacts resulting from the county being host to the solid waste disposal facility or incinerator. If any municipality in the host county incurs costs as a result of such a municipal solid waste facility or incinerator, then the county shall appropriate funds derived from the surcharge revenue to the municipality which shall be used by the municipality to offset such costs.

(f)(1) In addition to any fee authorized by title 5, and to any tipping fee imposed by any local government under this section, a county, municipality or solid waste authority is authorized to impose:

(A) A surcharge on each ton of municipal solid waste received at a solid waste disposal facility or incinerator for expenditure for solid waste collection or disposal purposes consistent with this part; and/or

(B) A solid waste disposal fee authorized by subsection (g).

(2) The surcharge authorized to be imposed by a county by subdivision (f)(1)(A) shall not take effect until a regional solid waste plan is approved for such county.

(g)(1) In addition to any power authorized by title 5, a county, municipality or solid waste authority is authorized to impose and collect a solid waste disposal fee. Funds generated from such fees may only be used to establish and maintain solid waste collection and disposal services, including, but not limited to, convenience centers. All residents of the county shall have access to these services. The amount of the fee shall bear a reasonable relationship to the cost of providing the solid waste disposal services. Such fees shall be segregated from the general fund and shall be used only for the purposes for which they were collected.

(2) Subject to any other requirement of law, a county, municipality or solid waste authority may enter into an agreement with an electric utility to collect the solid waste disposal fee as a part of the utility's billing process. The agreement shall be approved by the governing body of the county or municipality entering into the agreement, or, in the case of a solid waste authority, the agreement shall be approved by the authority's board of directors.

(3) A solid waste disposal fee shall not be imposed on any generator of solid waste when the generator's solid waste is managed in a privately owned solid waste disposal system or resource recovery facility owned by the generator.

(4) In any county having a population of not less than nineteen thousand three hundred (19,300) nor more than nineteen thousand six hundred (19,600) or not less than twenty-two thousand two hundred (22,200) nor more than twenty-two thousand five hundred (22,500) or not less than twenty-three thousand three hundred (23,300) nor more than twenty-three thousand four hundred (23,400), according to the 1990 federal census or any subsequent federal census, the solid waste disposal fee authorized by this subsection (g) shall be subject to the same penalty and interest as delinquent property taxes if not paid within thirty (30) days after notice of such fee is mailed. The unpaid fees, penalty, interest and cost shall be a lien on the real estate and improvements thereon upon filing of a notice with the office of the register of deeds of the county in which the property lies. Such lien shall be in favor of the jurisdiction, second only to liens of the state, county and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. The notice shall identify the debtor, owner of record of the real property, contain the property address, describe the property sufficiently to identify it and recite the amount of the obligation secured by the lien.

§ 68-211-835. Tipping fee; surcharge; solid waste disposal fee, TN ST § 68-211-835

No sale or transfer, including, but not limited to, a transfer to an heir-at-law, assignee or legatee of such real property may be legally closed and recorded until the lien has been satisfied. The same shall apply if the property is to be made the subject of a contract of sale. Upon the sale or transfer of the real property, the successor, successors or assigns shall be required to withhold a sufficient amount of the purchase money to cover the amount of the fees, interest, penalty and cost. The jurisdiction may collect the delinquent fees, penalty, interest and cost through an action for debt filed in any court of competent jurisdiction.

Credits

1991 Pub.Acts, c. 451, § 54; 1996 Pub.Acts, c. 846, § 31, eff. July 1, 1996; 1997 Pub.Acts, c. 343, § 1, eff. May 30, 1997; 1998 Pub.Acts, c. 817, §§ 1 to 3, eff. July 1, 1998; 1999 Pub.Acts, c. 384, §§ 1, 2, eff. June 14, 1999; 2002 Pub.Acts, c. 720, §§ 1, 2, eff. July 1, 2002; 2004 Pub.Acts, c. 783, § 1, eff. May 28, 2004; 2007 Pub.Acts, c. 462, § 12, eff. July 1, 2007; 2009 Pub.Acts, c. 531, § 5, eff. June 25, 2009.

Formerly § 68-31-835.

Notes of Decisions (17)

T. C. A. § 68-211-835, TN ST § 68-211-835
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T. C. A. § 68-211-836

§§ 68-211-836 to 68-211-840. Reserved

Currentness

T. C. A. § 68-211-836, TN ST § 68-211-836

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T. C. A. § 68-211-840

§§ 68-211-836 to 68-211-840. Reserved


Currentness

T. C. A. § 68-211-840, TN ST § 68-211-840

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 KeyCite Red Flag - Severe Negative Treatment

KeyCite Red Flag Negative Treatment § 68-211-841. Repealed by 2012 Pub.Acts, c. 986, § 33, eff. Oct. 1, 2012

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Title 68. Health, Safety and Environmental Protection

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-841

§ 68-211-841. Repealed by 2012 Pub.Acts, c. 986, § 33, eff. Oct. 1, 2012

Effective: October 1, 2012

Currentness

T. C. A. § 68-211-841, TN ST § 68-211-841

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T. C. A. § 68-211-842

§ 68-211-842. Education; guidelines

Currentness

(a) The commissioner shall issue guidelines for the education program element of the municipal solid waste region plan. Each solid waste regional plan shall include an education program to assist adults and children to understand solid waste issues, management options and costs, and the value of waste reduction and recycling.

(b) The adult education program shall be funded at a level no less than four percent (4%) of the waste disposal surcharge collected in fiscal year 1996-97; five percent (5%) of the waste disposal surcharge collected in fiscal year 1997-98; and six percent (6%) of the waste disposal surcharge collected in fiscal year 1998-99.

Credits

1991 Pub.Acts, c. 451, § 38; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, § 50, eff. July 1, 1996.

Formerly § 68-31-842.

T. C. A. § 68-211-842, TN ST § 68-211-842

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T. C. A. § 68-211-843

§ 68-211-843. Information clearinghouse

Currentness

The commissioner shall establish an information clearinghouse to acquire, review, evaluate and distribute a catalog of materials on source reduction and recycling. The commissioner shall also organize and conduct statewide and regional workshops and conferences on solid waste management, source reduction and recycling.

Credits

1991 Pub.Acts, c. 451, § 39; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-843.

T. C. A. § 68-211-843, TN ST § 68-211-843

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T. C. A. § 68-211-844

§ 68-211-844. Information; educational and training programs

Currentness

The commissioner shall collect, prepare and disseminate information and conduct educational and training programs designed to assist in the implementation of solid waste management programs and inform the public of the relationship between an individual's consumption of goods and services and the generation of different types and quantities of solid waste. The commissioner, in consultation with the department of education, shall prepare the information and programs on a statewide basis for the following groups:

- (1) Municipal, county and state officials and employees;
- (2) Kindergarten through graduate students and teachers;
- (3) Businesses that use or could use recycled materials or that produce or could produce projects from recycled materials, and persons who provide support services to those businesses; and
- (4) The general public.

Credits

1991 Pub.Acts, c. 451, § 40; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-844.

T. C. A. § 68-211-844, TN ST § 68-211-844

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T. C. A. § 68-211-845

§ 68-211-845. Education of children

Currentness

In order to promote education of children in grades kindergarten through twelve (K-12) concerning solid waste management, source reduction and recycling, the University of Tennessee Waste Management Research and Education Institute, in conjunction with the commissioner of environment and conservation, shall:

- (1) Review, evaluate and publish a list of approved curriculum materials relative to solid waste management, source reduction and recycling;
- (2) Sponsor workshops on the curriculum materials for educators;
- (3) Provide in-service training for teachers on solid waste management, recycling and source reduction, environmental protection and conservation of materials; and
- (4) Establish peer assistance programs for teachers within a solid waste management region.

Credits

1991 Pub.Acts, c. 451, § 41; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1999 Pub.Acts, c. 384, § 4, eff. June 14, 1999.

Formerly § 68-31-845.

T. C. A. § 68-211-845, TN ST § 68-211-845

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-846

§ 68-211-846. Awards; schools and school districts

Currentness

The commissioner shall establish an awards program for outstanding school-based solid waste, source reduction or recycling education programs.

Credits

1991 Pub.Acts, c. 451, § 42; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-846.

T. C. A. § 68-211-846, TN ST § 68-211-846

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-847

§ 68-211-847. Matching grants; education program component

Currentness

After a region's plan is approved, the department of environment and conservation may award matching grants for implementing the education program component of the plan from funds available in the solid waste management fund. The local share of the match shall be determined by the department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the local government. Jurisdictions falling within the lower economic scale on the index shall be eligible for lower matching rates.

Credits

1991 Pub.Acts, c. 451, § 45; 1992 Pub.Acts, c. 693, § 24; 1996 Pub.Acts, c. 846, § 33, eff. July 1, 1996.

Formerly § 68-31-847.

T. C. A. § 68-211-847, TN ST § 68-211-847

Current through end of the 2015 First Reg. Sess.

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-848

§ 68-211-848. Awards; colleges and universities

Currentness

The commissioner shall develop an awards program for recognition of university and college programs concerning waste management, source reduction and recycling.


Credits

1991 Pub.Acts, c. 451, § 46; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-848.

T. C. A. § 68-211-848, TN ST § 68-211-848

Current through end of the 2015 First Reg. Sess.

 KeyCite Red Flag - Severe Negative Treatment
KeyCite Red Flag Negative Treatment § 68-211-849. Obsolete

West's Tennessee Code Annotated

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-849

§ 68-211-849. Obsolete

Effective: August 5, 2013

Currentness

T. C. A. § 68-211-849, TN ST § 68-211-849

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-850

§ 68-211-850. Reserved

Currentness

T. C. A. § 68-211-850, TN ST § 68-211-850

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-851

§ 68-211-851. Municipal solid waste collection and disposal centers;
convenience centers; information; limitations on additional receptacles

Effective: August 5, 2011

Currentness

(a) Each county shall assure that one (1) or more municipal solid waste collection and disposal systems are available to meet the needs of the residents of the county. Such systems shall complement and supplement those provided by any municipality. The minimum level of service that the county shall assure is a system consisting of a network of convenience centers throughout the county. Unless a higher level of service, such as household garbage pickup, is available to the residents, a county shall provide directly, by contract, or through a solid waste authority, convenience centers which shall meet minimum design standards to be developed by the department and established by regulation. The department shall also develop regulations to be promulgated by the board for determining the minimum requirements for and number of convenience centers or other forms of collection that a county shall maintain. Such regulations shall consider county population, area, distances to possible convenience center sites, and staffing requirements.

(b) As part of the local plan required by § 68-211-814, each county or multi-county municipal solid waste disposal region shall submit a plan for the adequate provision of collection services to the department. Such plan shall identify unmet needs and shall be updated annually.

(c) If requested, the University of Tennessee county technical assistance service and municipal technical advisory service shall provide technical assistance to a county or region for siting, designing, constructing, upgrading and developing and maintaining a system of convenience centers which meets the minimum design standards which the department will establish by regulation. The county shall develop an operating manual, and the department shall offer training to operators and attendants.

(d)(1) Not later than July 1, 1997, each county which maintains and uses receptacles for the collection of municipal solid waste from the general public at sites separate from a convenience center for the needs of the residents of the county shall submit the following information to the department:

(A) The number of receptacles in the county;

(B) The location of all receptacles;

(C) Collection times for such receptacles;

(D) Operation procedures and security measures adopted and enforced to maintain and service the receptacles and to ensure the protection of public health and safety; and

(E) Such other information required by the department.

(2) The board created pursuant to § 68-211-111 shall promulgate rules and regulations on the requirements for operation and use of such receptacles as it deems necessary to ensure the protection of public health and safety and to provide for the proper management of solid waste disposed in such receptacles. Any county which does not submit the information required by subdivision (d)(1) or which violates the rules and regulations of the board created pursuant to § 68-211-111 shall not use such receptacles for such purposes.

(3) This subsection (d) shall only apply to counties which had receptacles in use on January 1, 1996. A county which did not have receptacles in use on January 1, 1996, or which subsequent to such date discontinues use of any receptacle permitted under this section, shall be prohibited from installing or maintaining additional receptacles after July 1, 1996.

Credits

1991 Pub.Acts, c. 451, § 21; 1994 Pub.Acts, c. 591, § 1, eff. March 7, 1994; 1996 Pub.Acts, c. 846, § 49, eff. July 1, 1996.

Formerly § 68-31-851.

T. C. A. § 68-211-851, TN ST § 68-211-851

Current through end of the 2015 First Reg. Sess.



KeyCite Red Flag - Severe Negative Treatment

KeyCite Red Flag Negative Treatment § 68-211-852. Repealed by 1999 Pub.Acts, c. 384, § 5, eff. June 14, 1999

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-852

§ 68-211-852. Repealed by 1999 Pub.Acts, c. 384, § 5, eff. June 14, 1999

Currentness

T. C. A. § 68-211-852, TN ST § 68-211-852

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-853

§ 68-211-853. Certificates and certification

Effective: August 5, 2013

Currentness

(a) By March 19, 1994, or any subsequently designated date for Tenn. Comp. R. & Regs. 1200-01-07-.04(1)(b)(3)(ii) to take effect, the board shall, by rule, establish a program for the certification of operators, attendants and other persons participating in or responsible for the operation of any Class I landfill regulated by the department. The department shall:

(1) Identify those persons or positions involved in the operation of a solid waste disposal facility who are required to obtain certification;

(2) Establish the requirements for and term of initial certification and requirements for recertification upon expiration of that term. At a minimum, the department shall require applicants to complete a program of training and pass an examination in order to receive initial certification;

(3) Establish different levels of certification and requirements for certification for different sizes or types of facilities, as the department determines is appropriate;

(4) Impose fees for the operator or attendant training and certification program; and

(5) Require that there be one (1) or more certified attendants on the site of a Class I landfill at all times during the facility's hours of operation.

(b) The training required under subdivision (a)(2) may be conducted by the department or by another person with the approval of the department.

(c) The department may suspend or revoke the operating license of any landfill regulated by the department if persons at the facility fail to obtain certification required under subdivision (a)(1) or for failure to have a certified operator on the site as required under subdivision (a)(5).

(d) The department may suspend or revoke an operator's certification for failure to comply with this part, rules promulgated under this part or conditions of operation made applicable to a solid waste disposal facility by the department.

Credits

1991 Pub.Acts. c. 451, § 23; 1996 Pub.Acts. c. 846, §§ 34, 35, eff. July 1, 1996.

Formerly § 68-31-853.

T. C. A. § 68-211-853, TN ST § 68-211-853

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-854

§ 68-211-854. Contracts

Currentness

No provision of this part shall prohibit a county, municipality or solid waste authority from contracting with a private individual or entity for the provision of collection or recycling services in a county, municipality or solid waste authority.

Credits

1991 Pub.Acts, c. 451, § 24.

Formerly § 68-31-854.

T. C. A. § 68-211-854, TN ST § 68-211-854

Current through end of the 2015 First Reg. Sess.

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-855

§§ 68-211-855 to 68-211-860. Reserved

Currentness

T. C. A. § 68-211-855, TN ST § 68-211-855

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T. C. A. § 68-211-860

§§ 68-211-855 to 68-211-860. Reserved

Currentness

T. C. A. § 68-211-860, TN ST § 68-211-860

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-861

§ 68-211-861. State waste reduction and diversion goal; credit; basis for goal; sanction for failure to meet goal

Effective: May 16, 2013

Currentness

(a) The goal of the state is to reduce by twenty-five percent (25%) the amount of solid waste disposed of at Class I municipal solid waste disposal facilities and incinerators, measured on a per capita basis within Tennessee by weight. As an alternative to calculating the waste reduction and diversion goal on a per capita basis, regions shall have the option of calculating the goal on an economic growth basis using the method prescribed by the department and approved by the underground storage tanks and solid waste disposal control board. The goal shall also apply to each municipal solid waste region; provided, that the goal shall not apply to individual disposal facilities or incinerators. The base year from which reductions are to be measured is 1995, unless a region can demonstrate that 1995 data is clearly in error. The method of calculating goals based on economic growth using the method prescribed by the department and approved by the underground storage tanks and solid waste disposal control board shall be promulgated as a rule in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5.

(b) If a region does not meet the twenty-five percent (25%) waste reduction and diversion goal, then the department will objectively assess the activities and expenditures of the region and the local governments in the region to determine whether the region's program is qualitatively equivalent to other regions that meet the goal and whether the failure is due to factors beyond the control of the region. This qualitative assessment method shall be developed by the department and approved by the underground storage tanks and solid waste disposal control board. The qualitative assessment method prescribed by the department and approved by the underground storage tanks and solid waste disposal control board shall be promulgated as a rule in accordance with the Uniform Administrative Procedures Act.

(c)(1) A county or region may receive credit toward the waste reduction and diversion goal established by this section for documented reductions from recycling and source reduction programs prior to 1995, but no earlier than 1985.

(2)(A) As used in this subdivision (c)(2):

(i) "Aluminum cans" means aluminum beverage cans, aluminum food cans, and aluminum bottles; and

(ii) "Plastic bottles" means recyclable plastic beverage containers that have a neck smaller than the body of the container.

(B) Any region shall be permitted to multiply by three (3) the gross weight of any aluminum cans and plastic bottles that are diverted from Class I municipal solid waste disposal facilities and incinerators located within the geographic area encompassed by the region for purposes of calculating the total percentage waste reduction and diversion that the region has achieved.

(d) The twenty-five percent (25%) goal pertains only to facilities which accept municipal solid waste for disposal or incineration. Measurements of waste are to be based on the amount of waste entering a disposal facility prior to combustion or landfilling. Measurements of waste disposed of shall not include materials that are recovered or collected for recycling. The department shall issue guidelines concerning, and promulgate by rule, a method for calculating source reduction and recycling.

(e) Failure of the region either to meet the twenty-five percent (25%) waste reduction and diversion goal, or to receive a favorable qualitative assessment of its activities by the department pursuant to subsection (b), may subject the offending counties and municipalities, including any solid waste authority created by such counties and municipalities, to sanctions in the same manner as a region may receive sanctions pursuant to § 68-211-816. In the event the failure of a region to meet its waste reduction and diversion goals is due to the failure of less than all of the constituent counties or municipalities of the region, the commissioner may apply sanctions only to the counties, municipalities or solid waste authorities that have caused the failure.

(f) A county or region has the flexibility to design its own plan and methods which take into account local conditions for attaining the waste reduction and diversion goal set by this section. This plan shall be included as a part of the county or regional plan required by § 68-211-814.

(g) The general assembly recognizes that the ways in which solid waste is generated and managed are very dynamic. The opportunities for recycling and for reduction of waste generated change with both market factors and technological developments. These in turn, affect the costs of solid waste management and recycling. Also, there are many factors that change the feasibility of different approaches among the counties. In addition to population and amount of commercial and industrial activity, these include proximity to markets for recyclable materials and the solid waste activities of municipalities. In order to better address all of these changing circumstances, the underground storage tanks and solid waste disposal control board is authorized to adopt a rule promoting recycling and waste reduction. In so doing, the board shall consider the use of incentives, disincentives, public education, costs and benefits of recycling, and the widely varying circumstances of the different solid waste regions. Upon the effective date of the rule, subsections (a)-(f) shall be repealed and of no further force and effect and the rule shall be enforceable according to its terms and in accordance with § 68-211-816.

Credits

1991 Pub.Acts, c. 451, § 25; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, § 36, eff. July 1, 1996; 1999 Pub.Acts, c. 384, § 6, eff. June 14, 1999; 2007 Pub.Acts, c. 462, § 13, eff. July 1, 2007; 2013 Pub.Acts, c. 421, § 1, eff. May 16, 2013.

Formerly § 68-31-861.

T. C. A. § 68-211-861, TN ST § 68-211-861
Current through end of the 2015 First Reg. Sess.

West's Tennessee Code Annotated

Title 68. Health, Safety and Environmental Protection

Environmental Protection

Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-862

§ 68-211-862. Records of origin and amount of solid waste received at transfer stations, disposal facilities, and incinerators; exclusion; measurement of amount of solid waste received

Currentness

(a) The owner or operator of each Class I municipal solid waste disposal facility or incinerator or transfer station required to remit a surcharge under § 68-211-835(d) shall be responsible for keeping an accurate written record of all amounts and county of origin of solid waste, measured in tons, received at the facility. This information shall be submitted to the department.

(b) Measurement in tons of solid waste received shall be accomplished by one (1) or more of the following methods:

(1) The provision of stationary or portable scales at the disposal facility or incinerator or transfer station for weighing incoming waste; or

(2) Implementation of contractual or other arrangements for the use of scales at a location other than the disposal facility, incinerator, or transfer station for weighing all waste destined for disposal at the facility.

Credits

1991 Pub.Acts, c. 451, § 26; 1992 Pub.Acts, c. 693, § 24; 1996 Pub.Acts, c. 846, §§ 37, 38, eff. July 1, 1996; 1999 Pub.Acts, c. 384, § 7, eff. June 14, 1999.

Formerly § 68-31-862.

T. C. A. § 68-211-862, TN ST § 68-211-862

Current through end of the 2015 First Reg. Sess.

West's Tennessee Code Annotated

Title 68. Health, Safety and Environmental Protection

Environmental Protection

Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-863

§ 68-211-863. Recycling

Currentness

Effective January 1, 1996, each county shall provide directly, by contract or through a solid waste authority, one (1) or more sites for collection of recyclable materials within the county, unless an adequate site for collection of recyclable materials is otherwise available to the residents of the county.

Credits

1991 Pub.Acts, c. 451, § 27; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, § 39, eff. July 1, 1996.

Formerly § 68-31-863.

T. C. A. § 68-211-863, TN ST § 68-211-863

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Title 68. Health, Safety and Environmental Protection

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-864

§ 68-211-864. Technical assistance

Currentness

The institute for public service of the University of Tennessee shall provide technical assistance in the design and management of a recycling program to each county, municipality, authority or region which requests assistance.

Credits

1991 Pub.Acts, c. 451, § 28.

Formerly § 68-31-864.

T. C. A. § 68-211-864, TN ST § 68-211-864

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-865

§ 68-211-865. Powers and duties

Effective: May 8, 2015

Currentness

(a) The department of general services shall:

(1) Recycle surplus state property to the maximum extent practicable, under the program authorized by this part and under § 12-2-404, that cannot be sold for reuse, notwithstanding the existence of any other law, rules or regulations to the contrary;

(2) Revise product specifications to require, to the extent economically feasible, the procurement of recycled products or products with recycled content;

(3) Encourage all departments of state government to purchase products with recycled content or recyclable products from state contracts;

(4) Encourage county governments to purchase materials with recycled content from state contracts in transactions under title 12, chapter 3, part 10; and

(5) Effect procurement contracts that are subject to competitive bidding using specifications revised according to subdivision (a)(2).

(b) The department of environment and conservation shall:

(1) Expand to the maximum extent practicable the department's state recycling program for paper, aluminum cans and bottles;

(2) Expand the department's state recycling program to the maximum extent practicable to include other kinds of recyclable materials, including, but not limited to, newsprint, plastic bottles, mixed paper and steel cans;

(3) Demonstrate new uses of recovered materials; and

(4) Encourage all state facilities to offer recycling opportunities where practicable, including, but not limited to, increasing the availability of recycling receptacles and conducting employee education.

Credits

1991 Pub.Acts, c. 451, § 32; 2007 Pub.Acts, c. 462, § 14, eff. July 1, 2007; 2015 Pub.Acts, c. 407, § 1, eff. May 8, 2015.

Formerly § 68-31-865.

T. C. A. § 68-211-865, TN ST § 68-211-865

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-866

§ 68-211-866. Whole waste tires; lead acid batteries; used oil

Currentness

(a) No municipal solid waste disposal facility or incinerator shall accept for disposal any whole waste tires, lead-acid batteries or used oil when an operator or attendant either knew, or should have known, of the presence of such prohibited materials; provided, that, subject to other applicable law and regulations, whole waste tires may be incinerated.

(b) Each county shall provide directly, by contract or through a solid waste authority at least one (1) site to receive and store waste tires, used automotive oils and fluids, and lead-acid batteries, if adequate sites are not otherwise available in the county for the use of the residents of the county. A single site need not receive all of the items for which collection is required by this section, but all items listed above shall have at least one (1) site for reception and storage in the county. The operator of any such sites provided by a county shall sell and/or cause the transfer of the recyclable materials stored at these sites to a commercial recycler or a regional receiving facility for such wastes as often as is practicable.

Credits

1991 Pub.Acts, c. 451, § 33.

Formerly § 68-31-866.

Notes of Decisions (1)

T. C. A. § 68-211-866, TN ST § 68-211-866

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-867

§ 68-211-867. Waste tire program

Effective: August 5, 2011

Currentness

(a) The department of environment and conservation is directed to develop a program to manage the waste tire program for beneficial end use.

(b) For the purposes of this section, "beneficial end use" includes the following:

(1) Cement manufacturing;

(2) Burning of tire-derived fuel in contained industrial boilers for the capture of energy;

(3) Production of tire-derived fuel, provided the department approves the planned use of the processed tire material;

(4) The crumbling or pyrolysis of tire material, provided the processor provides for the planned use of the processed tire material under such requirements established by the department;

(5) Recreational applications, including, but not limited to, playgrounds, running tracks, and walking paths; or

(6) Any use otherwise deemed appropriate by the department of environment and conservation and for which either the board has promulgated rules or the department has developed and published policies; provided, that this section shall not be construed to require or mandate the use of products or materials resulting from waste tires. The board shall not promulgate any rules, and the department shall not establish any policies mandating the use of products or materials resulting from waste tires. It is the specific intent of the general assembly that any use of products resulting from the waste tire program is entirely voluntary on the part of the end user.

(c)(1) The department is authorized to use funds available from the solid waste management fund to contract directly with an approved beneficial end user or its designated agent for recycling of waste tires. Each beneficial end user or agent awarded such a contract shall demonstrate to the department's satisfaction the ability to provide collection, management and transportation to its facility of all eligible and available waste tires generated within the area or county specified by the department. Any such contract shall be subject to approval by the county legislative body of each county in whose territory the contract shall be

operative. Any such contract shall also require an appropriate performance bond from any entity producing tire-derived fuel or crumbling or pyrolysis of tire material to ensure proper storage, transportation and ultimate sale or disposal of such materials.

(2) From funds available from the solid waste management fund, the department may provide grants to assist counties in locating, collecting and appropriately disposing of waste tires. Any county receiving a grant under this subdivision (c)(2) after July 1, 2000, shall not assess a tipping fee on the waste tires received at a county waste tire collection site so long as the amount of the grant covers the cost of the county's waste tire management program.

(3) From funds available from the solid waste management fund, the department may provide grants to local education agencies, municipalities or counties to utilize recycled shredded tires for recreational applications.

(4) Any county or entity requesting or applying for a grant or entering a contract with the department shall submit, prior to being approved for a grant or contract, a workplan and budget to reflect the expenditures of the grant or contract. The grants or contracts are to fulfill the objective of recycling waste tires and to assure that all expenditures of the contracts, grants, or any additional local tipping fees are not exceeding the cost of the county's waste tire management program.

(d)(1) A landfill shall not accept whole, unshredded waste tires for disposal. Landfill operators shall segregate whole, unshredded waste tires at landfills and provide a temporary storage area for such tires until transported to an appropriate facility to be used for an approved beneficial end use as defined in this section, or the tires are shredded and disposed of pursuant to subdivision (d)(2) and regulations promulgated by the board.

(2) A county may not dispose of shredded waste tires in a landfill after July 1, 2002, if the county's net cost for shredding, transporting and disposing of waste tires exceeds the cost of an available beneficial end use. Nothing in this subsection (d) shall prohibit a county from electing to participate in a beneficial end use for waste tires at a cost that exceeds the county's net cost for shredding, transporting and disposing of waste tires in a landfill.

Credits

1991 Pub.Acts, c. 451, § 36; 1992 Pub.Acts, c. 693, § 24; 1996 Pub.Acts, c. 846 § 40, eff. July 1, 1996; 1998 Pub.Acts, c. 587, § 1, eff. March 11, 1998; 2007 Pub.Acts, c. 462, §§ 15 to 17, 19, eff. July 1, 2007.

Formerly § 68-31-867.

T. C. A. § 68-211-867, TN ST § 68-211-867
Current through end of the 2015 First Reg. Sess.

West's Tennessee Code Annotated

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T. C. A. § 68-211-868

§§ 68-211-868 to 68-211-870. Reserved

Currentness

T. C. A. § 68-211-868, TN ST § 68-211-868

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T. C. A. § 68-211-870

§§ 68-211-868 to 68-211-870. Reserved

Currentness

T. C. A. § 68-211-870, TN ST § 68-211-870

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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-871

§ 68-211-871. Reports; injunctions

Effective: August 5, 2011

Currentness

(a) The department shall make available on its web site, by January 1 of each year, the forms and information to be used by the regions to file an annual progress report. Each region shall submit the annual report to the commissioner by March 31 for the immediately preceding calendar year, in a format to be determined by the commissioner, which will include data on the following:

(1) Collection;

(2) Recycling;

(3) Transportation;

(4) Disposal;

(5) Public costs; and

(6) Any other information that the board, by rule, deems relevant to solid waste planning and management.

(b) After approval of the plan required by § 68-211-814, the commissioner shall require that a region submit an annual progress report on implementation of such plan in conjunction with the annual report required by this section.

(c) The region may require each person actively and regularly engaged in the collection, transportation and disposal of municipal solid waste, or the recovery or recycling of materials, in the county or counties constituting the region to provide any information necessary for the region to comply with the reporting requirements of this section.

(d) The region may bring an action for mandatory injunction in the chancery court against any person failing to properly report in accordance with this section in order to compel compliance. The region shall be entitled to recover all costs and attorney's fees from any person failing to comply with the reporting requirements of this section.

§ 68-211-871. Reports; injunctions, TN ST § 68-211-871

(e) Any person operating a recovered materials processing facility shall report annually the quantities of recovered materials processed at that facility, by type of material, directly to the department or its designee, in a manner approved by the department. The department may enter into agreements with private recycling organizations to facilitate the gathering of such information. Such information shall be treated as proprietary information but may be compiled and reported in cumulative statewide totals, by type of recovered material. Such information may not be released to the public in such a manner as to identify it with an individual recovered materials processing facility. A recovered materials processing facility which fully complies with the reporting requirements of this subsection (e) shall not be subject to the reporting requirements of subsection (c), for information solely related to the operation of the recovered materials processing facility.

Credits

1991 Pub.Acts, c. 451, § 49; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995; 1996 Pub.Acts, c. 846, § 41, eff. July 1, 1996; 2007 Pub.Acts, c. 462, § 18, eff. July 1, 2007.

Formerly § 68-31-871.

T. C. A. § 68-211-871, TN ST § 68-211-871
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Chapter 211. Solid Waste Disposal (Refs & Annos)

Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-872

§ 68-211-872. Data base

Currentness

The commissioner shall establish and maintain a statewide solid waste planning and management data base which can aggregate and analyze county reports on waste generation, collection, recycling, transportation, disposal and costs.

Credits

1991 Pub.Acts. c. 451, § 50; 1995 Pub.Acts. c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-872.

T. C. A. § 68-211-872, TN ST § 68-211-872

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-873

§ 68-211-873. Reports

Currentness

The department shall prepare an annual report to the governor and general assembly on the state's solid waste management system.

Credits

1991 Pub.Acts, c. 451, § 51; 1995 Pub.Acts, c. 501, § 3, eff. June 12, 1995.

Formerly § 68-31-873.

T. C. A. § 68-211-873, TN ST § 68-211-873

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Part 8. Solid Waste Management Act of 1991 (Refs & Annos)

T. C. A. § 68-211-874

§ 68-211-874. Accounts and accounting

Effective: March 26, 2013

Currentness

(a) Each county, solid waste authority and municipality shall account for financial activities related to the management of solid waste in accordance with generally accepted accounting principles (GAAP). The activities related to the management of solid waste must be accounted for in either a special revenue or enterprise fund, unless explicitly prohibited by GAAP. Where GAAP prohibits the use of a special revenue or enterprise fund, the solid waste financial activities may be individually accounted for in the general fund, as a separate department, program or function and sufficient detail shall be reported in the annual financial report to identify all applicable revenues and expenditures related to the management of solid waste. Any county, solid waste authority or municipality that operates a landfill and/or incinerator shall account for financial activities related specifically to that landfill and/or incinerator in an enterprise fund. Each county, solid waste authority and municipality shall use a uniform solid waste financial accounting system and chart of accounts developed by the comptroller of the treasury.

(b) The comptroller of the treasury is directed to develop a uniform financial accounting system conforming to generally accepted accounting principles for use as required by this section.

(c) Such uniform accounting system shall be subject to the approval of the commissioner of finance and administration. Upon such approval, each county shall establish and maintain the uniform solid waste financial accounting system.

(d) No state funds for solid waste management shall be released to a county, solid waste authority or municipality unless financial activities related to the management of solid waste are accounted for in accordance with GAAP. The activities related to the management of solid waste must be accounted for in either a special revenue or enterprise fund unless explicitly prohibited by GAAP. Where GAAP prohibits the use of a special revenue or enterprise fund, the solid waste financial activities may be individually accounted for in the general fund as a separate department, program or function and sufficient detail shall be reported in the annual financial report to identify all applicable revenues and expenditures related to the management of solid waste. No state funds for solid waste management shall be released to a county, solid waste authority or municipality that operates a landfill and/or incinerator unless financial activities related to that landfill and/or incinerator are accounted for in an enterprise fund.

Credits

1991 Pub.Acts, c. 451, § 52; 1992 Pub.Acts, c. 759, §§ 1, 2; 2013 Pub.Acts, c. 49, §§ 1, 2, eff. March 26, 2013.

Formerly § 68-31-874.

§ 68-211-874. Accounts and accounting, TN ST § 68-211-874

T. C. A. § 68-211-874, TN ST § 68-211-874
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West's Tennessee Code Annotated
Title 5. Counties
Chapter 14. County Purchasing
Part 1. County Purchasing Law of 1957

T. C. A. § 5-14-101

§ 5-14-101. Short title

Currentness

This part shall be known and may be cited as the "County Purchasing Law of 1957."

Credits

1957 Pub.Acts, c. 312, § 1.

Formerly § 5-1401.

Notes of Decisions (1)

T. C. A. § 5-14-101, TN ST § 5-14-101

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West's Tennessee Code Annotated

Title 5. Counties

Chapter 14. County Purchasing

Part 1. County Purchasing Law of 1957

T. C. A. § 5-14-102

§ 5-14-102. County election

Currentness

(a) This part shall be local in effect and shall become effective in a particular county upon the contingency of a two-thirds (#) vote of the county legislative body or other governing body of the county approving this law, or upon the contingency of the majority of the voters casting votes in any election held for this purpose approving this law.

(b)(1) The procedure for elections held for the purpose of approving this law shall be that the county election commission shall call and conduct an election within thirty (30) days after receiving a petition signed by ten percent (10%) of the qualified voters of the county, stating that they favor this law and requesting that an election be held in the county on the subject.

(2) The number of qualified voters in the county is deemed to be the total number of votes cast for all candidates for governor in the last general election, or upon a resolution of the county legislative body, or other governing body, duly certified to the election commission, requesting such an election.

(3) In such an election, the propositions to be voted upon shall be stated on the ballot on separate lines in the following manner: "For the County Purchasing Law of 1957" and "Against the County Purchasing Law of 1957."

Credits

1957 Pub.Acts, c. 312, § 2.

Formerly § 5-1402.

T. C. A. § 5-14-102, TN ST § 5-14-102

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Title 5. Counties

Chapter 14. County Purchasing

Part 1. County Purchasing Law of 1957

T. C. A. § 5-14-103

§ 5-14-103. Purchasing agent

Effective: July 10, 2015

Currentness

(a) The county mayor of any county that has adopted this part shall appoint, with the approval of the county legislative body or other governing body, a purchasing agent who shall be a county employee.

(b) A purchasing agent shall be qualified by training and experience to perform the purchasing agent's duties in a proficient manner and in accordance with generally recognized principles of governmental purchasing and in accordance with this part.

(c)(1) Before assuming the purchasing agent's duties, a purchasing agent shall execute a corporate surety bond, the amount of which shall be established by the county mayor at not less than one hundred thousand dollars (\$100,000).

(2) The bond shall be prepared in accordance with title 8, chapter 19, approved by the county legislative body, recorded in the office of the county register of deeds and transmitted to the office of the county clerk for safekeeping.

(3) The premium for such bond shall be paid from the county general fund.

(d) The compensation of the purchasing agent, which shall not be in excess of compensation allowed county officials in accordance with §§ 8-24-101 and 8-24-102, shall be set annually by the county legislative body or other governing body; and the amount of such compensation, the compensation of such clerks and assistants as may be needed, and the other necessary expenses of this office shall be provided for by annual appropriation made by the county legislative body or other governing body from the county general fund.

(e) The purchasing agent has the power, in accordance with such regulations as may be established by the county mayor, to appoint and remove the purchasing agent's assistants, to prescribe their duties, and to fix their salaries within the limits of the annual appropriation made therefor.

Credits

1957 Pub.Acts, c. 312, § 3; 1998 Pub.Acts, c. 677, § 4, eff. July 1, 1998; 2013 Pub.Acts, c. 315, §§ 13, 14, eff. April 29, 2013.

T. C. A. § 5-14-103, TN ST § 5-14-103

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T. C. A. § 5-14-104

§ 5-14-104. Purchasing agent; office

Currentness

(a) Necessary office space and equipment for the use of the purchasing agent shall be provided and maintained at the county seat of such county.

(b) Such office shall be open for business during the usual hours observed by other officials of the county government.

Credits

1957 Pub.Acts, c. 312, § 14.

Formerly § 5-1404.

T. C. A. § 5-14-104, TN ST § 5-14-104

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T. C. A. § 5-14-105

§ 5-14-105. Purchasing agent; powers and duties

Currentness

The county purchasing agent has exclusive power and it is the purchasing agent's duty to:

- (1) Contract for and purchase all supplies, materials, equipment and contractual services required by each and every official, agency, office, department or employee of the county government, or that is supported by, or under control of, the county government and that expends or encumbers any of the county's funds. No other official, employee or agent of the county or of any of its departments or agencies shall be authorized to contract for or purchase any such materials, supplies, equipment or contractual services;
- (2) Arrange for the rental of machinery, buildings or equipment when the rents are to be paid out of funds belonging to the county or any department, institution or agency thereof; and no other official, employee or agent of the county shall have the right or power to make any contract for such rental;
- (3) Transfer materials, supplies and equipment to or between county departments and agencies as may be needed for the proper and efficient administration of the county government; and
- (4) Have charge of any central storeroom or central mailing room or similar services that may hereafter be established for the efficient and economical handling of the county's business.

Credits

1957 Pub.Acts, c. 312, § 4.

Formerly § 5-1405.

T. C. A. § 5-14-105, TN ST § 5-14-105

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Title 5. Counties

Chapter 14. County Purchasing

Part 1. County Purchasing Law of 1957

T. C. A. § 5-14-106

§ 5-14-106. Purchasing commission

Currentness

(a) A county purchasing commission is hereby created.

(b)(1) The commission shall consist of five (5) members, one (1) of whom shall be the county mayor; the remaining four (4) shall be appointed by the county mayor with the approval of the county governing body.

(2) The members of the commission need not be members of the county governing body.

(c) Such commission shall elect its own chair and shall meet from time to time as it may deem necessary for the discharge of its duties.

(d) It is the duty of the commission to assist the purchasing agent in the determination of overall purchasing policies and in the establishment and promulgation, in accordance with this part, of rules, regulations and procedures to be followed in the making of purchases and contracts for purchase for the county. The actual administration of such activity shall be the sole responsibility of the purchasing agent.

Credits

1957 Pub.Acts, c. 312, § 5.

Formerly § 5-1406.

Notes of Decisions (2)

T. C. A. § 5-14-106, TN ST § 5-14-106

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Chapter 14. County Purchasing

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T. C. A. § 5-14-107

§ 5-14-107. Rules and regulations

Effective: July 10, 2015

Currentness

The county purchasing agent, with the assistance of the county purchasing commission, shall adopt, promulgate, and may from time to time amend, rules and regulations for the purchase of supplies, materials, equipment and contractual services and specifically for the following purposes:

- (1) Authorizing in writing any department, official or agency of the county government to make purchases in the open market for immediate delivery in emergencies, defining such emergencies, describing the manner in which such emergency purchases shall be made and promptly afterward reported to the county purchasing agent;
- (2) Prescribing the manner in which supplies, materials and equipment shall be requisitioned, purchased, delivered, stored and distributed, and providing that such shall be conducted in accordance with this part;
- (3) Prescribing the dates for submitting requisitions and estimates, the future period they are to cover, the form in which they are to be submitted, the manner of their authentication, and their revision by the county purchasing agent;
- (4) Prescribing the manner of inspecting all deliveries of supplies, materials and equipment, and of making or procuring chemical and physical tests of samples submitted with bids and samples of deliveries to determine compliance with specifications;
- (5) Requiring periodical and special reports by county departments, agencies, and employees of stocks of surplus, unusable or obsolete supplies and equipment on hand and prescribing the form of such reports;
- (6) Providing for the transfer to or between county departments and agencies of supplies and equipment on hand, that are surplus with one (1) department or agency, but that may be needed by another or others, and for the disposal by sale, after receipt of competitive bids, of supplies, materials and equipment that are obsolete or unusable;
- (7) Determining whether a deposit or bond is to be submitted with a bid on a purchase contract or sale, and if required, prescribing the amount and form thereof, and providing that such surety shall be forfeited if the successful bidder refuses to enter into contract ten (10) days after the award;
- (8) Prescribing the manner in which invoices for supplies, materials, equipment and contractual services delivered to any and all departments, agencies and offices of the county shall be submitted, examined and approved;

(9) Providing for all other such matters as may be necessary to give effect to the foregoing rules and to this part; and

(10) Prescribing the manner in which public auctions for the sale of county-owned property, real or personal, that has become surplus, obsolete or unusable shall be conducted.

Credits

1957 Pub.Acts, c. 312, § 4; 1984 Pub.Acts, c. 647, § 1.

Formerly § 5-1405.

T. C. A. § 5-14-107, TN ST § 5-14-107

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T. C. A. § 5-14-108

§ 5-14-108. Bidding

Effective: July 10, 2015

Currentness

(a)(1) All purchases of and contracts for purchases of supplies, materials, equipment and contractual services, and all contracts for the lease or rental of equipment, and all sales of county-owned property that has become surplus, obsolete or unusable, shall be based wherever possible on competitive bids.

(2) Contracts for legal services, auditing services by certified public accountants, and similar services by professional persons or groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the basis of recognized competence and integrity.

(3) Bids need not be required for services for which the rate or price is fixed by a public authority authorized by law to fix such rates or prices.

(4) The prohibition in this subsection (a) against competitive bidding shall not prohibit the county from interviewing eligible persons or groups to determine the capabilities of such persons or groups.

(b) The county may purchase materials, supplies, commodities and equipment from any federal, state or local governmental unit or agency, without conforming to the competitive bidding requirements of this part.

(c)(1) If the amount of the expenditure or sale is estimated to exceed five hundred dollars (\$500), sealed bids shall be solicited, unless the county legislative body by resolution establishes a higher amount not to exceed ten thousand dollars (\$10,000).

(2) The county legislative body by resolution may exempt perishable commodities from the requirements of sealed or competitive bidding when such items are purchased in the open market.

(3) The county purchasing agent shall solicit sealed bids by public notice inserted at least once in a newspaper of county-wide circulation, five (5) days prior to the final date for submitting bids or by posting notices on a public bulletin board in the county courthouse.

(4) The county purchasing agent shall also, when deemed necessary or desirable, solicit sealed bids by sending requests by mail to prospective suppliers.

(5) All such notices shall include a general description of the commodities or contractual services to be purchased or property to be sold, and shall state where bid blanks and specifications may be obtained and the time and place of opening bids.

(d)(1) All purchases or sales in amounts that do not require bid solicitation pursuant to subsection (c) may be made by the county purchasing agent in the open market without newspaper notice, but shall whenever possible be based upon at least three (3) competitive bids.

(2) Requisitions for items estimated to cost an amount such as to require public newspaper notice shall not be subdivided in order to circumvent the requirement for public newspaper notice as herein provided.

(3) All sales by the purchasing agent shall be made to the highest responsible bidder.

(e) Bids on purchases shall in all cases be based on such standards as may be adopted and promulgated by the county purchasing agent and approved by the county purchasing commission.

(f) All open market purchase orders or contracts made by the county purchasing agent or in extreme emergencies by any county department or agency shall be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the county government, and the delivery terms. Any or all bids may be rejected for good cause.

(g) All bids taken under the requirements of this part, and all other documents, including purchase orders, pertaining to the award of contracts on such bids, shall be preserved for a period of five (5) years.

(h) If all bids received on a pending contract are for the same unit price or total amount, the county purchasing agent shall have authority to reject all bids and to purchase the required supplies, materials, equipment or contractual services in the open market; provided, that the price paid in the open market does not exceed the bid price.

(i) All sealed bids received shall be opened publicly at the time and place fixed in the advertisement. Each bid, with the name and address of the bidder, shall be entered on a record, and each record with the names of the bidders, the amounts of their bids, and the name of the successful bidder indicated thereon, shall, after the award or contract or order, be open to public inspection.

(j) All contracts shall be approved as to form by the county attorney, and the original copy of each long-term contract shall be filed with the county clerk.

(k) No purchase shall be made or purchase order or contract of purchase issued but in consequence of a written requisition for the supplies, materials, equipment or contractual services required, which requisition shall be signed by the head of the department, office or agency of the county requiring such articles or services. Original copies of all such requisitions shall be kept on file in the office of the county purchasing agent.

(l) No purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.

(m)(1) The county purchasing agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made that extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body.

(2) In the determination of the county's annual needs of certain commodities or services, or both, the county purchasing agent may request the various departments, offices and agencies of the county government to anticipate their needs for the remainder of the fiscal year and to issue their requisitions based upon such estimates.

(n)(1) Perishable commodities, at the election of the local governing body, may be exempted from the requirements of public advertisements and competitive bidding when such items are purchased in the open market.

(2) A record of all such purchases shall be made by the purchasing agent and shall specify the amount paid, the items purchased, and from whom the purchase was made.

(3) A report of such purchases shall be made to the county mayor and the governing body of the county at frequencies specified by the governing body.

(4) Fuel and fuel products may be purchased in the open market without public newspaper notice, but shall whenever possible be based on at least three (3) competitive bids. Fuel and fuel products may be purchased from the department of general services' contract where available.

(5) This subsection (n) shall apply to any county having a population of not less than seventy-seven thousand seven hundred (77,700) nor more than seventy-seven thousand eight hundred (77,800), according to the 1980 federal census or any subsequent census, if it is approved by a two-thirds (#) vote of the county legislative body of any county to which it may apply.

(o)(1) All sales of county-owned property, real or personal in nature, that has become surplus, obsolete or unusable shall be made by public auction or by sealed bid under this section, in the discretion of the purchasing agent or responsible official. "Public auction" includes sale by Internet auction.

(2) The county purchasing agent shall give public notice of such auction by inserting at least once in a newspaper of county-wide circulation or by posting on a public bulletin board in the county courthouse at least five (5) days prior to the date of such auction, a notice specifying the auction date, time, place, property to be sold and terms of such auction.

(3) This subsection (o) does not apply to any books, recordings, or other material previously in general circulation at a county public library; provided, however, that the county public library shall conduct a public sale of surplus, obsolete or otherwise unusable books, recordings or other materials previously in general circulation at the county public library and shall give public

notice of such sale by inserting at least once in a newspaper of county-wide circulation, by posting such sale on a web site maintained by the county, or by posting on a public bulletin board in the county courthouse and at the county public library at least five (5) days prior to the date of such sale, a notice specifying generally that such a sale shall occur, including the dates, times, places, and terms of such sale.

(4) Notwithstanding any other law, a procedure may be established upon approval by resolution or ordinance, by a two-thirds (#) majority vote of the county legislative body, to provide the purchasing agent, upon request of the county mayor, the authority to declare county owned personal property with an accumulative estimated value of one thousand dollars (\$1,000) or less surplus, obsolete, or unusable personal property and to dispose of the personal property, at the purchasing agent's discretion, by selling the personal property on the open market or by gift, trade, or barter to a nonprofit or charitable organization properly incorporated under the laws of this state and in which no part of the net earnings of the organization inures or may lawfully inure to the benefit of any private shareholder or individual and that it provides services benefiting the general welfare of the residents of the county. Items having an accumulative estimated value that exceeds one thousand dollars (\$1,000) shall not be subdivided in order to circumvent the requirement for public notice or receipt of sealed bids or selling the property through public or Internet auction. The purchasing agent shall keep all records of transactions of the disposal of personal property under this subdivision (o)(4) for a minimum of five (5) years.

(p) In any county having a population of not less than one hundred seven thousand one hundred (107,100) nor more than one hundred seven thousand two hundred (107,200), according to the 2000 federal census or any subsequent federal census, the county may purchase and enter into contracts for group health insurance for county employees and officials without conforming to the competitive bidding requirements of this part. This subsection (p) shall only be implemented in any county to which this subsection (p) applies upon the adoption of a resolution by a two-thirds (#) vote of the county legislative body of such county.

Credits

1957 Pub.Acts, c. 312, § 7; 1963 Pub.Acts, c. 367, § 1; 1975 Pub.Acts, c. 53, § 1; 1977 Pub.Acts, c. 119, §§ 1, 2; 1977 Pub.Acts, c. 288, § 1; 1984 Pub.Acts, c. 604, § 1; 1984 Pub.Acts, c. 647, §§ 2 to 5; 1984 Pub.Acts, c. 822, § 1; 1984 Pub.Acts, c. 895, §§ 1, 2; 1988 Pub.Acts, c. 770, §§ 1, 2; 1995 Pub.Acts, c. 179, § 1, eff. July 1, 1995; 2004 Pub.Acts, c. 500, § 1, eff. April 12, 2004; 2006 Pub.Acts, c. 509, § 1, eff. March 24, 2006; 2007 Pub.Acts, c. 122, § 1, eff. May 10, 2007; 2007 Pub.Acts, c. 135, § 1, eff. May 10, 2007; 2007 Pub.Acts, c. 415, § 1, eff. June 11, 2007; 2009 Pub.Acts, c. 173, §§ 1, 2, eff. May 7, 2009; 2010 Pub.Acts, c. 974, § 1, eff. July 1, 2010; 2013 Pub.Acts, c. 162, § 1, eff. April 16, 2013.

Formerly § 5-1408.

Notes of Decisions (4)

T. C. A. § 5-14-108, TN ST § 5-14-108
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T. C. A. § 5-14-109

§ 5-14-109. Certification

Currentness

Except in emergencies, no order for delivery on a contract or open market order for supplies, materials, equipment or contractual services for any county department or agency shall be awarded unless it shall be first certified by the director of accounts and budgets, or other county official or employee in charge of the central accounting records of the county that the unencumbered balance in the appropriation chargeable with such purchase in excess of all unpaid obligations, is sufficient to defray the entire cost of such order or contract.

Credits

1957 Pub.Acts, c. 312, § 8.

Formerly § 5-1409.

T. C. A. § 5-14-109, TN ST § 5-14-109

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T. C. A. § 5-14-110

§ 5-14-110. Emergency purchases

Currentness

(a) The county purchasing agent may authorize any department or agency of the county government to purchase in the open market, without filing requisition or estimate, any supplies, materials or equipment for immediate delivery in actual emergencies arising from unforeseen causes, including delays by contractors, delays in transportation, and unanticipated volume of work; but such emergencies shall not include conditions arising from neglect or indifference in anticipating normal needs.

(b)(1) Such direct emergency purchases, however, may only be made by department or agency heads at times when the office of the county purchasing agent is closed.

(2) At all other times, only the county purchasing agent shall make these purchases.

(3) A report of such emergency purchase, when made by a department or agency head, together with a record of the competitive bids secured and upon which it was based, shall be submitted in writing to the county purchasing agent before the close of the next working day following the date of such purchase, by the head of the county department or agency concerned, together with a full and complete account of the circumstances of such emergency.

(4) Such report shall be kept on file and shall be open to public inspection.

Credits

1957 Pub.Acts, c. 312, § 9.

Formerly § 5-1410.

T. C. A. § 5-14-110, TN ST § 5-14-110

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T. C. A. § 5-14-111

§ 5-14-111. Written orders

Effective: July 10, 2015

Currentness

(a) Each purchase order or contract issued or executed pursuant to this chapter shall be evidenced by a written order signed by the county purchasing agent, which shall give all significant details respecting such order or contract.

(b) A copy of such order shall be furnished the vendor, one (1) copy shall be furnished to the county accounting department, and at least two (2) copies shall be retained in the office of the county purchasing agent, one (1) of such copies to be filed in numerical order and the other alphabetically.

Credits

1957 Pub.Acts, c. 312, § 11.

Formerly § 5-1411.

T. C. A. § 5-14-111, TN ST § 5-14-111

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T. C. A. § 5-14-112

§ 5-14-112. Standards

Currentness

(a) It is the duty of the county purchasing agent to:

(1) Classify the requirements of the county government for supplies, materials and equipment;

(2) Adopt as standards the smallest number of quantities, sizes and varieties of such supplies, materials and equipment consistent with the successful operation of the county government; and

(3) Prepare, adopt and promulgate written specifications describing such standards.

(b)(1) In the preparation and revision of such standards, the county purchasing agent shall seek the advice, assistance and cooperation of the county departments and agencies concerned, to ascertain their precise requirements.

(2) Each specification adopted for any commodity shall, insofar as possible, satisfy the requirements of the majority of the county departments and agencies that use the same.

Credits

1957 Pub.Acts, c. 312, § 12.

Formerly § 5-1412.

T. C. A. § 5-14-112, TN ST § 5-14-112

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T. C. A. § 5-14-113

§ 5-14-113. County's liability

Effective: July 10, 2015

Currentness

The county shall be liable for the payment of all purchases of supplies, materials, equipment and contractual service made in accordance with this chapter, but shall not be liable for the payment of such purchases made contrary to its provisions.

Credits

1957 Pub.Acts, c. 312, § 13.

Formerly § 5-1413.

T. C. A. § 5-14-113, TN ST § 5-14-113

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KeyCite Red Flag - Severe Negative Treatment

Unconstitutional or Preempted Held Unconstitutional by State v. Whitehead, Tenn.Crim.App., Sep. 26, 2000

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T. C. A. § 5-14-114

§ 5-14-114. Conflict of interest

Currentness

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

Credits

1957 Pub.Acts, c. 312, § 10; 1989 Pub.Acts, c. 591, § 18.

Formerly § 5-1414.

Editors' Notes

VALIDITY

<For validity of this section, see State v. Whitehead, 2000, 43 S.W.3d 921. >

Notes of Decisions (7)

T. C. A. § 5-14-114, TN ST § 5-14-114

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T. C. A. § 5-14-115

§ 5-14-115. Application to education

Effective: July 10, 2015

Currentness

(a) This part shall not apply to county school funds for any purpose, the county board of education and the county director of schools, unless approved by the commissioner of education.

(b) Upon request by a majority vote of the local board of education and with the approval of the commissioner of education, applicability of this part as it applies to county school funds shall cease to be effective.

Credits

1957 Pub.Acts, c. 312, § 14a; 1982 Pub.Acts, c. 809, § 1.

Formerly § 5-1415.

T. C. A. § 5-14-115, TN ST § 5-14-115

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T. C. A. § 5-14-116

§ 5-14-116. Effect on other law

Currentness

This part is not exclusive and shall not prevent the adoption of amendments to existing special or local purchasing laws, or the enactment of special or local purchasing acts.

Credits

1957 Pub.Acts, c. 312, § 15.

Formerly § 5-1416.

T. C. A. § 5-14-116, TN ST § 5-14-116

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PURCHASING PROCEDURES

CITY OF LENOIR CITY, TENNESSEE

Adopted: November 11, 1991
Amended: September 23, 1996
Amended: February 24, 1997
Amended: August 25, 1997
Amended: June 14, 1999
Amended: March 26, 2001
Amended: March 14, 2011
Amended: October 26, 2015

PURCHASING PROCEDURES

CITY OF LENOIR CITY, TENNESSEE

The City Administrator shall act as Purchasing Agent for the City of Lenoir City, Tennessee, with power, except as set out in these procedures, to purchase materials, supplies, equipment; secure leases and lease-purchases; and dispose of and transfer surplus property for the proper conduct of the City business. All contracts, leases, and lease-purchase agreements extending beyond the end of any fiscal year must have prior approval of the governing body. If there is no City Administrator, the Recorder/Treasurer shall act as Purchasing Agent.

The Purchasing Agent shall have the authority to make purchases, leases, and lease purchases of less than Twenty-five Thousand Dollars (\$25,000.00) singly or in the aggregate during any fiscal year, and except as otherwise provided herein, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase. Competitive bids or quotations for the purchase of items which cost less than One Thousand Dollars (\$1,000.00) are desirable but not mandatory. All competitive bids or quotations received shall be recorded and maintained in the office of the Purchasing Agent for a minimum of Two (2) years after audit. When quotations received shall be listed upon that document prior to the issuance of the purchase order. Awards shall be made to the lowest responsible bidder.

Purchases amounting to Twenty-five Thousand Dollars (\$25,000.00) or more, which do (not) require public advertising and sealed bids of proposals, may be allowed only under the following circumstances and, except as otherwise provided herein, when such purchases are approved by the governing body:

- (1.) Sole source of supply or proprietary products as determined after complete search by using department and the Purchasing Agent, with City Council approval.
- (2.) Emergency expenditures with subsequent approval of the Purchasing Agent.

- (3.) Investments in or purchases from the pooled investment fund established pursuant to TCA- 9-17-105 (State Investment Pool).
- (4.) Purchases from instrumentalities created by two (2) or more cooperating governments.
- (5.) Purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods or services specifically to municipalities.
- (6.) Purchases, leases, or lease-purchases of real property.
- (7.) Purchases, leases, or lease-purchases, from any federal, state, or local governmental unit or agency, of second-hand articles or equipment or other materials, supplies, commodities, and equipment.
- (8.) Purchases through other unite of governments as authorized by the Municipal Purchase law of 1983.
- (9.) Purchases directed through or in conjunction with the State Department of General Services.
- (10.) Purchases from Tennessee state Industries.
- (11.) Professional Service Contracts as provided in TCA 12-4-407.
- (12.) Tort Liability Insurance as provided in TCA 12-4-407.
- (13.) Purchases of fuels, fuel projects, or perishable commodities.

The Purchasing Agent shall be responsible for compliance with these procedures and the Municipal Purchasing Law of 1983, as amended, including required records and reports, as if they were set out herein and made a part hereof and within definitions of words and phrases from the law as herein defined.

RELATIONS OF OTHER DEPARTMENTS

WITH THE PURCHASING DEPARTMENT

The Purchasing Department is a service agency for all other departments of City. The purchasing function is a service, and the mutual benefits derived, for the good of city, depend upon cooperation of each department with the others. This manual is a guide to help the departments do their part and point out their responsibility in purchasing.

Purchasing Department's Responsibility

- (1.) To aid and cooperate with all departments in meeting their needs for operating supplies, equipment, and services.
- (2.) To process all requisitions with the least possible delay.
- (3.) To procure a product that will meet the department's requirements at the least cost to city.
- (4.) To know the source and availability of needed products and services and maintain current vendor files.
- (5.) To obtain prices on comparable materials after receipt of departmental requisition.
- (6.) To select vendors, prepare purchase orders, and process and maintain order and requisition files.
- (7.) To search for new and improved sources of supplies and services.
- (8.) To assist in preparation of specifications and to maintain specification and historical performance files.
- (9.) To prepare and advertise request for bids and maintain bid files.
- (10.) To keep items in stores in sufficient quantities to meet normal requirements of city for a reasonable length of time within space availability.
- (11.) To investigate and document complaints about merchandise and services for future reference.
- (12.) To transfer or dispose of surplus property.

Using Department's Responsibility

- (1.) To allow ample lead time for the Purchasing Department to process the requisition and issue the purchase order, while permitting the supplier time to deliver the needed items.
- (2.) To prepare a complete and accurate description of materials to be purchased.
- (3.) To assist the Purchasing Department by suggesting sources of supply.
- (4.) To plan purchases in order to eliminate avoidable emergencies.
- (5.) To initiate specification preparation as items to be bid.

- (6.) To inspect merchandise upon receipt, and complete a receiving report noting any discrepancies in types, numbers, condition, or quality of goods.
- (7.) To advise Purchasing Department of defective merchandise or dissatisfaction with vendor performance.
- (8.) To advise Purchasing Department of surplus property.

PURCHASING FORMS AND METHODS

PURCHASE REQUISITION

Purpose

The purchase requisition serves to inform the Purchasing Department of the needs of the using department and to correctly define the material or service requested. A requisition is required for purchases, requesting price information, initiating a bid request, and for requesting governing body approval on major expenditures.

When Prepared

Requisitions shall be prepared far enough in advance to enable the Purchasing Department to obtain competitive prices and to allow sufficient time for the vendor to make delivery. If the requisition is \$500.00 or more, a purchase order is required.

Who Prepares the Requisition

Requisitions shall originate in the using department and be signed by the requisitioner and department head. The department head shall file with the Purchasing Department a certified memorandum listing those who are authorized to sign a requisition.

How to Prepare

A properly processed purchase requisition must contain the following information:

- (a.) Date issued- the date the requisition is prepared.

- (b.) Date Wanted- state a definite delivery date. "AT ONCE, ASAP, AND RUSH" are vague instructions and do not give the Purchasing Department sufficient information. Prepare far enough in advance to avoid emergencies.
- (c.) Requisition Numbers- place the sequential number in this area if your department keeps a numerical requisition file.
- (d.) Department- the complete name of the using department.
- (e.) Requisitioner- signature of the person initiating the purchase request.
- (f.) Department head- signature of the department head.
- (g.) Suggested Vendors- if there are more than four (4) suggested vendors, the department head should list on a separate sheet.
- (h.) To be delivered to- Be specific. If vague or indefinite, confusion may result in costly delays.
- (i.) Item No. - Numerical order of items listed.
- (j.) Quantity- the number required.
- (k.) Unit- dozen, lineal fee, gallons, etc.
- (l.) Description- Give a clear description of the items desired as to size, color, type, etc. If the purchase is of a technical nature, specification should be attached to the requisition. If the item cannot be described without a great amount of detail, a brief description should be given, followed by a trade name and model number of an acceptable item "or approved equal". Requisitions must not give specifications that will favor one supplier to the exclusion of any others.

Note: Incomplete information in this area will result in the requisition being returned to the using department for clarification.

- (m.) Account to be Charged- complete budgetary code.
- (n.) Unit Price- price for each individual item.
- (o.) Amount- a total of quantity times unit price.

Routing of Requisitions

Prepare three copies of the purchase requisition. Send the original and one copy to the Purchasing Department and retain the third copy in departmental files. After the Purchasing Department has received least three (3) quotations or bids and determined total cost of the merchandise, the cost will be listed on the original and one copy of the requisition: these copies shall be forwarded to the finance officer. The finance officer shall certify, by signature, that the proper account has been charged and the availability of budgetary and cash funds. The original requestor shall then be returned to the Purchasing Department and the copy filed in the office of the finance officer.

General Information

A requisition must be completed before a purchase is made, except as otherwise provided herein. The Purchasing Department will obtain prices for any needed item after receipt of a departmental requisition. All requests for prices will be processed in this manner.

Suggested vendors will be of great assistance to the Purchasing Department and will be given full consideration. This information will allow the Purchasing Department to process the requisition more rapidly.

Approximate cost of items will enable Purchasing to determine if bids are required.

If a requisition is incomplete or improperly prepared, the Purchasing Department shall return it to the using department for completion. An incomplete requisition could cause unnecessary delays.

The requisitioner shall not split orders to circumvent any provision of the charter, this manual or any policy established by City nor shall requisitions be submitted for the sole purpose of using up budgetary balances.

Expediting Orders

If a company is awaiting a purchase order to process a rush order, the words EXPEDITE IMMEDIATELY must be placed in the body of the requisition. The

Purchasing Department will then contact the vendor and supply a purchase order number. This process will be the exception rather than the rule.

Insufficient Funds

If it is determined by the finance officer that the account lacks a sufficient budget, it will be referred to the Purchasing Agent, who will notify the Department Head.

Purchase Order

Purpose

A purchase order authorizes the seller to ship and invoice the materials and services as specified. Purchase orders shall be written to that they are clear, concise, and complete. This will prevent misunderstanding and unnecessary correspondence with suppliers.

When Prepared

Purchase orders are issued only after an acceptable requisition has been submitted and after approval of the Purchasing Agent and the finance officer. No purchase order will be issued until the finance officer has certified adequate budgetary and cash balances to make the purchase, except as otherwise provided herein. If the requisition is \$250.00 or more, a purchase order is required.

Amended by City Council March 14, 2011: PO \$150.00 to \$250.00

Who Issues the Purchase Order

The Purchasing Department only shall issue purchase orders, except as otherwise provided herein. The using department will not enter into negotiations with suppliers for the purchase of equipment, supplies, materials, services, and other items, except under the emergency purchase procedures and as otherwise provided herein.

How Purchase Orders are Handled

The Purchase Order is made from the approved Requisition and is prepared in Two (2) pink copies.

- a. One copy is sent to the Finance Officer and the proper account encumbered by the amount of the Purchase order.
- b. One copy is retained by the Purchasing Agent and put in a completed file in numerical order.

Cancellations

The Purchasing Department must initiate all cancellations and will issue a purchase order to the next best vendor or renew the purchasing process.

MATERIAL RECEIVING REPORT

Purpose

The material receiving report form is designed to notify the Purchasing Agent and the Finance Officer that item of particular order has been received.

When Prepared

This form is completed immediately upon receipt of materials, supplies, or services.

Who Prepares

The person receiving the merchandise.

How to Prepare

A properly prepared material receiving report must contain the following information:

- a. Purchase order number- the number from the purchase order on which the items were ordered.
- b. From- name of vendor.
- c. Material received by- person receiving the items.

- d. Date received- date the goods are received.
- e. Quantity- number of items received.
- f. Description- brief statement describing items.
- g. Price- unit price from the purchase order.
- h. Per- unit measure foot, lb., etc.
- i. Amount- amount equal to quantity times unit cost.
- j. Freight Charge- amount (if any) charged for delivery.

When any item(s) is not in satisfactory condition, a statement to the condition of the item(s) shall be made in the description column. No statement as to condition in this column shall certify that the item(s) is in satisfactory condition.

Departmental Purchase Orders

Purpose

Departmental Purchase Orders allow the using department to handle small purchases without processing a requisition through the Purchasing Department.

When Used

Departmental Purchase Orders are to be used for the purchase of items which cost \$4,000.00 or less.

Who Prepares the Departmental Order

The department head may fill out a Departmental Purchase Order. The Purchasing Department shall keep a list of persons who are authorized to sign a Departmental Purchase Order for a department head.

How to Prepare

A properly prepared Departmental Purchase Order will contain the following information:

- a. Number No.- Assigned by the Purchasing Department

- b. Date- the date the order was prepared.
- c. Dept.- ordering department.
- d. Vendor- firm or person from who purchase is being made.
- e. Vendor's Address- address of vendor.
- f. Quantity- the amount ordered of each item described.
- g. Description- brief description of item'(s) to be purchases.
- h. Account to be Charged- complete budgetary code of using department.
- i. Price- amount equal to quantity times unit cost.
- j. Purchase Authorized By- signature and title of department head.
- k. Articles or Service Received- signature of person receiving articles or service and date receive

Routing

A Department Purchase Order is a two-part form consisting of the following:

- a. One Copy is sent to the finance officer and the proper account encumbered by the amount of the Purchase Order.
- b. One Copy is retained by the Purchasing Agent and filed in numerical order.

General Information

The department head shall be responsible for holding expenditures within budgetary appropriations and attempt to secure at least three (3) quotations for those items which cost \$5,000.00 or less.

These purchase orders will be numbered and issued to the using department by the Purchasing Department.

It is the responsibility of the department head, considering price and quality, to determine the best source of supply. All local sources should be considered before a purchase is made. The Purchasing Department will assist in vendor selection upon request.

Under no circumstances may multiple forms be used. If the purchase is over the dollar limit, in an effort to avoid filling out a purchase requisition.

Request for Bids

The request for bid form shall be used when deemed necessary by the Purchasing agent. The bid number (#) shall be that number assigned to the firm or individual to which the Request for Bid is forwarded.

Summary of Bids

The summary of bids form shall be used by the Purchasing Department to record quotations. This form shall contain the bids for each purchase and be attached to the pink copy of the purchase order when filled.

Emergency Purchases

Purpose

Emergency purchases are to be made by departments only when normal functions and operations of the department would be hampered by submitting a requisition in the regular manner, or where property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., and are needed immediately.

By whom made

Emergency purchases, either verbal or written, may be made directly by the using department without competitive bids, provided sufficient appropriation has been made to cover such occasions and necessary approvals have been secured.


Who authorizes

The department head may authorize an emergency purchase.

How to make

After determining that a true emergency exists, the following procedure should be used:

- a. Notify the Purchasing Department of the need and nature of the emergency. The Purchasing Department will give verbal approval and issue a purchase order number. This number will be referenced on the requisition referred to in Step (d-1).
- b. Using department shall at all times use sound judgment in making emergency purchases of materials and supplies and for Labor on equipment at the best possible price. Orders should be placed with vendors with whom the using department has had previous satisfactory experience.
- c. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions indicating price and other date, shall be shown.
- d. Upon completion of the purchase, on the same or following business day, the using department shall perform the following:
 - (1.) Present to the Purchasing Department a completed requisition stating a description of the emergency and approval by the department head. The words "Confirming Emergency Purchase" shall be marked plainly on the requisition, along with the purchase order number used.
 - (2.) The sales ticket, delivery slips, invoices, and material receiving report confirming the purchase must be attached to the emergency requisition form.
 - (3.) The Purchasing Department will issue the vendor a purchase order marked "Confirmation".
- e. If an emergency should occur during a time when the Purchasing Department normally is closed, the using department will follow the above procedure with the exception of Step (a) the evidence of purchase, such as sales slip, counter receipt, delivery slip, invoice, etc., which the supplier normally furnishes, shall be attached to the completed and approved requisition form and be forwarded to the Purchasing Department, along with a Material Receiving Report.

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- f. The person authorizing the emergency purchase shall prepare a report to the chief executive officer and governing body, as soon as possible, specifying the amount paid, the item(s) purchased, from who the purchase(s) was made, and nature of the emergency.


General Information

EMERGENCY PURCHASES ARE COSTLY AND SHOULD BE KEPT TO MINIMUM. AVOIDING EMERGENCY ORDERS WILL ULTIMATELY SAVE CITY MONEY.

Sealed Bids of Proposals

Sealed bids are required on purchases of \$25,000.00 or more. Advertisement of bids in a local newspaper of general circulation must be not less than five (5) days before bid opening date.

Purchasing Department's Responsibility

1. Prepare bid requests.
 2. Establish date and time for bid opening.
 3. Select possible sources of supply.
 4. Prepare specifications (unless of a technical nature; i.e., architectural, engineering, etc.,) using department's input and assistance.
 5. Mail bid requests and advertise as appropriate. If hand delivered, an appropriate receipt of the bid request should be signed by the vendor.
 6. Receive and open bids.
 7. Evaluate bids using department's assistance.
 8. Prepare bids and make recommendation on award to governing body for approval.
 9. Process purchase order after governing body approval.
 10. Maintain all specification and bid data files.
- 

Using Department's Responsibility

1. Prepare requisition to initiate bid process. This should contain specific information about items needed; i.e., quantity, size, brand preferred, performance requirements, etc.
2. Submit requisition to initiate bid request to the Purchasing Department in evaluation of bid prior to the date the bids are to be opened.
3. Assist in specification preparation if needed.
4. Assist in evaluation of bid results.

The following policies shall apply to sealed bids:

1. Bid or Proposal opening- Bids will be opened at the time and date specified on the bid request. All bids are opened publicly and read aloud, with tabulation provided to all vendors participating. Proposals for extensive systems, complicated equipment, or construction projects, with prior approval of the governing body, may be opened privately in cases where the disclosure of the contents of the proposal could not be readily evaluated and would have a negative impact on both the vendor and city.
2. Late bids- No bids received after closing time will be accepted. All late bids will be returned unopened to the vendor. Bids postmarked on the bid opening date but received after the specified time will be considered late and will be returned unopened.
3. Bid opening Schedule- The Purchasing Department is responsible for setting bid opening dates and times.
4. Telephone Bids- The Purchasing Department will not accept any bid by telephone.
5. Bid Form- The Purchasing Department sends duplicate copies of bid request forms to each bidder, thereby enabling the bidder to return one and maintain a file copy. Bids will not be accepted on any vendor letterhead, vendor bid form or other substitutions unless special permission is granted by the Purchasing Department.

6. Unsigned Bids- Failure of a vendor representative to sign a bid proposal removes that bid from consideration. A typed official's name will not be acceptable without that person's written signature.
7. Acceptance of Bids- City reserves the right to reject any or all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any of or all of the bid, or accept that bid or bids which in the judgment of the governing body is in the best interest of city.
8. Shipping Charges- Bids are to include all shipping charges to the point of delivery. Bids will only be considered on the basis of delivered price, except as otherwise authorized by the governing body.
9. Sample Product Policy- The Purchasing Department may request a sample product as a part of a bid. If this is stated on the bid proposal form, the vendor is required to comply with this request or have the bid removed from consideration.
10. Approved Equal Policy- Specifications furnished in the request for bid are intended to establish a desired quality or performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price.
When a brand name and/or model are designated, it signifies the minimum quality acceptable. If an alternate is offered, the bidder must include the brand name or model to be furnished, along with complete specifications and descriptive literature, and, if requested a sample for testing. Other than designated brands and /or models approved as "equal to" designated products shall receive equal consideration.
11. Alternate Bids- Should it be found, after bids have been opened, that a product has been offered with alternate specification and that this product would prove to be satisfactory and more economical for the city to use, all bids for that item may be rejected and specifications re-drawn to allow all bidders an equal opportunity to submit bids on the alternate item.
12. Vendor Identification- Potential suppliers are selected from existing vendor files, using department's suggestions and any and all sources available to locate vendors related to a specific product or service. New suppliers are added to the bid list as they are identified.

13. Tie Bids- A tie bid is one in which two or more vendors bid identical items at the same unit cost.

Tie bids may be determined by one of the following factors:

- (1) Discount allowed
- (2) Delivery schedule
- (3) Previous vendor performance
- (4) Vendor location
- (5) Trade-in value offered

14. Cancellation of Invitation for bid or request for proposal- An invitation for bid, a request for proposal, or other solicitations may be canceled, or any or all bids or proposals may be rejected in part as may be specified in the solicitation when it is in the best interest of city. He reasons therefore shall be made a part of the bid or proposal file.

15. Public Advertisement- In addition to publication in a newspaper of general circulation as required by law, the Purchasing Agent may make any other efforts deemed appropriate to notify all prospective bidders of the invitation to bid. This may be accomplished by delivery, verbally, by mail, or by posting the Invitation to Bid in a public place. It is not required that specifications be included in the Invitation to Bid; however, this notice should state clearly the purchase that is to be made.

Sealed Bids and Sealed Proposals

(1) Although the formal sealed bid process should remain a standard in public purchasing, there is a place for competitive negotiation. (State and Local Government Purchasing, The Council of State Governments (1975) at 2.2). Competitive sealed bidding, as defined in this code, is the preferred method of procurement. The competitive sealed proposal method (similar use when competitive negotiation) is available for use when competitive sealed bidding is not practicable.

“Both methods utilize price and product competition, but to different degrees and in different manners. The use of functional or performance specifications is allowed under both methods to facilitate consideration of alternative means of meeting (State) needs, with evaluation, where

appropriate, on the basis of total or life cycle costs. The methodology and the ranking or relative importance of the criteria to be used in the evaluation process under either method must be fully disclosed in the solicitation. Only criteria disclosed in the solicitation may be used to evaluate the items bid or proposed.

“The two methods of source selection differ in the following ways”

- (a) Under competitive sealed bidding, subjective factors may be used only to determine if the supply, service, or construction item bid meets the purchase description. Under competitive sealed proposals, subjective factors may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate competing proposals. The effect of this different use of subject evaluation is that under competitive sealed bidding, once the subject evaluation is completed, award is made on a purely objective basis to the lowest responsive and responsible bidder. Under competitive sealed proposals, the quality of competing products may be compared and tradeoffs made between price and quality of the items offered (all as set forth in the solicitation). Award under competitive sealed proposals is then made to the responsible offer or whose proposal is most advantageous to the (State) needs.
- (b) Competitive sealed bidding and competitive sealed proposals also differ in that, under competitive sealed bidding, no change in bids is allowed once they have been opened, except for correction of errors in limited circumstances. The competitive sealed proposal method, on the other hand, permits discussions after proposals have been opened to allow clarification and changes in proposals provided that adequate precautions are taken to treat each offer or fairly and to ensure the information gleaned from competing proposal not disclosed to other offerors.

(Source: A model procurement code for state and Local governments-coordinating committee's tentative draft. American Bar Association, July, 1978. Pages 54 & 55).

Other Aspects To Be Considered In Bid Award

In addition to price, the following aspects also will be considered in the award of a bid:

- (1) The ability of the bidder to perform the contract or provide the material or service required.
- (2) Whether the bidder can perform the contract or provide the material or service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, experience, and efficiency of the bidder.
- (4) The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.
- (5) The ability of the bidder to provide future maintenance and service for the use of the subject contract.
- (6) Terms and conditions stated in bid.
- (7) Compliance with specifications or request for proposal.

Non-Performance Policy

Failure of a bidder to complete a contract, bid, or purchase order in the specified time agree upon, or failure to provide the service, materials, or supplies required by such contract, bid or purchase order, or failure to honor a quoted price on services, materials, or supplies on a contract, bid, or purchase order may result in one or more of the following actions:

- (a) Removal of a vendor from bid list for a period to be determined by the governing body.

- (b) Allowing the vendor to find the needed item for the city from another supplier at no additional cost to the City.
- (c) Allowing the city to purchase the needed service, materials, or supplies from another source and charge the vendor for any difference in cost resulting from this purchase.
- (d) Allowing monetary settlement.

Sale of Surplus Property

When a department head determines that there is surplus equipment or material within the department, he or she shall notify the Purchasing Agent in writing of any such equipment or materials. The Purchasing Agent will determine the best method of disposal of those items with an estimated value of less than One Hundred Dollars (\$100.00) or more shall be advertised and bids received by the Purchasing Agent after approval by the governing body. Such equipment or material shall be sold to the highest bidder. However, the Purchasing Agent may transfer surplus equipment or material from one department to another. The finance officer shall be notified of any such transfer or sales. With approval of the governing body, equipment or material may be sold at public auction or sold at wholesale auto.

Delinquent Delivery

Once the Purchasing Department has issued a purchase order, no follow-up work is done unless the using department advises the item has not been received. Upon this notification, the Purchasing Department will initiate action, either written or verbal as time allows, to investigate the delay. The using department will be advised of any further problems or a revised delivery date.

Contractual Purchases

Such materials, supplies, or services which are constantly needed for city operations will be taken on a formal bid and will be awarded by the governing body for a contract period determined to be in the best interest of city. This procedure shall be used in cases where the amount of the purchase of said materials, supplies, or services will be \$20,000 or more with the fiscal year. For amounts below \$20,000 the award will be made by the Purchasing Agent.

Items Covered By Warranty or Guarantee

The City acquires many items which have a warranty or guarantee for certain length of time, such as tires, batteries, water heaters, roofs, and equipment. Before the items are repaired or replaced, the Purchasing Agent should be consulted to see if the item is covered by such warranty or guarantee.

The Purchasing Agent shall maintain an active current file with complete information on such warranties or guarantees. All warranties must be remitted to the Purchasing Agent with the invoice indicating date of receipt.

Signatures

Contracts, applications for title, tax exemption certificates, agreements, and contracts for the City shall not be signed by any city employee unless authorized in writing by the Purchasing Agent or by action of the governing body.

Trade-Ins

List of equipment to be used as trade-in shall accompany the request and specifications. The list includes the model, year, serial numbers, and other pertinent data.

Inspection and Testing

When deemed necessary, the Purchasing Agent may cause to be inspected all deliveries of supplies, materials, equipment, or contractual services to determine their performance with the specifications set forth in an order or contract.

The Purchasing Agent may require chemical and physical test of materials submitted with bids and delivered samples, or after products have been delivered, to determine their quality in conformance with specifications. In the performance of such tests, the Purchasing agent may make use of laboratory facilities of any outside laboratory.

General Information

1. Preference to local dealers. In the purchasing of supplies, materials, equipment, and services for city's requirements, preference shall be given to those dealers having stores or warehouses within Lenoir City: price, quality, delivery and service being equal.
2. Federal excise tax. City is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices.
3. Standardization Requirements- Important economies can be effected through standardizing supplies and materials that can be purchased in large amounts. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be purchased on the basis of requirements for a six-month period.

4. Inspection of deliveries. No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head.
5. Correspondence with suppliers. Copies of any correspondence with suppliers concerning prices, adjustments, and defective merchandise shall be forwarded to the Purchasing Agent. All invoices, bills of lading, delivery tickets, and other papers pertaining to purchases shall be sent to the Purchasing Agent.
6. Claims. The Purchasing Agent shall prosecute all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.
7. Public inspection of records. The Purchasing Agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.
8. Prohibition of contracts with municipal officers. State laws governing doing business with officers of City are:

TCA 6-54-107. Interest of officer in municipal contracts prohibited. (a) No person holding office under any municipal corporation shall, during the time for which he was elected or appointed, be capable of contracting with such corporation for the performance of any work which is to be paid for out of the treasury. Nor shall such person be capable of holding or having any other direct interest in such a contract. "Direct interest" means any contract with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling Interest" shall include the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.

No Officer in a municipality shall be indirectly interested in any contract to which the municipality is a party unless the officer publicly acknowledges his interest and recuses himself from any of his duties which include the consideration of, voting on, or overseeing the particular contract.

"Indirectly interested" means any contract in which the officer is interested

but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality. (See TCA 6-54-108 for penalty).

TCA 12-4-101. Personal interest of officer prohibited. (a) It shall not be lawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or contract in which any municipal corporation, county, state, development districts, utility districts, human resource agencies, and other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official himself or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" shall include the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.

(c) It shall not be lawful for any officer, Committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development districts, utility districts, human resource agencies, and other political subdivisions created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges his interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county. (See TCA 12-4-102 for penalty).

9. Designee. When a position such as Purchasing Agent, Finance Officer, or Department Head is mentioned herein, their assistants or designees are included as if they also were written thereafter; provided that persons holding these positions have designated others to carry out such duties.

10. Definitions (Municipal Purchasing Law of 1983 as Amended.

- A. Customarily purchased- That which is regularly purchased under specific circumstances which would be considered reasonable and appropriate. (Example: after two (2) consecutive years: then, not attaining the total amount of \$5,000).
 - B. Like Items- Those items that are similar and may be purchased at the lowest common denominator, such as size, color, etc.
 - C. Lot- A single grouping of like items to be purchased at one time.
 - D. Single Source of Supply- The availability of only one vendor for a product or service within a reasonable marketable distance of the City.
 - E. Proprietary Product- A brand-name product made and marketed by one having the exclusive right to manufacture and sell.
 - F. Within the limits of the approved budget- Purchases must be held within appropriation limits in those funds requiring budgets either by law, regulation, or policy. Appropriation limits do not apply to those nonexpendable funds not requiring budgets; such as enterprise funds, intergovernmental service funds, and nonexpendable trust funds.
11. Performance and Bid Bonds. Performance and bid bonds as may be deemed appropriate by the Purchasing Agent or the governing body.

Purchasing Committee

There is hereby created a city purchasing committee consisting of five (5) members. Three (3) council (voting) members, City Administrator and City Treasurer (non-Voting) Administrator and Treasurer shall serve as committee advisers.

Purpose

The purchasing committee is responsible for approval/disapproval of all purchases in the amount of \$1,000.00 (one Thousand) or more (goods and services).

Schedule of Meetings

The committee shall set the time, place and frequency of meetings as it deems necessary for conducting city business in a timely manner.

(Meetings shall be appropriately advertised) .

General Information

The purchasing committee has been established by the City Council (3-26-01) in order to promote the best possible fiscal responsibility for city purchasing.

The purchasing committee is charged with following responsibility (s):

(1.) Assist city departments in their purchasing needs consistent with established purchasing procedures and sound fiscal management of city funds.

(2.) Shall call for bids/proposals where appropriate and make recommendations to city council for consideration.

(3.) Shall work to expedite departmental purchasing needs as it deems necessary.

(4.) It is the responsibility of the using department (department head) to anticipate and plan their respective purchases far enough in advance in order for committee to receive the request, review the proposed purchase and make appropriate recommendations for disposition.

CHARTER FOR THE CITY OF LOUDON, TENNESSEE

CHAPTER NO. 74¹

House Bill No. 1040

By Stafford, O'Brien

Substituted for: Senate Bill No. 1186

By Koella

AN ACT to amend the Charter of the City of Loudon, Tennessee, the same being Chapter 229, Private Acts of 1927, as amended.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE THAT:

SECTION 1. The Charter of the City of Loudon, Tennessee, the same being Chapter 229, Private Acts of 1927, as amended, is hereby amended in its entirety to read as follows:

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II. Powers	C-3
III. Elections	C-7

¹Chapter 229, Private Acts of Tennessee for 1927, as amended, is the Charter of the City of Loudon. However, the Charter, as amended, was completely rewritten by Chapter 74, Private Acts of 1975, which is the act set out here as amended through the 2014 Session of the Tennessee General Assembly. No changes have been made in the 1975 act as set out here except that a table of contents has been added and its amendments have been incorporated.

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ARTICLE I

CORPORATE CAPACITY

SECTION

1. Incorporation, name, and general powers.
2. Boundaries.

SECTION 1. Incorporation, name, and general powers. The City of Loudon, in the County of Loudon, and the inhabitants thereof, are hereby constituted a body politic and corporate by the style and the name of the "City of Loudon" and shall have perpetual succession by the corporate name; may sue and be sued, plead and be impleaded, grant, receive, purchase and hold real, mixed and personal property, and dispose of the same for the benefit of said City, and may have and use a corporate seal and change it at its pleasure.

SECTION 2. Boundaries. The boundaries of the City shall be as fixed by Chapter No. 229 of the Private Acts of the General Assembly of the State of

Tennessee for 1927, as amended by Chapter No. 1 of the Private Acts of 1945, and as further amended pursuant to general law.¹

ARTICLE II

POWERS

SECTION

1. Powers enumerated.

SECTION 1. Powers enumerated. The City shall have power: (1) To assess, levy, and collect taxes for all general and special purposes on all subjects or objects of taxation, polls and privileges taxable by law for State, County or City purposes.

(2) To adopt such classifications of the subjects and objects of taxation as may not be contrary to law.

(3) To contract and be contracted with.

(4) To expend the money of the City for all lawful purposes.

(5) To acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge, or otherwise dispose of property, real or personal, and any estate, or interest therein, within or without the City or State.

(6) To condemn property, real or personal or any interest, or estate or use therein, either within or without the City, for present or future defined public use; to condemn property for easements for public uses including, but not limited to, public utilities, roadways and railway lines and spur tracts serving industrial parks or industrial buildings; such condemnations to be made and effected in accordance with the procedures and provisions of Chapter 14 of Title 23 TCA, or in such other manner as may be provided by general law.

(7) To take and hold property within or without the City or State upon trust; and to administer trusts for the public benefit.

¹The corporate boundaries have been amended pursuant to general law by the following ordinances of record in the recorder's office. Two (2) of the ordinances are dated November 13, 1961, and two (2) are dated December 11, 1961. The others are numbered as 462, 463, 503, 512, 530, 545, 550, 569, 582, 583, 595, 600, 605, 611, 623, 638, 639, 645, 652, 655, 659, 663, 665, 669, 674, 682, 683, 684, 692, 697, 698, 706, 727, 733, 735, 738, 746, 749, 1988-6, 1989-6, 1989-10, 1990-4, 1990-14, 1990-15, 1991-2, 1991-12, 1995-11, 1996-7, 1996-9, 1997-1, 1997-10, 1997-13, 1998-03, 1998-08, 1999-15, 2000-09, 2000-11, 2000-12, 2000-13, 2000-14, 2001-01, 2001-18, 2001-19, 2002-06, 2002-07, 2002-17, 2002-18, 2003-08, 2003-09, 2004-01, 2004-08, 2004-09, 2005-03, 2005-08, 2005-10, 2006-07, 2006-09, 2006-12, 2006-17, 2006-18, 2007-01, and 2010-13.

(8) To acquire, construct, own, operate, and maintain, or sell, lease, mortgage, pledge, or otherwise dispose of public utilities or any estate or interest therein, or any other utility of service to the City, its inhabitants, or any part thereof.

(9) To grant to any person, firm, association, or corporation franchises for public utilities and public services to be furnished the City and those therein. Such power to grant franchises shall embrace the power hereby expressly conferred, to grant exclusive franchises, and whenever an exclusive franchise is granted, it shall be exclusive against any other person, firm, association, or corporation. Franchises may be granted for the period of twenty-five (25) years or less, but not longer. The City Council may prescribe in each grant of a franchise, to public utilities not regulated by the Tennessee Public Service Commission, the rates, fares, charges, and regulations that may be made by the grantee of the franchise. Franchises may by their terms apply to the territory within the corporate limits of the City at the date of the franchises, and as said corporate limits thereafter may be enlarged; and to the then existing streets, alleys, and other thoroughfares that thereafter may be opened.

(10) To make contracts with any person, firm, association or corporation, for public utilities and public services to be furnished the City and those therein. Such power to make contracts shall embrace the power, expressly conferred, to make exclusive contracts; and when an exclusive contract is entered into, it shall be exclusive against any other person, firm, association, or corporation. Such contracts may be entered into for the period of twenty-five (25) years or less, but not longer. The City Council may prescribe in each such contract with public utilities not regulated by the Tennessee Public Service Commission entered into, the rates, fares, charges, and regulations that may be made by the person, firm, association, or corporation with whom the contract is made. Such contracts may by their terms apply to the territory within the corporate limits of the City at the date of the contract, and as said corporate limits thereafter may be enlarged; and to the then existing streets, alleys, and thoroughfares and to any other streets, alleys, and other thoroughfares that thereafter may be opened.

(11) To prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities and compel, from time to time reasonable extensions of facilities for such services.

(12) To establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle, and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds and squares, bridges, viaducts, subways, tunnels, sewers, and drains within or without the corporate limits, and to regulate the use thereof within the corporate limits, and to take and appropriate property for the aforementioned uses under the provisions of Sections 6-1007--6-1011 and 23-1414, TCA, or in such other manner as may be provided by general law.

(13) To construct, improve, reconstruct, and reimprove by opening, extending, widening, grading, curbing, guttering, paving, graveling, macadamizing, draining, or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits.

(14) To acquire, purchase, provide for, construct, regulate, maintain and do all things relating to all market places, public buildings, bridges, sewers and other structures, works and improvements.

(15) To collect and dispose of drainage, sewage, offal, ashes, garbage and refuse, and to impose a compulsory service charge for such, or to license and regulate such collection and disposal.

(16) To license and regulate all persons, firms, corporations, companies, and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law or inconsistent with State licensing procedures.

(17) To impose a license tax upon any animal, thing, business, vocation, pursuit, privilege, or calling not prohibited by law.

(18) To define, prohibit, abate, suppress, prevent, and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience, or welfare of the inhabitants of the City, and to exercise general police powers.

(19) To prescribe limits within which business occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained.

(20) To inspect, test, measure, and weigh any article for consumption or use within the City, and to charge reasonable fees therefor; and to provide standards of weights, tests, and measures.

(21) To establish, regulate, license, and inspect weights and measures.

(22) To regulate the location, bulk, occupancy, area, lot, location, height, construction and materials of all buildings and structures, and to inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and when necessary, prevent the use thereof and require any alteration or changes necessary to make them healthful, clean, or safe.

(23) To provide and maintain charitable, educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences, and services.

(24) To purchase or construct, maintain, and establish a workhouse or farm colony, for the confinement and detention of any person convicted in the City court of offenses against the laws and ordinances of the City who fails to secure the fine and costs imposed upon him, or to contract with the County to keep said persons in the workhouse of said County and to provide by said contract and by ordinance for the commitment of such persons to the workhouse so provided, until such fine shall be fully paid.

(25) To enforce any ordinance, by means of fines, forfeitures and penalties and to impose costs as a part thereof.

(26) To establish schools, determine the necessary boards, officers, and teachers required therefor, and fix their compensation, to purchase or otherwise acquire land for schoolhouses, playgrounds and other purposes connected with the schools; to purchase or erect all necessary buildings and to do all other acts necessary to establish, maintain, and operate a complete educational system within the City.

(27) To regulate, tax, license or suppress the keeping or going at large of animals within the City; to impound the same and in default of redemption to sell or kill the same.

(28) To establish, maintain and operate Civil Service Systems, group insurance plans, and retirement systems for City employees, and to appropriate, expend and use the money of the City therefor.

(29) Under the police power, to make all necessary and proper rules and regulations regarding the use and operation of taxi cabs and contract carriers, and the operations thereof, within the corporate limits of the City of Loudon.

(30) To do all things necessary to provide the City sufficient and safe water; to provide for the regulation, construction and maintenance of water works, settling basins, pumping stations, water pipes and mains and rights-of-ways for the same, reservoirs and all appurtenances, whether within or without the corporate limits of the City; to provide for rates and assessments for water service, and to provide and fix liens or penalties and withdrawal of service for refusal or failure of the party served to pay for same.

(31) To provide for the establishment and operation of all offices, boards, divisions and departments, not herein enumerated, which may be deemed necessary or expedient in the interest of the City.

(32) To provide for and establish a City Planning Commission and a Board of Zoning Appeals pursuant to and consistent with the general law; and to invest such bodies with all the powers conferred by general law; and to act upon the plans, plats, decisions and recommendations made by such bodies, respectively, as in the general law provided.

(33) To call, regulate, provide for and control all municipal elections not provided by general law or this Charter.

(34) To provide for the control of the growth of grass, weeds and vegetation and the accumulation of trash, rubbish and other deleterious or noxious matter upon any property within the City; to require the owner or those in possession of said property to keep the same free from the accumulation thereof; to charge such owner or those in possession of said property with the cost of removal of same and to impress a lien upon such property to defray the costs thereof.

(35) Purchase, acquire, construct, own, operate, maintain, extend, improve, repair, equip and dispose of community antenna television systems or microwave multi-point distribution systems, or both, for the benefit of the citizens of the City. The City may operate any such system as a department or

part of a department of the City or place its operation in a separate board of in an existing electric or utility board, as provided by ordinance.

(36) Borrow money to purchase, acquire, construct, extend, improve, repair or equip any such system and issue its bonds or notes therefor, including refunding bonds, in such form and upon such terms as it may determine. Any such bonds or notes shall be issued pursuant to the procedures set forth in and shall be governed by the provisions of Tennessee Code Annotated, Title 9, Chapter 21, including provisions dealing with covenants permitted in bond resolutions, security and remedies of bondholders, and the system hereinabove described shall be deemed to be a "public works project", as that is defined in Tennessee Code Annotated, Title 9, Chapter 21.

(37) To have and exercise all powers which now or hereafter it would be competent for this Charter specifically to enumerate, as fully and completely as though said powers were specifically enumerated herein. [As amended by Pvt. Acts 1976, ch. 234, and Pvt. Acts 1991, ch. 26]

ARTICLE III

ELECTIONS

SECTION

1. Date of general city election.
2. General election laws apply.
3. Voter qualification requirements.
4. Election offenses.

SECTION 1. Date of general city election. A general City Election shall be held on the first Tuesday after the first Monday in November every fourth year beginning in November, 2010. [As replaced by Pvt. Acts 1988, ch. 184; and Pvt. Acts 2008, ch. 86, § 1]

SECTION 2. General election laws apply. All elections shall be conducted by the Commissioners of Elections of Loudon County in accordance with the general election laws and this Charter. [As replaced by Pvt. Acts 1988, ch. 184]

SECTION 3. Voter qualification requirements. Any person eighteen (18) years of age or older who is a resident of the City of Loudon and qualified to vote for members of the General Assembly and other civil officers for Loudon County shall be entitled to vote in elections for Mayor and Councilmen. The same qualifications for voting in all other City elections or referenda shall apply unless otherwise provided by law.

The Mayor and Councilmen whose terms of office expire in June of 2009 shall have their terms of office extended until the voters elect a Mayor and four

(4) Councilmen at the state general election to be held on the first Tuesday after the first Monday in November, 2010. Thereafter, every four (4) years the Commissioners of Elections for Loudon County, Tennessee shall hold an election by the qualified voters of the City of Loudon at-large, at which time there shall be elected a Mayor and four Councilmen, whose terms of office shall be for four (4) years and until their successors are elected and qualified. The Mayor and Councilmen elected hereunder as herein provided for shall assume office on the first Monday in December following their election. [As replaced by Pvt. Acts 1988, ch. 184; and amended by Pvt. Acts 2008, ch. 86, § 2]

SECTION 4. Election offenses. Every act or deed, whether of omission or commission, denounced by law as an offense in the case of the regular state elections, is hereby denounced and declared to be a like offense in this case or any regular or special election, held under this Act, and to be punishable in like form and manner. [As replaced by Pvt. Acts 1988, ch. 184]

ARTICLE IV

CITY COUNCIL

SECTION

1. Composition, election, term of office, re-election, and ties.
2. Qualifications for office.
3. Salaries.
4. Time and place of meetings.
5. The office of mayor.
6. Vacancies.
7. Appointment of vice-mayor and his duties.
8. Oath of office.
9. Quorum, attendance, and adjournment.
10. Proceedings.
11. Removal of mayor or councilman from office.
12. Procedure for adopting ordinances.
13. Legislative action which must be exercised by ordinance.

SECTION 1. Composition, election, term of office, re-election, and ties.

The governing body of the City shall consist of a Mayor and four (4) Councilmen to be known officially as the "City Council" or "Council." At the general election held on the first Saturday in June, 1975, there shall be elected by the qualified voters of the City a Mayor and four (4) Councilmen. The mayoral candidate and the four (4) candidates for Council receiving the largest number of votes shall be declared elected. The term of the Mayor and each councilman shall begin on the first Monday of July next following the election at which said Council is elected.

Any councilman shall be eligible for re-election. In the event that two (2) or more candidates receive the same number of votes at any election for Councilmen, the outgoing Council shall, at a general or special meeting held prior to the beginning of the term of the newly elected Councilman or Councilmen, determine by lot which of said candidates shall take office.

SECTION 2. Qualifications for office. Councilmen shall be qualified electors of the City and shall hold no other public office except as a Notary Public or member of the National Guard or Military Reserve. No person shall be eligible to the office of councilman unless he has been a citizen and resident of the City of Loudon for one (1) year immediately preceding his election. If a councilman shall cease to possess any of these qualifications, or shall be convicted of any crime involving moral turpitude, his office shall immediately become vacant. No person shall be eligible to serve as a councilman who has been convicted of malfeasance in office, bribery or other corrupt practice or crime. [As replaced by Pvt. Acts 1987, ch. 89]

SECTION 3. Salaries. The salaries of the Mayor and City Council shall be set by ordinance.

SECTION 4. Time and place of meetings. The Council shall, by ordinance, fix the time and place at which the regular meetings of the Council shall be held. Until otherwise provided by Ordinance, the regular meeting of the Council shall be held at 7:30 P.M. on the third Monday of each month. When such day falls on a legal holiday, the meeting shall be on the next following day unless otherwise prescribed by Council.

Whenever in the opinion of the Mayor or of any three (3) Councilmen, the welfare of the City demands it, the Recorder shall call a special meeting of the Council.

SECTION 5. The office of mayor. The Mayor shall preside at all meetings of the Council at which he is present, and in his absence, the Vice-Mayor shall preside, and in the absence of the Mayor and Vice-Mayor, the Council may designate one of their number to preside.

The Mayor shall be the ceremonial head of the City, and shall be the officer upon which process against the City may be served. He shall have a vote in City Council on all matters, but no veto power.

SECTION 6. Vacancies. Any vacancy in the Council shall be filled by appointment made by the remaining members thereof, and the Councilman so appointed shall serve for the remainder of the unexpired term. Provided, however, that only one (1) vacancy shall be filled by appointment made by the Council; and, in the event of any additional vacancy after the first, the Council shall forthwith, by Resolution, call upon the Election Commissioners for Loudon

County to call a special election for the purpose of filling any such additional vacancy. The Election Commissioners for Loudon County, when thus called upon by the Council, shall immediately call such special election and appoint the necessary officers therefor, and said special election shall be held in the same manner as provided in this Charter for general City elections. The Councilman elected at such special election so held shall hold office for the remainder of the unexpired term; provided, however, that the foregoing provision with reference to filling any additional vacancy after the first by a special election shall not apply to any additional vacancy in the Council occurring less than ninety (90) days prior to any general City Election; and in the latter event, such additional vacancy occurring less than ninety (90) days prior to the next general City Election shall be filled by appointment made by the remaining members of the Council, and the Councilman so appointed shall serve until his successor elected at the next general election is qualified.

In the event of the occurrence of any vacancy in the Council which may, under the provisions of this Section, be filled by appointment by the remaining Councilmen, and such remaining Councilmen shall fail or neglect to fill such vacancy within 20 days of its occurrence, it shall be the duty of the Election Commissioners of Loudon County, upon certification of such facts to them by any Councilman, to call and cause to be held, as hereinabove provided, a special election for the purpose of filling such vacancy, provided such certification be made to the Election Commissioners for Loudon County within sufficient time to permit the holding and completion of such special election at least 90 days prior to the next general City election.

SECTION 7. Appointment of vice-mayor and his duties. At the first regular meeting of the Council in July after a general City election, the Mayor shall appoint a member of Council to the position of Vice-Mayor, and if the office of Mayor shall become vacant the Vice-Mayor shall become Mayor the remainder of the unexpired term; and in the latter event, as soon as the vacancy shall be filled, the Council shall elect another of its members to the office of Vice-Mayor to serve during the remainder of the unexpired term.

SECTION 8. Oath of office. The Mayor and councilmen, before entering upon their duties, shall each take and subscribe and file with the Recorder an oath or affirmation that he will support the Constitution of the United States and of the State of Tennessee and the Charter and Ordinances of the City of Loudon, and that he will faithfully discharge the duties of his office.

SECTION 9. Quorum, attendance, and adjournment. A majority of all the members of said Council shall constitute a quorum, but a smaller number may adjourn from day to day and may compel the attendance of the absentees in such manner and under such penalties as the Council may provide.

A regular meeting at which a quorum is present may be adjourned by a majority vote, either from day to day or from time to time; but no such adjournment shall be taken to a date beyond the day preceding the next regular meeting; and any adjourned meeting shall continue as a regular meeting throughout said adjournment.

SECTION 10. Proceedings. Said Council may determine the rules of its proceedings, subject to this Charter. It shall have power to subpoena witnesses and order the production of books and papers relating to any subject within its jurisdiction; to call upon the Chief of Police to execute its process; and to arrest and punish by fine any person refusing to obey such subpoena or order.

No fine for any one offense under this Section shall exceed fifty dollars.

Its presiding officer or the chairman of any committee may administer oaths to witnesses.

It shall keep a journal of its proceedings, and the vote on every question shall be entered thereon.

SECTION 11. Removal of mayor or councilman from office. The Mayor or any councilman may be removed from office by the Council for crime or misdemeanor in office, for grave misconduct showing unfitness for public duty or for permanent disability, all other members of the Council voting for said removal. The proceedings for such removal shall be upon specific charges in writing, which, with a notice stating the time and place of the hearing, shall be served on the accused or published at least seven (7) days prior to said hearing in a newspaper of general circulation in the City. The hearing shall be made public and the accused shall have the right to appeal and defend in person and by counsel, and have process of the Council to compel the attendance of witnesses in his behalf. Such vote shall be determined by yeas and nays and the names of the members voting for or against such removal shall be entered in the journal.

Immediately upon the vote for removal the term of the accused shall expire and his official status, power and authority cease without further action. Any one removed hereunder shall have the right of appeal, within ten days, to the Circuit Court of Loudon County. Upon any such appeal being taken, the Recorder shall make and certify to the clerk of said Circuit Court a complete transcript of the entire removal proceedings. The Judge of said Court shall hear and determine the cause solely upon transcript record, and no additional evidence shall be introduced. The City or the accused, if either be dissatisfied with the decree of the Court, may appeal to the Supreme Court as in other cases.

SECTION 12. Procedure for adopting ordinances. All ordinances shall begin with the clause, "Be it ordained by the Council of the City of Loudon, Tennessee." An ordinance may be introduced by any member of the Council. The body of ordinances may be omitted from the minutes on first reading, but

reference therein shall be made to the ordinance by title and/or subject matter. Every ordinance shall be passed on two different days, at regular, special or adjourned meetings. Except in the ordinance adopting the budget, no material or substantial amendment may be made on final passage, unless such amendment be passed in the same manner as an amendment to an existing ordinance. Every ordinance shall be effective upon final passage unless by its terms the effective date is deferred. Every ordinance upon final passage shall be signed by the presiding officer of Council, and shall be immediately taken charge of by the Recorder and by him numbered, copied in an ordinance book and there authenticated by the signature of the Recorder, and filed and preserved in the Recorder's office.

SECTION 13. Legislative action which must be exercised by ordinance. Except as otherwise provided by general law or this Charter, legislative action of the Council shall be by ordinance when granting, renewing or extending public franchises; creating, abolishing or combining departments or offices; authorizing the borrowing of money; regulating the rate charged for its services by a public utility; fixing fees, service charges and utility rates; exercising the police power; levying taxes; adopting the budget; providing a fine or other penalty or establishing a rule or regulation for violation of which a fine or other penalty is imposed; or amending or repealing an existing ordinance.

ARTICLE V

CITY MANAGER

SECTION

1. Appointment and compensation.
2. Who to act in manager's absence.
3. Powers and duties enumerated.
4. Council not to interfere with personnel appointments exclusive to manager or his subordinates.
5. Council to deal with personnel through manager generally.

SECTION 1. Appointment and compensation. The Council shall appoint a City Manager to serve at the will of the Council. The Manager shall be appointed on the basis of his executive and administrative qualifications. The compensation of the Manager shall be fixed by Council.

SECTION 2. Who to act in manager's absence. During the temporary absence or disability of the Manager the Mayor shall exercise the powers and perform the duties of City Manager. The Council may revoke such designation at any time and designate another officer of the City as acting Manager.

SECTION 3. Powers and duties enumerated. The Manager shall be the chief administrative officer of the City. He shall be responsible to the Council for the administration of all the City affairs placed in his charge by or under this Charter. He shall have the following powers and duties:

(1) He shall appoint and, when he deems it necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except the City Judge, City Attorney and officers and employees under the jurisdiction and control of the Board of Public Utilities. He may authorize any administrative officer subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.

(2) He shall direct and supervise the administration of all departments, offices and agencies of the City except the City Court and Board of Public Utilities.

(3) He shall attend all Council meetings and shall have the right to take part in discussion but may not vote.

(4) He shall see that all laws, provisions of this Charter and acts of the Council, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.

(5) He shall prepare and submit the annual budget to the Council.

(6) He shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.

(7) He shall make such other reports as the Council may require concerning the operations of City departments, offices and agencies subject to his direction and supervision.

(8) He shall keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City as he deems desirable.

(9) He shall perform such other duties as are specified in this Charter or as may be required by the Council.

SECTION 4. Council not to interfere with personnel appointments exclusive to manager or his subordinates. Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any City administrative officers or employees whom the Manager or any of his subordinates are empowered to appoint, but the Council may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.

SECTION 5. Council to deal with personnel through manager generally. Except for the purpose of inquiries and investigation, the Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the Council

nor its members shall give orders to any such officer or employee, either publicly or privately.

ARTICLE VI

CITY ATTORNEY

SECTION

1. Qualifications.
2. Appointment, duties, and compensation.

SECTION 1. Qualifications. The City Attorney shall be an attorney at law entitled to practice in the courts of the State of Tennessee.

SECTION 2. Appointment, duties, and compensation. The City Attorney shall be appointed by the City Council and shall direct the management of all litigation in which the City is a party, including the function of prosecuting attorney in the City court; represent the City in all legal matters and proceedings in which the City is a party or interested, or in which any of its officers is officially interested; attend all meetings of the Council; advise the Council, and committees or members thereof, the City Manager, and the heads of all departments and divisions as to all legal questions affecting the city's interests; and approve as to form all contracts, deeds, bonds, ordinances, resolutions and other documents to be signed in the name of or made by or with the City. His compensation shall be as fixed by the Council and he shall serve at the will of City Council.

ARTICLE VII

RECORDER

SECTION

1. Appointment, compensation, and specific requirements, powers, and duties of office.
2. Shall keep minutes.
3. Shall be custodian of public records, bonds, etc.
4. Shall provide and certify copies of records, papers, etc.
5. Shall generally supervise and keep records of fiscal affairs.
6. Shall be treasurer.
7. Shall perform any other duties imposed.
8. Appointment of recorder pro tempore.

SECTION 1. Appointment, compensation, and specific requirements, powers, and duties of office. The Recorder shall be appointed by the City Manager subject to confirmation by City Council, and shall be the head of the

department of finance. He shall receive a salary to be fixed by the Council; give such bond to the City for not less than ten thousand dollars, as may be provided by ordinance. He shall have a seat and a voice, but no vote, in the Council. When required he shall by his signature and the City seal, attest instruments signed in the name of the City and official acts of the Mayor. He shall have power to administer oaths.

SECTION 2. Shall keep minutes. It shall be the duty of the Recorder to be present at all meetings of the Council and to keep a full and accurate record of all business transacted by the same, to be preserved in permanent book form.

SECTION 3. Shall be custodian of public records, bonds, etc. The Recorder shall have custody of and preserve in his office, the City seal, the public records, ordinance books, minutes of the Council, contracts, bonds, title deeds, certificates and papers, all official indemnity or security bonds (except his own bond, which shall be in the custody of the Mayor), and all other bonds, oaths and affirmations, and all other records, papers and documents not required by this Charter or by ordinance to be deposited elsewhere, and register them by numbers, dates and contents, and keep an accurate and modern index thereof.

SECTION 4. Shall provide and certify copies of records, papers, etc. The Recorder shall provide, and, when required by any officer or person, certify copies of records, papers and documents in his office and charge therefor, for the use of the City, such fees as may be provided by ordinance; cause copies of ordinances to be printed, as may be directed by the Council, and kept in his office for distribution.

SECTION 5. Shall generally supervise and keep records of fiscal affairs. The Recorder as the head of the department of finance, shall exercise a general supervision over the fiscal affairs of the City, and general accounting supervision over all the City's property, assets and claims. He shall be the general accountant and auditor of the City; shall have custody of all papers, records and vouchers relating to the fiscal affairs of the City, and the records in his office shall show the financial operations and condition, property, assets, claims and liability of the City, all expenditures authorized and all contracts in which the City is interested.

SECTION 6. Shall be treasurer. The Recorder shall be the Treasurer of the City; as such it shall be his duty to collect, receive and receipt for the taxes and all other revenues and bonds of the City, and the proceeds of its bond issues, and to disburse the same.

SECTION 7. Shall perform any other duties imposed. The Recorder shall also perform any other duties imposed upon him by this Charter or by ordinance.

SECTION 8. Appointment of recorder pro tempore. In event of the temporary absence or disability of the Recorder, the City Manager may by an instrument in writing appoint a Recorder pro tempore subject to confirmation of City Council who shall have and exercise all the powers of the regular Recorder.

ARTICLE VIII

ADMINISTRATION

SECTION

1. Departments, offices, and agencies generally.
2. Direction and supervision of departments, offices, and agencies.
3. Personnel rules.
4. Officers, employees, etc., who handle money shall be bonded.
5. Oath of office required.

SECTION 1. Departments, offices, and agencies generally. The Council may establish City departments, offices or agencies in addition to those created by this Charter, and may prescribe the functions of all departments, offices and agencies not inconsistent with this Charter. Departments, offices and agencies created by the Council may be abolished or combined.

SECTION 2. Direction and supervision of departments, offices, or agencies. All Departments, Offices and Agencies under the direction and supervision of the Manager shall be administered by an officer appointed by and subject to the direction and supervision of the Manager. The Manager may serve as the head of one or more such departments, offices or agencies or may appoint one person as the head of two or more of them.

SECTION 3. Personnel rules. The Council shall adopt personnel rules which shall include but not be limited to:

- (1) A job classification plan;
- (2) A pay plan;
- (3) The hours of work, attendance regulations and provisions for sick and vacation leave.

SECTION 4. Officers, employees, etc., who handle money shall be bonded. The City Manager and every officer, agent and employee having duties embracing the receipt, disbursement, custody, or handling of money shall, before

entering upon his duties, execute a surety bond with some surety company authorized to do business in the State of Tennessee, as surety, in such amount as shall be prescribed by ordinance or this Charter. All such bonds and sureties shall be subject to the approval of the Council, and the Council may provide for blanket bonds. The cost of all bonds shall be an expense of the City.

SECTION 5. Oath of office required. The Manager and every appointive officer shall before taking office take and subscribe to the same oath of office required of the Mayor and Councilmen.

ARTICLE IX

FINANCE

SECTION

1. Fiscal year.
2. Annual departmental budgets required.
3. Manager required to prepare and submit annual budget and explanatory message.
4. Required content and organization of budget.
5. Amendments to budget, when budget must be adopted, and effect of adoption.
6. Supplemental appropriations.
7. Emergency appropriations.
8. Deficits.
9. Transfer of unencumbered appropriations.
10. Lapsing of appropriations.
11. Incurrence and discharge of obligations.
12. Borrowing.
13. Accounting records and audits.
14. Competitive bidding and purchasing procedures.

SECTION 1. Fiscal year. The fiscal year of the City shall begin on the first day of July and end on the last day of June.

SECTION 2. Annual departmental budgets required. The adoption of an annual budget for all departments except the board of utilities shall be a prerequisite to the appropriation of money for municipal purposes and the levy of property taxes.

SECTION 3. Manager required to prepare and submit annual budget and explanatory message. At least 60 days before the beginning of the fiscal year the Manager shall prepare and submit to the Council a budget for the ensuing fiscal year and an accompanying message. The Manager's message shall explain the

budget both in fiscal terms and in term of work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the Manager deems desirable.

SECTION 4. Required content and organization of budget. The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year, excepting funds of the board of utilities, and, except as required by law or this Charter, shall be in such form as the Manager deems desirable or the Council may require.

SECTION 5. Amendments to budget, when budget must be adopted, and effect of adoption. After the first reading the Council may adopt the budget with or without amendment, but no amendment shall decrease expenditures required by law for debt service. The budget shall be adopted for the ensuing fiscal year before the end of the current fiscal year. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

SECTION 6. Supplemental appropriations. If during the fiscal year the Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.

SECTION 7. Emergency appropriations. Upon a declaration by the Council that there exists a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations by ordinance. To the extent that there are no available unappropriated revenues to meet such appropriations Council is authorized to borrow funds sufficient to meet said emergency by issuing negotiable notes. Provision shall be made in the budget for the succeeding fiscal year for the payment of such notes.

SECTION 8. Deficits. If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce appropriations.

SECTION 9. Transfer of unencumbered appropriations. At any time during the fiscal year the Manager may transfer part or all of any

unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the Manager, the Council may by resolution transfer part or all of any unencumbered appropriation balance from one Department, Office, or Agency to another.

SECTION 10. Lapsing of appropriations. Every appropriation shall lapse at the end of the fiscal year to the extent that it has not been expended or encumbered.

SECTION 11. Incurrence and discharge of obligations. No payment shall be made or obligation incurred against any appropriation unless the Manager or an officer designated by him first certifies that an appropriation has been made for that purpose and that there is unexpended and unencumbered in the appropriation for that purpose an amount sufficient to meet the obligation or to make the expenditure. However, except where prohibited by law, nothing herein shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year.

SECTION 12. Borrowing. The Council, for the sole purpose of meeting the necessary expenses within appropriations, is authorized to borrow money in the amount not to exceed 50 per cent of the anticipated revenues for the current fiscal year. Such notes shall mature during the current fiscal year and shall be paid from budgeted revenues.

SECTION 13. Accounting records and audits. There shall be installed and maintained adequate accounting records in accordance with generally accepted principles of municipal accounting. The same account titles shall be used throughout the accounting records, the budget and financial statements. Constant and comprehensive budgetary control shall be maintained. An audit of the financial affairs of the City shall be required by action of City Council and same be made after the end of each fiscal year by a public accountant skilled in such work. Any taxpayer may file a bill in chancery court to compel the Council to have the audit made if such accountant has not been employed within one month after the end of the fiscal year.

SECTION 14. Competitive bidding and purchasing procedures. The Manager shall be responsible for all city purchasing, but he may delegate his duty to any subordinate appointed by him. Competitive prices for all purchases and public improvements shall be obtained whenever practicable and in accordance with regulations established by ordinance, and the purchases made from or the contract awarded to the lowest bidder, provided that the city shall have the power to reject any and all bids.

Formal sealed bids shall be obtained in all transactions involving the expenditure exceeding the amount set by the Mayor and Council by ordinance adopted pursuant to the requirements established in Tennessee Code Annotated, Section 6-56-302, and the transaction shall be submitted to and approved by the council; provided, that in cases where the council indicates by formal unanimous resolution of those present at the meeting, based upon the written recommendation of the Manager, that it is clearly to the advantage of the city not to contract with competitive bidding, it may authorize noncompetitive contracts. Purchasing and contract procedures not prescribed by this charter or other law may be established by ordinance. (As amended by Pvt. Acts 2008, ch. 86, § 3]

ARTICLE X

TAXATION

SECTION

1. Assessment and levy.
2. Due and delinquent dates; penalties and interest.
3. Collection of delinquent taxes.
4. Publication of notice to taxpayers.
5. Institution of suits to enforce tax liens.
6. Statutory lien.

SECTION 1. Assessment and levy. All property within the City not exempt by general law shall be assessed for taxation upon the same principles established in regard to state and county taxation. Assessments made by the county tax assessor may be adopted by the City.

SECTION 2. Due and delinquent dates; penalties and interest. Property taxes shall be payable on and after October 1 in the year for which assessed and shall become delinquent on March 1 following. The Council by ordinance shall fix penalties and interest on delinquent taxes.

SECTION 3. Collection of delinquent taxes. All taxes delinquent for 30 days may be collected by distress warrants and sale of personal property, and the delinquent tax list in the hands of the collector shall have the force and effect of a judgment and execution from a court of record.

SECTION 4. Publication of notice to taxpayers. In February of each year there shall be published once a week for two consecutive weeks a notice to taxpayers informing them the date after which penalties and interest on property taxes will be due.

SECTION 5. Institution of suits to enforce tax liens. Before March 1 of the second year following the year for which assessed, the Recorder shall certify to the City Attorney the list of all real estate upon which municipal taxes remain due and unpaid, or which is liable for sale for other taxes and assessments, and said Attorney shall proceed at once to file suits in the Chancery Court for the collection of said taxes, assessments, penalties and interest and enforcement of tax liens. Upon the filing of suit an additional penalty of ten per cent shall accrue upon all delinquent taxes as attorney's fees. Suits may be filed, prosecuted and the land sold in the same manner as for the enforcement of tax liens for delinquent county taxes, or as otherwise provided by general law.

SECTION 6. Statutory lien. All municipal taxes on real estate in the City of Loudon, and all penalties and cost accruing thereon are hereby declared to be a lien on said real estate from and after February 28 after the year for which the same are assessed.

ARTICLE XI

CITY COURT

SECTION

1. Appointment, oath, compensation, and restrictions on office of city judge.
2. Absence or disability of city judge.
3. Term of office of city judge may be provided by ordinance.
4. Duties and powers of city judge.
5. Imposition of bail, fines, costs, and sentences.
6. Maintenance of docket and other court rules.
7. Rehearings.
8. City judge to be exclusive judge of law and facts.

SECTION 1. Appointment, oath, compensation, and restrictions on office of city judge. A City Judge who shall constitute the City Court shall be appointed by the Council to serve at the will of the Council or for a term to be fixed by ordinance. He shall take the same oath required of the Mayor and Councilmen. He shall receive such compensation as may be provided by ordinance. Nothing herein is to be construed as prohibiting the City Judge from also serving in administrative duties under this Charter.

SECTION 2. Absence or disability of city judge. The Council shall designate a qualified person to serve in the absence or disability of the City Judge.

SECTION 3. Term of office of city judge may be provided by ordinance. In the event a term of office is provided by ordinance, there shall also be provided the conditions which will create a vacancy in the office, how the vacancy shall be filled, and such other matters as the Council deems necessary.

SECTION 4. Duties and powers of city judge. The City Judge shall try all persons charged with violation of the ordinances of the City. He shall have the power to levy fines, penalties and forfeitures not exceeding \$50 for each offense and to impose such costs as the Council may by ordinance provide, to issue all necessary process, to administer oaths, and to punish for contempt by fine not exceeding \$10.

SECTION 5. Imposition of bail, fines, costs, and sentences. The bail of persons arrested and awaiting trial and persons appealing the decision of the City Judge shall be fixed by the City Judge and upon such security as in his discretion he deems necessary or as otherwise provided by ordinance. Cash bail of persons arrested may be accepted at such times and by officials other than the City Judge as provided by ordinance, but no officer shall accept cash bail unless the person arrested shall be given a receipt which shall explain the nature of the deposit. The receipt shall be in duplicate and a copy with the money deposited shall be filed with the City Judge. Fines and costs may be paid by installments to be fixed and security determined as provided by ordinance. Upon failure to pay fines or to furnish security, the City Judge shall commit the offender to the jail or workhouse until such fines have been paid. For each day's confinement there shall be credited \$5.00 toward the fine.

SECTION 6. Maintenance of docket and other court rules. The City Judge shall keep a docket. The Council may by ordinance require such other records, fix the time for holding court, and provide such other rules and regulations for the proper functioning of the court as deemed necessary.

SECTION 7. Rehearings. Whenever any person convicted of the violation of an ordinance of the City shall show to the satisfaction of the City Judge that new evidence of his innocence not available to him at the trial which evidence, if true, could result in acquittal, the City Judge may grant a rehearing if petitioned within nine days of the trial.

SECTION 8. City judge to be exclusive judge of law and facts. The City Judge shall be the exclusive judge of the law and facts in every case before him, and no official or employee of the City shall attempt to influence his decision except through pertinent facts presented in court.

ARTICLE XII

CIVIL SERVICE SYSTEM

SECTION

1. Composition, appointment, compensation and qualification of board members.
2. Officers of the board.
3. Employees covered by the civil service system.
4. Hiring not to be a matter before the board.
5. Duties and decisions of the board.
6. Investigations, hearings and appeals of the board.
7. Enforcement.
8. Oath required.
9. Violations punishable.

SECTION 1. Composition, appointment, compensation and qualifications of board members. There is hereby created a civil service system for the City of Loudon, Tennessee. A civil service board, hereinafter referred to as "the board" to consist of three members is hereby created to administer the said civil service system. One member of the Board shall be elected by the governing body of the City of Loudon; one member shall be elected by the members or employees of the City of Loudon covered by the civil service system. These two members shall then elect a third person within ten days after their appointment and qualification, and the person agreed upon by the two members so appointed shall be and constitute the third member of the board. Provided, that if the two members appointed and selected shall fail to agree within ten days after their appointment then in that event the governing body of the City of Loudon shall appoint three citizens to meet and confer with three other citizens appointed by the employees of the City of Loudon and this joint committee of six shall meet, within ten days, and appoint a person not a member of the governing body of the City of Loudon, nor an employee of the City of Loudon, who shall constitute the third member of the board.

These three members thus appointed to the board shall serve as the Commission until July 31, 1964, or until their successors are appointed and qualified. Thereafter and by the same process three members shall be elected to said Board, who may be re-appointed members or new members and the member selected by the governing body of the City of Loudon, Tennessee, shall serve for six years, commencing on August 1, 1964, and the member selected by the employees of the City of Loudon shall serve for a period of four years, commencing with August 1, 1964, and the member selected by the two representatives from the governing body of the City of Loudon and from the employees, or from the joint committee provided in the above paragraph shall serve for a period of two years from August 1, 1964, and thereafter prior to

August 1st of each even year the member of the board whose term expires shall be replaced or reappointed for a six year term by an appointment in the same manner provided for his original appointment.

The members of this board shall receive for their services the sum of \$100.00 per year, to be paid out of the General Fund of the City of Loudon.

No person shall be appointed to the board who is not a citizen of the United States and a resident of the City of Loudon for at least one year preceding such appointment. No employee or Councilman of the City of Loudon, nor any elected official of the State of Tennessee, or the County of Loudon nor any other public office holder shall be a member of said board.

Any member of the board may be removed from the office for incompetency, dereliction of duty, malfeasance in office or upon conviction of any crime involving moral turpitude. However, no member of the board shall be removed until charges shall have been preferred in writing, due notice thereof given to him and a full public hearing is given before the governing body of the City of Loudon. Any member so removed may, within ten days, appeal to the Chancery Court for Loudon County, Tennessee, which court shall thereupon proceed to hear such appeal. Such hearing shall be confined to the determination of whether the order of removal made by the governing body of the City of Loudon was or was not made in good faith for proper cause, and no appeal to such court shall be taken except upon such grounds and the decision of such court shall be final.

Two members of this board shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the board. Provided that due notice of all meetings shall be given to all three board members at least forty-eight hours in advance by written notice of either the Chairman or Secretary of said Board.

SECTION 2. Officers of the board. The board members shall elect one of three as the chairman who shall preside over all meetings, one as vice-chairman to serve in the absence of the chairman, and the third as secretary. It shall be the duty of the secretary to keep complete and accurate records of all proceedings held by the board in a minute book to be provided for that purpose. Said secretary shall likewise keep a complete and accurate record of employment lists provided for by the Loudon Utilities and the City of Loudon. It shall be the duty of the officials of the City of Loudon to make adequate financial provision for the performance of the duties of this board in carrying out this Article, including stenographic service to the secretary, but only for official business of the board.

SECTION 3. Employees covered by the civil service system. All persons except the city manager and the manager of Loudon Utilities holding positions on a paid full-time basis in the service of the City of Loudon or Loudon Utilities are inducted into the civil service of the City of Loudon; provided, however, any

employee appointed to a position with the City of Loudon or Loudon Utilities whether by original appointment or promotion shall be subject to a probationary period as determined by the personnel rules and regulations of the respective governing body of the City of Loudon or Loudon Utilities. [As replaced by Pvt. Acts 1991, ch. 28, and further replaced by Pvt. Acts 1993, ch. 4]

SECTION 4. Hiring not to be a matter before the board. All hiring and employing of various employees in the several departments of the City of Loudon and Loudon Utilities shall be governed by this Charter and such rules and regulations adopted by the respective governing bodies not inconsistent with this Charter, and such hiring shall not be a matter before this board.

SECTION 5. Duties and decisions of the board. It shall be the duty of the board to:

- (a) Investigate complaints and grievances of employees relative to suspensions, demotions, or discharges.
- (b) Insure that all hearings and investigations before the board relative to suspensions, demotions or discharges shall be governed by the rules of practice and procedure adopted by the board, and subject to the provisions of this Charter and the City's personnel policy. The board shall not be bound by rules of legal evidence. No informality in any procedure or hearing shall invalidate any order, decision, rule or regulation made or approved by the board; provided, however, that no decision shall be binding unless concurred in by at least two of the board members.

SECTION 6. Investigations, hearings and appeals of the board. No person covered by this Article who shall have been permanently appointed to a full pay position and not under any probationary period shall be demoted, suspended or discharged except for cause. Any person so suspended, demoted or discharged may within twenty days from the time of his demotions suspension or discharge file with the board a written demand for an investigation, whereupon the board shall conduct such investigation. The investigation shall be confined to the determination of whether such demotion suspension or discharge was or was not made in good faith for cause. After the investigation the board may affirm the removal, demotion, or suspension or if it shall find that the action was not in good faith for cause it may order the immediate reinstatement or reemployment of such person in the office, place or position from which such person was demoted, discharged or suspended, which provisions may be retroactive, if the board so provides, entitling such person to pay or compensation at his regular rate prior to his demotion, suspension or discharge, from the time of such demotion, suspension, or discharge.

The board in its discretion in lieu of affirming or reversing the demotion, suspension, or discharge, may modify the order by directing a suspension

without pay for a given period and subsequent restoration of duty, grade or pay; and the finding of the board shall be certified in writing to the City Manager and shall be forthwith enforced by him.

All investigations made by the board and hearings pursuant to the provisions of this Article shall be made by public hearing, after reasonable notice to the accused of the time and place of such hearing, at which hearing the accused shall be afforded an opportunity of appearing in person or by counsel and presenting his defense. At such hearing the substance of the testimony of all witnesses shall be preserved in writing and a record or account shall be kept of all proceedings. From any order adverse to the accused, the latter may appeal to the Chancery Court of Loudon County, Tennessee. Such appeal shall be taken by serving the board, within ten days after entry of such order, a written notice of appeal, stating the ground or grounds thereof, and demanding a certified transcript of the records of the hearing and all papers pertinent to said employee in said hearing, and on file with the officers or superiors under whom he worked, affecting or relating to such employment. The board within twenty days after such appeal shall file such records with the Court. The Chancery Court shall thereon proceed to hear and determine such appeal, provided, that such hearing shall be confined to the determination of whether the order of demotion, discharge or suspension approved by the board was or were made or not made in good faith and for cause, and no appeal to such Chancery Court shall be taken except upon such ground or grounds as set forth in said notice and the decision of said Chancery Court shall be final.

Provided further, that a Court Reporter shall not be required in the proceeding before the board, that the substance of the testimony of any witness before the board will be kept by the secretary of said board for records of said hearing, or by a stenographer employed for that purpose.

Provided further, that the board may retain counsel to represent the board and advise them at any and all hearings before the board but in no case shall such counsel be the City Attorney of the City of Loudon.

SECTION 7. Enforcement. It shall be the duty of the board to begin and conduct all civil suits which may be necessary for the proper enforcement of this Article, and to defend all civil suits which may be brought against the board or appeals from its determination. The board shall be authorized to retain counsel for the purpose of prosecuting or defending such suits and the expenses thereof shall be borne by the City of Loudon. In no case shall the City Attorney of the City of Loudon represent the board.

SECTION 8. Oath required. No person shall be discharged, suspended, or demoted from any position held by such employee, due to his political or religious opinions, but all employees covered hereby must take an oath to support the Constitution of the United States of America and the Constitution of the State of Tennessee.

SECTION 9. Violations punishable. Failure on the part of the board, or any member thereof, or on the part of the City Manager or his employees or the governing body of the City of Loudon, or any member thereof, to comply with the terms of this Article shall be considered a violation of this Article and shall be punishable as such.

ARTICLE XIII

MISCELLANEOUS AND TRANSITIONAL PROVISIONS

SECTION

1. Corporate existence, existing ordinances and resolutions.
2. Expiration of terms of elected officers.
3. Legal effect of this act.

SECTION 1. Corporate existence, existing ordinances and resolutions. The corporate existence of the City of Loudon is continued. All existing ordinances, resolutions or other actions of the Board of Commissioners not inconsistent with this Charter shall remain in full force and effect until amended or repealed in the manner herein provided.

SECTION 2. Expiration of terms of elected officers. The Board of Commissioners in office when this Act is ratified shall continue in office as the Mayor and Councilmen until their successors are elected and qualified.

SECTION 3. Legal effect of this act. This Act is declared to be a Public Act, and may be read in evidence in all courts of law and equity. All ordinances and resolutions and proceedings of the City Council created by this Charter may be proven by the seal of said Corporation, attested by the Recorder, and, when printed and published by the authority of said corporation and certified by the Recorder, shall be received in evidence in all courts and places without further proof.

SECTION 2.¹ BE IT FURTHER ENACTED, That all Acts and parts of Acts in conflict with this Act be and the same are hereby repealed from and after the effective date of this Act as hereinafter provided.

SECTION 3. BE IT FURTHER ENACTED, That if any Section or part of a Section of this Act shall be finally adjudged by a court of competent jurisdiction to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other Section or part of

¹Everything up to here is a part of section 1 which begins on page 1.

a Section of this Act, unless it clearly appears that such other Section or part of a Section is wholly or necessarily dependent for its operation upon the Section or part of a Section so held unconstitutional or invalid.

SECTION 4. BE IT FURTHER ENACTED, That this Act shall become operative in accordance with its provisions upon approval by a two-thirds vote of the Board of Commissioners of the City of Loudon, Tennessee.¹

SECTION 5. BE IT FURTHER ENACTED, That this Act shall take effect upon its passage, the public welfare requiring it.

PASSED: April 16, 1975

s/Ned R. McWherter
SPEAKER OF THE HOUSE OF REPRESENTATIVES

s/John S. Wilder
SPEAKER OF THE SENATE

APPROVED this 24th day of April 1975

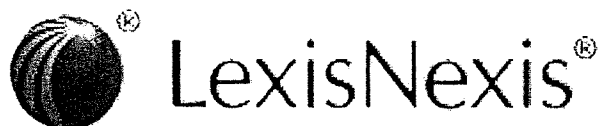
s/Ray Blanton
GOVERNOR

¹Approved by ordinance No. 555 passed on final reading May 12, 1975.

Private Acts Comprising the Charter of Loudon, Tennessee

Year	Chapter	Subject
1927	229	Basic charter act.
1927	689	Amended subsection 8 of section 7 of the charter.
1927	781	Authorized annual tax for street purposes.
1929	642	Authorized \$85,000.00 bond issue for water, sewers and fire hydrants and provided for operation of systems.
1931	765	Amended section 4 of the charter.
1935	61	Authorized \$15,000.00 bond issue for outstanding debts.
1935	507	Authorized \$15,000.00 bond issue for sewers.
1937	325	Amended sections 25 and 26 of the charter.
1939	280	Validated \$25,000.00 bond issue for sewers and streets.
1941	109	Authorized \$30,000.00 bond issue for streets.
1943	194	Amended sections 25 and 26 of the charter.
1943	196	Amended section 12 of the charter.
1943	252	Authorized \$60,000.00 bond issue for outstanding debt.
1945	1	Amended section 2 of the charter.
1945	371	Amended section 12 of the charter.
1945	372	Validated \$40,000.00 funding bond issue.

Year	Chapter	Subject
1947	473	Amended chapter 371, private acts of 1945.
1961	131	Amended sections 9, 18, and 28 of the charter.
1961	337	This act is same as chapter 131, private acts of 1961.
1963	128	Civil service act.
1967	321	Amended sections 3 and 4 of the charter.
1970	202	Provided for use of payments in lieu of taxes from electric system.
1970	277	Amended chapter 202, private acts of 1970.
1972	299	Amended section 16 of the charter.
1975	74	Complete revision of charter.
1976	234	Amended article II, section 1 (6), of the charter.
1987	89	Amended article IV, section 2 of the charter.
1988	184	Amended article III of the charter.
1991	26	Amended article II, section 1 of the charter to add subsections 35 and 36.
1991	28	Amended article XII, section 3 of the charter.
1993	4	Replaced article XII, section 3 of the charter.
2008	86	Replaced article III, section 1, amended article III, section 3, and amended article IX, section 14 of the charter.



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*** CURRENT THROUGH THE 2010 REGULAR SESSION ***
*** ANNOTATIONS CURRENT THROUGH MARCH 31, 2011 FOR THE TENNESSEE SUPREME COURT ***

Title 12 Public Property, Printing And Contracts
Chapter 9 Interlocal Cooperation

GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-101 (2011)

12-9-101. Short title.

This chapter may be cited as the "Interlocal Cooperation Act."

HISTORY: Acts 1967, ch. 350, § 2; T.C.A., § 12-801.

NOTES: *Cross-References.*

Agreements with other states concerning medical laboratories, §§ 68-29-102, 68-29-133.

Cooperation between departments of state government, § 4-4-112.

Garbage services, cooperation with county, title 5, ch. 19.

Housing of convicted felons by counties, § 41-8-106.

Interlocal cooperation, ambulance services, § 7-61-104.

Interlocal cooperation, counties with contiguous counties, § 5-1-114.

Interlocal cooperation, counties with municipalities, § 5-1-113.

Interlocal cooperation, fire fighting, municipalities, title 6, ch. 54, part 6.

Interlocal cooperation, home mortgages, § 7-60-217.

Interlocal cooperation, joint building inspectors, municipalities not exceeding 25,000 population, § 6-54-116.

Interlocal cooperation on transportation systems, title 7, chapter 56.

Joint educational facilities and services, title 49, ch. 2, part 13.

Joint municipal and county park and recreation systems, § 11-21-112.

Municipal police powers, mutual aid agreements, § 6-54-307.

Section to Section References.

This chapter is referred to in §§ 5-16-103, 5-17-101, 6-56-302, 7-39-312, 7-39-319, 7-56-105, 7-86-105, 11-14-308, 11-21-112, 29-20-107, 29-20-207, 29-20-401, 41-12-121, 50-6-701, 50-6-702, 50-6-705, 58-8-103, 64-7-101, 65-36-104, 65-36-107, 68-29-102, 68-29-133.

This part is referred to in §§ 9-21-105, 42-3-104, 58-8-112.

Law Reviews.

Selected Tennessee Legislation of 1986, 54 *Tenn. L. Rev.* 457 (1987).

Attorney General Opinions.

Interlocal agreements under *T.C.A.* §§ 12-9-101 et seq., OAG 06-081 (5/1/06).

Comparative Legislation.

Interlocal cooperation:

Ark. Code § 25-20-101 et seq.

Ga. O.C.G.A. § 36-69A-1 et seq.

Ky. Rev. Stat. Ann. § 65.210 et seq.

Miss. Code Ann. § 17-13-1 et seq.

N.C. Gen. Stat. § 160A-460 et seq.

NOTES TO DECISIONS

I. Legislative Intent.

1. Legislative Intent.

This chapter provides no substantive rights or obligations but is simply a procedural statute which enables political subdivisions to combine efforts to achieve common goals. The legislature's failure to include an exculpatory clause does not imply that the legislative branch intended to impose liability on political subdivisions which join together under this chapter. *Foster Wheeler Energy Corp. v. Metropolitan Knox Solid Waste Authority, Inc.*, 970 F.2d 199, 1992 U.S. App. LEXIS 16712 (6th Cir. Tenn. 1992), rehearing denied, 970 F.2d 199, 1992 U.S. App. LEXIS 20940 (6th Cir. 1992).

Collateral References.

Counties 20 et seq.

Municipal Corporations 52 et seq.



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*** CURRENT THROUGH THE 2010 REGULAR SESSION ***
*** ANNOTATIONS CURRENT THROUGH MARCH 31, 2011 FOR THE TENNESSEE SUPREME COURT ***

Title 12 Public Property, Printing And Contracts
Chapter 9 Interlocal Cooperation

GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-102 (2011)

12-9-102. Purpose.

It is the purpose of this chapter to permit local governmental units the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

HISTORY: Acts 1967, ch. 350, § 1; T.C.A., § 12-802.



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*** CURRENT THROUGH THE 2010 REGULAR SESSION ***
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Title 12 Public Property, Printing And Contracts
Chapter 9 Interlocal Cooperation

GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-103 (2011)

12-9-103. Definitions.

As used in this chapter, unless the context otherwise requires:

(1) "Local government entity" means any city, town, municipality, county, including any county having a metropolitan form of government, local education agency, development district, utility district, human resource agency or other political subdivision of this state;

(2) "Local government joint venture entity" means any entity created pursuant to this chapter, including, but not limited to, a self-insurance pool, trust, joint venture, nonprofit organization, or any other type of organization that is sponsored, owned, operated, or governed by two (2) or more local government entities as a separate and specific activity;

(3) "Public agency" means:

(A) Any political subdivision of this state;

(B) Any private incorporated fire department and industrial fire department not supported by public funds or which are only partially supported by public funds;

(C) Any incorporated rescue squad that is not supported by public funds or that is only partially supported by public funds;

(D) Any agency of the state government or of the United States; and

(E) Any political subdivision of another state; and

(4) "State" means a state of the United States.

HISTORY: Acts 1967, ch. 350, § 3; T.C.A., § 12-803; Acts 1983, ch. 45, § 2; 1995, ch. 17, § 1; 2006, ch. 923, § 1.

NOTES: Section to Section References.

This section is referred to in § 7-39-312.



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*** CURRENT THROUGH THE 2010 REGULAR SESSION ***
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Title 12 Public Property, Printing And Contracts
Chapter 9 Interlocal Cooperation

GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-104 (2011)

12-9-104. Interlocal agreements.

(a) (1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state, including those provided in § 6-54-307 or § 68-221-1107(b), may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency. The authority for joint or cooperative action of political subdivisions shall apply to powers, privileges or authority vested in, funded by, and/or under the control of their governing bodies and relative to which the governing bodies may make other types of contracts. No joint or cooperative agreement shall be entered into affecting or relating to the constitutional or statutory powers, privileges or authority of officers of political subdivisions, or of agencies of political subdivisions with a separate governing board and having powers granted by statute independent of the governing body. Notwithstanding any provision of the law to the contrary, any municipality may enter into an agreement with the sheriff, court of general sessions, and the governing body of any county in which it is located to provide for the enforcement of the municipality's ordinances according to the provisions of §§ 8-8-201(34) and 16-15-501. The agreement between the municipality and the county governing body shall be limited to provide that the cost of such enforcement will be borne by the municipality where the court costs paid over to the county, as provided by § 16-15-501, are not adequate.

(2) Agencies of political subdivisions that have governing boards separate from the governing bodies of the political subdivisions may make agreements for joint or cooperative action with other such agencies and with other public agencies. The power to make joint or cooperative agreements includes any power, privilege or authority exercised or that may be exercised by each of the agencies that is a party to the agreement. Agreements between agencies of political subdivisions that have separate governing boards and other such agencies and agreements between such agencies and public agencies shall substantially conform to the requirements of this chapter. The governing bodies of such political subdivisions shall require agreements made by their agencies pursuant to this chapter to be submitted to the governing body for approval before the agreements take effect.

(b) Any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action

pursuant to the provisions of this chapter. Appropriate action of the governing bodies of the participating public agencies by resolution or otherwise pursuant to law shall be necessary before any such agreement may enter into force.

(c) Any such agreement shall specify the following:

(1) Its duration;

(2) The precise organization, composition and nature of any separate legal or administrative entity or entities created thereby, which may include, but is not limited to, a corporation not for profit, together with the powers delegated to such a corporation;

(3) Its purpose or purposes;

(4) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for such undertaking;

(5) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(6) Any other necessary and proper matters.

(d) In the event that the agreement does not establish a separate legal entity or entities to conduct the joint or cooperative undertaking, the agreement shall, in addition to the requirements of subdivisions (c)(1)-(6), contain the following:

(1) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented; and

(2) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.

(e) (1) No agreement made pursuant to this chapter shall relieve any public agency of any obligation or responsibility imposed upon it by law, except that, to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity or entities created by an agreement made hereunder, those performances may be offered in satisfaction of the obligation or responsibility.

(2) (A) Notwithstanding the provisions of title 9, chapter 21, including § 9-21-105 and § 9-21-107 to the contrary, a separate legal or administrative entity, created by interlocal agreement between two (2) or more political subdivisions of the state acting pursuant to this chapter, is not empowered to:

(i) Assess, levy, or collect ad valorem taxes;

(ii) Issue general obligation bonds; or

(iii) Exercise the power of eminent domain.

(B) However, to the extent that the participating political subdivisions possess such powers, the political subdivisions may exercise such powers on behalf and for the benefit of the separate legal or administrative entity.

(f) Financing of joint projects by agreement shall be as provided by law.

HISTORY: Acts 1967, ch. 350, § 4; 1973, ch. 88, § 3; 1973, ch. 355, § 3; T.C.A., § 12-804; Acts 1981, ch. 289, § 3; 1982, ch. 930, § 2; 1984, ch. 890, § 1; 1985, ch. 84, §§ 1-4; 1986, ch. 698, § 1; 1990, ch. 921, § 2; 1991, ch. 91, § 1;

1992, ch. 880, § 2; 1993, ch. 401, § 1; 2004, ch. 849, § 2.

NOTES: Cross-References.

Mutual aid agreements, § 6-54-307.

Section to Section References.

This section is referred to in §§ 6-54-118, 9-21-105, 7-39-312, 16-15-501, 29-20-401, 65-36-107.

Law Reviews.

Eminent Domain -- Moving Expense -- A Condemnor in Tennessee Is Required to Pay Moving Expense for Fixtures and Chattels Upon Condemnation, 2 *Mem. St. U.L. Rev.* 205.

Attorney General Opinions.

General sessions court judge acting as city court judge, OAG 98-0171 (8/28/98).

County authority to provide crushed stone to entities outside county, OAG 99-058 (3/10/99).

Several utility districts may establish a not for profit corporation as part of an interlocal cooperative agreement for a joint exercise of their powers; whether a district is authorized to support the activities in which the corporation will engage depends on whether its support is necessary or requisite to its authority to own, operate, develop, and maintain a utility district, OAG 03-017 (2/19/03).

Drug task forces are able to own real property in their own name as long as this is allowed by the particular interlocal agreement establishing the task force, OAG 05-038 (3/29/05).

NOTES TO DECISIONS

1. Legislative Intent. 2. Liability. 3. "Separate Legal Entity." 4. Director of Joint Undertaking.

1. Legislative Intent.

This chapter provides no substantive rights or obligations but is simply a procedural statute which enables political subdivisions to combine efforts to achieve common goals. The legislature's failure to include an exculpatory clause does not imply that the legislative branch intended to impose liability on political subdivisions which join together under this chapter. *Foster Wheeler Energy Corp. v. Metropolitan Knox Solid Waste Authority, Inc.*, 970 F.2d 199, 1992 U.S. App. LEXIS 16712 (6th Cir. Tenn. 1992), rehearing denied, 970 F.2d 199, 1992 U.S. App. LEXIS 20940 (6th Cir. 1992).

2. Liability.

This chapter prohibits counties or municipalities from shielding themselves from liability by interposing a cooperation agreement where there is a pre-existing legal obligation which arises from state law, imposing no new rights or obligations on counties or municipalities independent of other sources of state law. *Foster Wheeler Energy Corp. v. Metropolitan Knox Solid Waste Authority, Inc.*, 970 F.2d 199, 1992 U.S. App. LEXIS 16712 (6th Cir. Tenn. 1992), rehearing denied, 970 F.2d 199, 1992 U.S. App. LEXIS 20940 (6th Cir. 1992).

3. "Separate Legal Entity."

Because the 19th judicial district drug task force was not a separate legal entity, but a joint undertaking of several

counties and cities, it was not a "person" amenable to suit under 42 U.S.C. § 1983. *Timberlake v. Benton*, 786 F. Supp. 676, 1992 U.S. Dist. LEXIS 2549 (M.D. Tenn. 1992).

4. Director of Joint Undertaking.

A suit nominally brought against an official as director of a joint undertaking is in fact a suit against the cities and counties comprising the joint undertaking if the official functions as a final policymaker for it. *Timberlake v. Benton*, 786 F. Supp. 676, 1992 U.S. Dist. LEXIS 2549 (M.D. Tenn. 1992).



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GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-105 (2011)

12-9-105. Status of agreements -- Parties to actions.

In the event that an agreement entered into pursuant to this chapter is between or among one (1) or more public agencies of this state and one (1) or more public agencies of another state or of the United States, the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state.

HISTORY: Acts 1967, ch. 350, § 5; T.C.A., § 12-805; Acts 1984, ch. 890, § 2.



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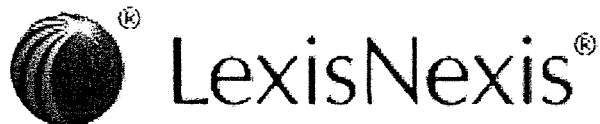
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Tenn. Code Ann. § 12-9-106 (2011)

12-9-106. Approval or disapproval.

In the event that an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control and shall be approved or disapproved by such state officer or agency as to all matters within such officer's or agency's jurisdiction.

HISTORY: Acts 1967, ch. 350, § 6; T.C.A., § 12-806; Acts 1984, ch. 890, § 3.



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Tenn. Code Ann. § 12-9-107 (2011)

12-9-107. Appropriations -- Furnishing of property, personnel and service.

Any public agency entering into an agreement pursuant to this chapter may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish.

HISTORY: Acts 1967, ch. 350, § 7; T.C.A., § 12-807.



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Tenn. Code Ann. § 12-9-108 (2011)

12-9-108. Interlocal contracts for performance of services.

Any one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties. Contracts entered into pursuant to this section need not conform to the requirements set forth in this chapter for contracts for joint undertakings.

HISTORY: Acts 1967, ch. 350, § 8; T.C.A., § 12-808; Acts 1984, ch. 890, § 4.

NOTES: Section to Section References.

This section is referred to in § 7-39-312.



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Tenn. Code Ann. § 12-9-109 (2011)

12-9-109. Contracts under other laws unaffected.

Nothing in this chapter shall prohibit any public agency from contracting with other public agencies under the provisions of existing statutory or charter authority.

HISTORY: Acts 1967, ch. 350, § 9; T.C.A., § 12-809.



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GO TO THE TENNESSEE ANNOTATED STATUTES ARCHIVE DIRECTORY

Tenn. Code Ann. § 12-9-110 (2011)

12-9-110. Contracts for conveyance of property.

(a) Any one (1) or more public agencies may contract with any one (1) or more public agencies for the conveyance or transfer of property, real or personal, if:

(1) The public agency or agencies receiving the conveyance or transfer utilizes the property for a public purpose; and

(2) The governing body of each public agency that is a party to the contract authorizes such conveyance or transfer and determines that the terms and conditions set forth are appropriate.

(b) Any public agency utilizing the authority of this section shall not be required to declare such property surplus prior to the conveyance or transfer, and shall also be exempt from contrary requirements in any budget or purchasing act, public or private.

HISTORY: Acts 2005, ch. 336, § 1.



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Tenn. Code Ann. § 12-9-111 (2011)

12-9-111. Filing of interlocal agreements forming local government joint venture.

Any interlocal agreement entered into by local government entities that creates a local government joint venture entity shall be filed in the office of the comptroller of the treasury within ninety (90) days of execution of the agreement. Any interlocal agreement entered into by local government entities of this state that created a local government joint venture entity that is in effect on June 20, 2006, shall be filed with the office of the comptroller of the treasury within one hundred twenty (120) days of June 20, 2006.

HISTORY: Acts 2006, ch. 923, § 2.



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Tenn. Code Ann. § 12-9-112 (2011)

12-9-112. Annual statement on interlocal agreements that create local government joint venture entity.

(a) Any local government joint venture entity shall, during the term of the agreement, file an annual statement with the office of the comptroller of the treasury. The statement shall set forth the names of all parties to the agreement, the annual revenue and expenses of any entity created under the agreement and the other information required by the comptroller.

(b) The comptroller of the treasury may develop guidelines in furtherance of the administration of this section.

HISTORY: Acts 2006, ch. 923, § 2; 2007, ch. 207, § 1.

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KEY STATUTORY REFERENCES

1. Interlocal Cooperation Act (T.C.A. 12-9-101 et seq.)
2. Solid Waste Management Act of 1991 (T.C.A. 68-211-801 et seq.)
3. Tennessee Governmental Tort Liability Act (T.C.A. 29-20-101)
4. Immunity from Suit of Members of Governmental Boards (T.C.A. 29-20-201)
5. Open Meetings Law (T.C.A. 8-44-101 et seq.)
6. Open Records Law (T.C.A. 10-7-503(a)/10-7-301(6) and 10-7-504 (confidential records)
7. Interest of Officers in Municipal Contracts Prohibited (T.C.A. 6-54-107 and T.C.A. 12-4-101)
8. Procurement Laws
 - a) County Purchasing Law of 1957 (T.C.A. 5-14-101 et seq.)
 - b) Municipal Purchasing Law of 1983 (T.C.A. 6-56-301)
 - c) Exemptions of Professional Services from Competitive Bidding (T.C.A. 12-4-106(a) and 5-14-108(a)(2))
 - d) No Bidding Required on Tort Liability Insurance (T.C.A. 29-20-407)
 - e) Payment and Performance Bond Requirements (T.C.A. 62-6-119)
 - f) Contractors Licensing Law Required to be Included in Bid Proposals (T.C.A. 62-6-119(a))
 - g) Bid Bond Requirements for Construction Managers (T.C.A. 62-6-129)

Financial Statements

LOUDON COUNTY SOLID WASTE
DISPOSAL COMMISSION

Year Ended June 30, 2014

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INDEPENDENT ACCOUNTANTS' AUDIT REPORT

Board of Commissioners
Loudon County Solid Waste Disposal Commission
Loudon, Tennessee

Report on the Financial Statements

We have audited the accompanying financial statements of Loudon County Solid Waste Disposal Commission, which comprise the statement of net position as of June 30, 2014, and the related statement of revenue, expenses, and change in net position, and statement of cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of Loudon County Solid Waste Disposal Commission as of June 30, 2014, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 to 6 be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Loudon County Solid Waste Disposal Commission's financial statements. The schedules of expenditures of state financial assistance and board of commissioners are presented for the purposes of additional analysis and are not a required part of the financial statements.

The schedule of expenditures of state financial assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance is fairly stated in all material respects in relation to the financial statements as a whole.

The schedule of board of commissioners has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 14, 2015, on our consideration of Loudon County Solid Waste Disposal Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Loudon County Solid Waste Disposal Commission's internal control over financial reporting and compliance.

Mitchell Emert & Hill

April 14, 2015

Loudon County Solid Waste Disposal Commission

Management's Discussion and Analysis

June 30, 2014

Introduction

This discussion and analysis is intended to be an introduction to the financial statements and notes that follow this section and should be read in conjunction with them. The Loudon County Solid Waste Disposal Commission ("LCSWDC") is a governmental agency created by Loudon County, the City of Lenoir City and the City of Loudon to operate and manage the Matlock Bend Landfill in Loudon, Tennessee. The Commission also serves as the Municipal Solid Waste Region Board for the Loudon County Solid Waste Region under the Solid Waste Management Act of 1991.

Financial Statement Review

The financial statements herein are comprised of the statement of net position, the statement of revenue, expenses and changes in net position, the statement of cash flows and the accompanying notes to the financial statements.

Financial Highlights as of June 30:

The statement of net position presents information on all LCSWDC's assets and liabilities. Current assets as well as other assets and liabilities are reported in order of their liquidity. The table below presents the significant components of net position:

Condensed statements of net position

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Assets:				
Current and other	\$ 2,884,576	\$ 2,625,388	\$ 2,380,571	\$ 2,440,755
Capital assets	<u>1,447,070</u>	<u>1,453,741</u>	<u>1,436,003</u>	<u>1,029,249</u>
Total assets	<u>\$ 4,331,646</u>	<u>\$ 4,079,129</u>	<u>\$ 3,816,574</u>	<u>\$ 3,470,004</u>
Liabilities:				
Current	\$ 5,853	\$ 10,465	\$ 23,231	\$ 23,332
Long-term	<u>4,915,262</u>	<u>4,600,623</u>	<u>4,133,850</u>	<u>3,664,938</u>
Total liabilities	<u>4,921,115</u>	<u>4,611,088</u>	<u>4,157,081</u>	<u>3,688,270</u>
Net position:				
Investment in capital assets	1,447,070	1,453,741	1,436,003	1,029,249
Unrestricted (deficit)	<u>(2,036,539)</u>	<u>(1,985,700)</u>	<u>(1,776,510)</u>	<u>(1,247,515)</u>
Total net position	<u>(589,469)</u>	<u>(531,959)</u>	<u>(340,507)</u>	<u>(218,266)</u>
Total liabilities and net position	<u>\$ 4,331,646</u>	<u>\$ 4,079,129</u>	<u>\$ 3,816,574</u>	<u>\$ 3,470,004</u>

The statement of revenue, expenses and changes in net position presents LCSWDC's results of operations. The table below is a condensed statement of revenue and expenses:

Condensed statements of revenue, expenses and changes in net position

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Operating revenue	\$ 384,602	\$ 414,611	\$ 439,547	\$ 324,133
Operating expenses	(448,870)	(615,441)	(572,214)	(571,914)
Depreciation and amortization	<u>(6,671)</u>	<u>(5,901)</u>	<u>(5,831)</u>	<u>(5,831)</u>
Net operating (loss)	(70,939)	(206,731)	(138,498)	(253,612)
Non-operating income	<u>13,390</u>	<u>15,278</u>	<u>16,258</u>	<u>25,492</u>
Change in net position	<u>\$ (57,549)</u>	<u>\$ (191,453)</u>	<u>\$ (122,240)</u>	<u>\$ (228,120)</u>

Results of Operations

LCSWDC shows operating revenue of \$384,602, which represents a decrease of \$30,009 below the previous year's operating revenue. At the same time, LCSWDC shows a decrease in operating expenses of \$166,571 over the previous year's operating expenses. LCSWDC shows a negative change in net position due in part to an increase in the utilized capacity of the landfill, which in turn required an increased adjustment to the estimated future liability for closure and post closure costs from the previous year. The increased utilization of the landfill during the year resulted in a \$314,679 increase to the estimated future liability for closure and post closure costs. Additionally, the yearly increase to the estimated future liability for closure and post closure costs increased by \$71,345 from the previous year's estimated costs. As of June 30, 2014, the Commission completed its seventh full year of operations under its 20-year operations contract that commenced on October 1, 2007 and provides for the turn-key operation of Matlock Bend Landfill by the operator instead of the Commission.

The Statement of Cash Flows in the accompanying financial statements is presented using the direct method. This method outlines the sources and uses of cash as it relates to operating income. In addition, included in the Statement of Cash Flows are classifications for non-capital related financing, capital related financing and investing activities.

Capital Assets

Capital asset levels stayed the same from the prior year. The commission did not purchase capital assets during the year ended June 30, 2014.

Future Events

LCSWDC is engaged in discussions with the Matlock Bend landfill operator to modify the existing contract to address an anticipated shortfall of funds to cover the estimated future liability for closure and post closure costs.

Request for Information

Questions concerning this report or other requests for additional information should be directed to Steve Field, Chairman at (865) 576-1057 or at his office located at 100 River Road, #106, Loudon, Tennessee 37774.

Respectfully submitted,

Steve Field,
Chairman

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF NET POSITION

June 30, 2014

ASSETS

CURRENT ASSETS

Cash		\$ 2,846,609
Accounts receivable		25,968
Grants receivable		2,923
Interest receivable		425
Prepaid expenses		<u>8,652</u>

TOTAL CURRENT ASSETS 2,884,576

CAPITAL ASSETS

Land	\$ 1,410,852	
Landfill facilities	<u>125,016</u>	
	1,535,868	
Accumulated depreciation	<u>(88,798)</u>	<u>1,447,070</u>

TOTAL ASSETS \$ 4,331,646

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable		\$ 5,853
------------------	--	----------

LONG-TERM LIABILITIES

Estimated closure/postclosure care cost		4,915,262
-----------------------------------------	--	-----------

NET POSITION

Investment in capital assets	\$ 1,447,070	
Unrestricted	<u>(2,036,539)</u>	<u>(589,469)</u>

TOTAL LIABILITIES AND NET POSITION \$ 4,331,646

See the accompanying notes to the financial statements.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF REVENUE, EXPENSES AND CHANGE IN NET POSITION

Year Ended June 30, 2014

OPERATING REVENUE

Surcharge-host agency		\$ 151,386
Surcharge-closure/post closure security fees		<u>233,216</u>

TOTAL OPERATING REVENUE 384,602

OPERATING EXPENSES

Salaries and wages:		
Board of Commissioners compensation		3,550

Contracted services:

Legal services	\$ 53,486	
Legal services-Poplar Springs Landfill	18,000	
Landfill operations review	15,104	
Accounting and auditing	6,550	
Property maintenance	<u>5,000</u>	98,140

Landfill operations:

Tire disposal	10,721	
Closure and postclosure care	<u>314,679</u>	325,400

Supplies and materials:

Office supplies		115
-----------------	--	-----

Other expenses:

Contributions to City of Loudon for debt service	8,750	
Insurance	4,276	
Trustee's commissions	3,941	
Advertising	2,194	
Travel	1,906	
Miscellaneous	<u>598</u>	21,665

Depreciation 6,671

TOTAL OPERATING EXPENSES 455,541

(LOSS) FROM OPERATIONS (70,939)

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF REVENUE, EXPENSES AND CHANGE IN NET POSITION

(continued)

Year Ended June 30, 2014

NONOPERATING REVENUE

State grant - tire disposal

10,721

Interest

2,669

13,390

CHANGE IN NET POSITION

(57,549)

NET POSITION AT THE BEGINNING OF THE YEAR

(531,920)

NET POSITION AT THE END OF THE YEAR

\$ (589,469)

See the accompanying notes to the financial statements.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF CASH FLOWS

Year Ended June 30, 2014

CASH PROVIDED(USED) BY OPERATING ACTIVITIES	
Cash received from customers	\$ 393,818
Cash paid to employees	(3,550)
Cash paid to suppliers	<u>(137,435)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	252,833
CASH PROVIDED(USED) BY NONCAPITAL AND RELATED FINANCING ACTIVITIES	
State grant - tire disposal	13,711
CASH PROVIDED(USED) BY INVESTING ACTIVITIES	
Interest received	<u>2,669</u>
NET INCREASE IN CASH	269,213
CASH AT THE BEGINNING OF THE YEAR	<u>2,579,590</u>
CASH AT THE END OF THE YEAR	<u><u>\$ 2,848,803</u></u>

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

STATEMENT OF CASH FLOWS

(continued)

Year Ended June 30, 2014

**RECONCILIATION OF (LOSS) FROM OPERATIONS
TO NET CASH PROVIDED(USED)
BY OPERATING ACTIVITIES**

(Loss) from operations		\$ (70,939)
Adjustments to reconcile (loss) from operations to net cash provided by operating activities:		
Depreciation	\$ 6,671	
(Increase)decrease in:		
Accounts receivable	9,216	
Prepaid expenses	(4,376)	
Increase(decrease) in:		
Accounts payable	(4,612)	
Estimated closure/postclosure care cost	<u>314,679</u>	<u>321,578</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		<u>\$ 250,639</u>

See the accompanying notes to the financial statements.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2014

NOTE A - DESCRIPTION OF ORGANIZATION

Loudon County Solid Waste Disposal Commission (the Commission) has been delegated the authority and responsibility for operating the Matlock Bend landfill (the Landfill) under the Amended and Restated Loudon County Solid Waste Disposal Agreement dated March 1, 1993, as amended. This agreement was entered into pursuant to state laws requiring the creation of municipal solid waste regions. In addition to specific powers relative to the operation and management of the Landfill, the Commission is granted all the powers and duties of a municipal solid waste region board as set forth in T.C.A. 268-211-813, et seq.

The Commission's seven member board is appointed by the Loudon County mayor (5 members) and the mayors of City of Loudon, Tennessee (1 member) and Lenoir City, Tennessee (1 member).

The Commission has contracted with a company to operate the Landfill. The company is responsible for the operation of Phase II/IV of the Landfill and the closure and postclosure of Phases I and II/IV during the term of the contract, which expires on September 30, 2027 and is subject to two additional one-year extensions in favor of the Commission. Phase I of the Landfill was closed during the year ended June 30, 1996 and closure was approved by the State of Tennessee Department of Environment and Conservation during fiscal year ended June 30, 1998. Phase III was never developed.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Commission's financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included in the statement of net position. The statement of revenue, expenses and change in net position presents increases (revenue) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenue is recognized in the period in which it is earned while expenses are recognized in the period in which the liability is incurred.

The Commission recognizes revenue when it is earned and measurable, and expenses are recognized when the liability is incurred. Surcharge revenue and revenue for closure and postclosure security fees are classified as operating revenue. All other revenue is reported as nonoperating revenue. Operating expenses are those expenses that are essential to the primary operations. All other expenses are reported as nonoperating expenses.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

(continued)

June 30, 2014

The Commission prepares its financial statements in accordance with GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*. GASB Statement No. 34 establishes standards for external financial reporting for state and local governments and requires that resources be classified for accounting reporting purposes into the following three net position groups:

Investment in capital assets

This category includes capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets. The Commission had no debt as of June 30, 2014. Investment in capital assets at June 30, 2014 has been calculated as follows:

Capital assets	\$ 1,637,661
Accumulated depreciation	<u>(190,591)</u>
	<u>\$ 1,447,070</u>

Restricted: This category includes net position whose use is subject to externally imposed stipulations that can be fulfilled by actions of the Commission pursuant to those stipulations or that expire by the passage of time. When both restricted and unrestricted resources are available for use, it is the Commission's policy to use restricted resources first, then unrestricted resources as needed. The Commission had no restricted net positions as of June 30, 2014.

Unrestricted This category includes net position that is not subject to externally imposed stipulations and that do not meet the definition of "restricted" or "investment in capital assets". Unrestricted net position may be designated for specific purposes by action of management or the Board of Commissioners or may otherwise be limited by contractual agreements with outside parties. The Commission had a deficit of unrestricted net position of \$2,036,539 as of June 30, 2014. The deficit was due to future liabilities exceeding assets, except for capital assets, at June 30, 2014.

Accounts Receivable

Accounts receivable which are deemed uncollectible based upon a periodic review of the accounts are charged to revenue. At June 30, 2014 no allowance for uncollectible accounts was considered necessary.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

(continued)

June 30, 2014

Property and Equipment

Property and equipment is recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives, which range from five to thirty years. The Commission has not adopted a formal capitalization policy.

NOTE C - CASH

Cash represents money on deposit in various banks. The District considers all highly liquid investments with an original maturity date of three months or less when purchased to be cash equivalents.

State of Tennessee law authorizes the District to invest in obligations of the United States of America or its agencies, nonconvertible debt securities of certain federal agencies, other obligations guaranteed as to principal and interest by the United States of America or any of its agencies, secured certificates of deposit and other evidences of deposit in state and federal banks and savings and loan associations, and the Tennessee Department of Treasury Local Government Investment Pool (the LGIP). The LGIP contains investments in certificates of deposit, U.S. Treasury securities and repurchase agreements, backed by the U.S. Treasury securities. The Treasurer of the State of Tennessee administers the investment pool.

All deposits with financial institutions in excess of Federal Deposit Insurance Corporation (FDIC) limits are required to be secured by one of two methods. Excess funds can be deposited with a financial institution that participates in the State of Tennessee Bank Collateral Pool. For deposits with financial institutions that do not participate in the State of Tennessee Bank Collateral Pool, state statutes require that all deposits be collateralized with collateral whose market value is equal to 105 percent of the uninsured amount of the deposits.

The Commission's cash and investments at June 30, 2014 are held by the Loudon County Trustee in the Commission's name and are entirely insured through the Federal Deposit Insurance Corporation or the State of Tennessee Bank Collateral Pool.

Cash received by the Commission for closure and postclosure security fees was \$1,331,519 as of June 30, 2014. Management intends to use this cash to partially satisfy the closure/post-closure costs described in Note G.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

(continued)

June 30, 2014

NOTE D - CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2014 was as follows:

	<u>Balance 7/1/13</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/14</u>
<u>Capital assets not being depreciated</u>				
Land	\$ 1,410,852	\$ 0	\$ 0	\$ 1,410,852
<u>Capital assets being depreciated</u>				
Landfill facilities	125,016	0	0	125,016
Machinery and equipment	<u>101,793</u>	<u>0</u>	<u>(101,793)</u>	<u>0</u>
	226,809	0	(101,793)	125,016
<u>Accumulated depreciation</u>				
Landfill facilities	(82,127)	(6,671)	0	(88,798)
Machinery and equipment	<u>(101,793)</u>	<u>0</u>	<u>(101,793)</u>	<u>0</u>
	<u>(183,920)</u>	<u>(6,671)</u>	<u>(101,793)</u>	<u>(88,798)</u>
	<u>\$ 1,453,741</u>	<u>\$ (6,671)</u>	<u>\$ 0</u>	<u>\$ 1,447,070</u>

NOTE E - RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Landfill operator, on behalf of the Commission carries commercial insurance for various risks of loss, including general liability coverage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

(continued)

June 30, 2014

NOTE F - COMMITMENTS

The Commission has completed seven full years of operations under its operations contract with its operator dated as of July 1, 2007, which provides for the turnkey operations of the Landfill by the Commission's existing operator, Santek Environmental, Inc. (Santek), commencing on October 1, 2007. The prior operations agreement dated April 5, 1994 was amended on June 19, 2007 to provide for the termination of that contract effective September 30, 2007. The current operations agreement provides for a twenty-year term ending on September 30, 2027 and also grants the Commission the right, at its option, to extend the operations contract for two additional one-year extensions. Under the previous contract, the Commission received all tipping fee revenue and contracted with Santek to operate the Landfill. In accordance with the current agreement, Santek receives all revenue for tipping fees, pays operating costs of the Landfill, and pays a host fee and closure/postclosure fees to the Commission.

NOTE G - CLOSURE AND POSTCLOSURE CARE COST

State and federal laws and regulations require a final cover to be placed on the Landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for a minimum of thirty years after closure. Phase I of the Landfill was closed during the year ended June 30, 1996. However, state certification of closure was not approved until the year ended June 30, 1998.

Although closure and postclosure care costs will be paid only near or after the date that the Landfill stops accepting waste, the Commission reports a portion of these closure and postclosure care costs as an operating expense in each period based on Landfill capacity used as of the date of the statement of net assets. Landfill facilities operation expense reported in the accompanying financial statements consists of \$314,679 for the current year increase in the estimated liability for closure and postclosure costs.

At June 30, 2014, the estimated liabilities for closure and postclosure care costs were as follows:

Phase I	\$ 610,382
Phase II/IV	<u>4,304,880</u>
	<u>\$ 4,915,262</u>

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

NOTES TO THE FINANCIAL STATEMENTS

(continued)

June 30, 2014

The liabilities were estimated based on information provided by the State of Tennessee Department of Environment and Conservation when the corresponding cells of the Landfill were initially permitted. Closure and postclosure costs related to Phase I were recognized by the Commission in prior periods based on Landfill capacity as of the date of each statement of net position. The liability for Phase II/IV represents the estimated cumulative amount of closure and postclosure care costs reported to date based on the use of 59% of the estimated capacity of the Landfill for that phase. The Commission will recognize the remaining estimated cost of \$2,991,527 as the remaining permitted capacity of the Landfill is filled. These amounts are based on what it would cost to perform all closure and postclosure care in 2014. The Commission expects to close Phase II/IV of the Landfill in August of 2030 (assuming 80,000 tons of waste per year). The Commission is seeking a permit modification which would extend the life of the landfill and result in a new phase. Actual costs of closure and postclosure may vary based on inflation, deflation, technology, or applicable laws and regulations.

Loudon County, Tennessee (the County) has entered into a Contracts in Lieu of Performance Bond with the State of Tennessee Department of Environment and Conservation for Phase I (dated February 24, 1994) and for Phase II/IV (dated September 1, 1997), which are amended from time to time. In the event the County fails to perform closure and postclosure care requirements pursuant to all applicable laws, statutes, rules and regulations as such laws, rules, statutes and regulations may be amended, the contracts pledge future revenues of the County, disbursed from the State of Tennessee to the County, up to the amount of \$7,296,407 (covering all phases of the Landfill) as of June 30, 2014, for closure and postclosure care.

NOTE H - CONTRIBUTIONS TO CITY OF LOUDON, TENNESSEE

The Commission makes contributions of \$3,750 per quarter to City of Loudon, Tennessee to defray the cost associated with the retirement of debt incurred by City of Loudon, Tennessee to extend utility service lines to the Landfill. The timing of these payments vary so some years the total will not equal \$15,000. The loan payments commenced in March 2002 and are expected to end in February 2022.

SUPPLEMENTARY INFORMATION

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

BOARD OF COMMISSIONERS

June 30, 2014

Steve Field, Chairman
John Watkins, Vice-Chairman
Robert Harrison, Secretary/Treasurer
Larry Jameson, Member
Tom Paul, Member
Brian Jenkins, Member
Jim Akins, Member

See the accompanying independent accountants' audit report.

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

EXPENDITURES OF STATE FINANCIAL ASSISTANCE

June 30, 2014

<u>State Grantor</u>	<u>CFDA #</u>	<u>Contract Number</u>	<u>Expenditures</u>
<u>State Financial Assistance</u>			
State of Tennessee Department of Environment and Conservation - Tire Disposal Grant	N/A	7-1-11 GG	<u>\$ 10,721</u>

NOTE 1 – BASIS OF PRESENTATION

This schedule summarizes the expenditures of Loudon County Solid Waste Disposal Commission under programs of the state government for the year ended June 30, 2014. This schedule is presented using the modified accrual basis of accounting.

See the accompanying independent accountants' audit report.

INTERNAL CONTROL

AND

COMPLIANCE

INDEPENDENT ACCOUNTANTS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Loudon County Solid Waste Disposal Commission
Loudon, Tennessee

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America, the financial statements of Loudon County Solid Waste Disposal Commission, which comprise the statement of net position as of June 30, 2014, and the related statements of revenue, expenses and change in net position, and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated April 14, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Loudon County Solid Waste Disposal Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Loudon County Solid Waste Disposal Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of Loudon County Solid Waste Disposal Commission's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Loudon County Solid Waste Disposal Commission's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Loudon County Solid Waste Disposal Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we have reported to management of Loudon County Solid Waste Disposal Commission in a separate letter dated April 14, 2015.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Loudon County Solid Waste Disposal Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Loudon County Solid Waste Disposal Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



April 14, 2015

LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION

PRIOR YEAR FINDINGS AND QUESTIONED COSTS

Year Ended June 30, 2014

There were no prior year findings reported.

KENNERLY, MONTGOMERY & FINLEY, P.C.

ALEXANDER H. TAYLOR
JACK M. TALLENT, II
G. WENDELL THOMAS, JR.
STEVEN E. SCHMIDT
N. H. TRAMMELL
DULTER GILBERT
H. HUNTER CAGLE
ROBERT H. GREEN
WILLIAM S. LOCKETT, JR.
REBECCA BRAKE MURRAY
JAMES N. GORE, JR.
JAY ARTHUR GARRISON
TERRILL L. ADKINS
KENNETH W. WARD
JAMES A. HOLIFIELD, JR.
KRISTI D. MCKINNEY
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November 21, 2003

Steve Field, Chairman
Loudon County Solid Waste
Disposal Commission
100 River Road #106
Loudon, Tennessee 37774

Re: Engagement as General Counsel

Dear Mr. Field:

We are honored by the recent decision of the Loudon County Solid Waste Disposal Commission of Loudon County, Tennessee (the "Commission") to retain this firm as the Commission's general counsel. This letter will outline the proposed terms and conditions of our representation of the Commission with respect to its legal affairs.

The scope of our representation is to serve as general counsel to the Commission, subject to the terms of this letter and such specific directives as may be issued from time to time by the Commission or the Commission's Chairman (the "Chairman"). We will represent the Commission at its regular monthly meetings and any specially called meetings unless our attendance is not required as directed by the Commission or the Chairman. We will review each month's meeting agenda, as well as those agendas for specially called meetings, for possible legal issues and advise the Chairman accordingly. We will also review the Commission's meeting minutes prior to their approval by the Commission. We will also respond to individual questions and inquiries from the Commission and the Commission's officers related to their responsibilities or duties with the Commission and on other related Commission matters. We will also endeavor to advise the Commission on such matters of general law that may adversely affect the responsibilities and duties of the Commission and its officers as such issues come to our attention.

We will also undertake from time to time such additional assignments concerning the Commission or its affairs as the Commission or its Chairman may direct, including without limitation assignments regarding interpretation of federal or state laws or the effect of these laws on the operations and affairs of the Commission. We will also be responsive to the Chairman, who may assign to us such research, case review or other legal and administrative assignments

Steve Field, Chairman
November 21, 2003
Page 2 of 3

concerning the Commission's operations and affairs as he deems necessary, and we will endeavor to keep the Chairman advised of any legal issues that we become aware of that may adversely affect the proper operation and administration of the Commission. Finally, we will be responsive to direct contacts from Commission customers, contract vendors and governmental bodies who have oversight or other responsibilities related to the Commission when such matters are assigned to us by the Commission or the Chairman. However, until assigned to us, we will refer direct contacts from such entities and individuals to the Chairman or the Commission, as appropriate.

I will be serving as the principal attorney with regard to the Commission's representation and may be assisted from time to time by G. Wendell Thomas, Jr., who is a shareholder in our firm with considerable experience in commercial litigation and government law. Our secretary is Diana Smiddy, and I encourage you to contact her should Wendell or I not be available. While in most instances either Wendell or I will handle the work for the Commission, there may be times when questions or assignments arise that require that we consult with other attorneys in the office who have more experience in that particular area of law. In such situations, I will consult with the Chairman before substantial time is spent with another attorney. In assignments that involve substantial research, we may also, from time to time, utilize associates or law clerks in our office when doing so will be more economical for the Commission because of lower billing rates.

We will provide monthly statements including itemized descriptions of all work performed and expenses incurred. Our statements will be based upon the hourly rates shown on the enclosed fee schedule, which are effective as of January 1, 2003. Our hourly rates are customarily reviewed in December of each year, and, if appropriate, adjusted as of the first of the calendar year. I do not anticipate any increases in our hourly rates at this time for 2004. Should it become necessary to utilize the services of any other attorneys and/or paralegals, their time will be billed at their hourly rates in effect when the services are performed. We reserve the right to charge our hourly rate for travel time spent on behalf of the Commission when it occurs during normal business hours.

Our statements will also list all out-of-pocket expenses incurred on the Commission's behalf, such as photocopying, computer assisted research, travel expenses and secretarial overtime.

In the event that our statements are not paid in a timely fashion, we reserve the right to withdraw from further representation of the Commission's interests on notice to the Commission of our intent to do so.

The monthly statements are intended to keep the Commission advised of the work we are doing and its cost. Upon receipt of a statement, we encourage the Commission and its Chairman to discuss with us any questions or comments concerning our services or our charges.

Because of our current relationship with the Commission, we do not anticipate that our handling of legal matters for the Commission will involve a conflict of interest with any other

Steve Field, Chairman
November 21, 2003
Page 3 of 3

firm client. However, if such a conflict should arise, we will advise and consult with the Commission regarding the appropriate action to be taken in order to resolve the conflict.

The Commission is free to terminate our representation at any time by providing us notice of its desire to do so. If this arrangement is agreeable to the Commission, please sign the enclosed copy of this letter and return it to us in the envelope provided for that purpose.

We appreciate your confidence in this firm and look forward to working with you and the Commission in the future.

Sincerely,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By C. Coulter Gilbert
C. Coulter Gilbert

CCG/dls

F:\C C G\Loudon County Solid Waste\Billings\11-12-2003 Engagement Letter.doc

enclosure

cc: LCSWDC Commissioners

AGREED AND ACCEPTED THIS 13 day of January, ²⁰⁰⁴~~2003~~ SME

Loudon County Solid Waste Disposal Commission of
Loudon County, Tennessee

By Steve Field
Steve Field, Chairman

NEWS HERALD MEETING NOTICE INSTRUCTIONS FOR
Loudon County Solid Waste Disposal Commission ("LCSWDC")
Revised: January 10, 2013

All meeting notices for LCSWDC should be emailed to:

cindy.white@news-herald.net and sara.thompson@news-herald.net

Including the following language:

Cindy or Sara:

Kennerly, Montgomery & Finley, P.C. serves as general counsel to the Loudon County Solid Waste Disposal Commission ("LCSWDC") and in that capacity requests the News-Herald's publication of the attached meeting notice in the classified section of the [Day of the Week], [Month and Date] and [Day of the Week], [Month and Date] editions of the News-Herald, under the appropriate subsection for meeting notices. The invoice and publisher's affidavit for the meeting notice should be sent to the LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION (not Loudon County) c/o:

**Kevin C. Stevens, Esq.
Kennerly, Montgomery & Finley, P.C.
P.O. Box 422
Knoxville, TN 37901**

The Commission would also appreciate the newspaper's inclusion of this upcoming public meeting in any listing of public meetings that are posted in the paper as a public service to your readers.

We also request that the notice be printed in the Community Calendar, which is free of charge.

If you have any questions, please reply to this email.

Thank you and please let us know if you have any questions regarding this request for publication or the attached meeting notice ad.

2016

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**LOUDON COUNTY
SOLID WASTE DISPOSAL COMMISSION**

(Revised 12-7-15)

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**LOUDON COUNTY
SOLID WASTE DISPOSAL COMMISSION**

(Revised 12-7-15)

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