

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. 69-211-801 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:

Harsell E. Pugh
City Recorder

Philip H. W. ...
County Clerk

CITY OF LOUDON

ATTEST:

BY: Bernice R. Swiney

...
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

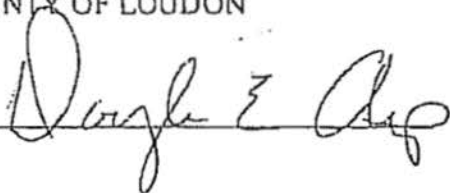
shall also apply automatically to the Loudon County Solid Waste Disposal Commission unless otherwise expressly provided by the terms of such amendments.

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.

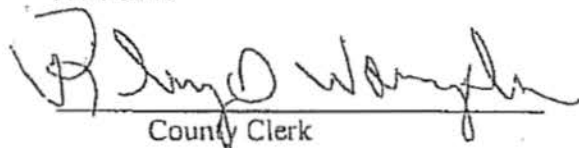
IN WITNESS WHEREOF, the duly elected officers of the parties hereto, pursuant to approval from their respective governing bodies, have hereto set their signatures as officers of the respective political subdivision listed below, this First Amendment to be effective as of the date first above written.

COUNTY OF LOUDON

By:

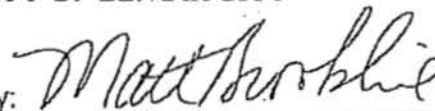


ATTEST:

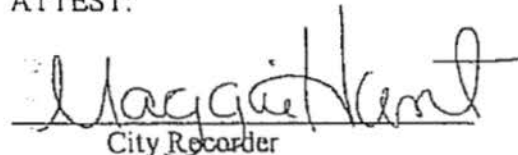

County Clerk

CITY OF LENOIR CITY

By:

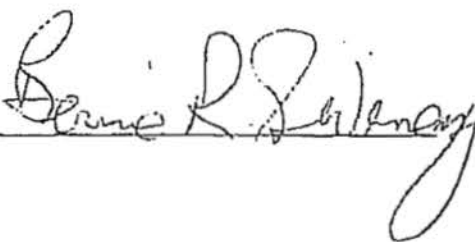


ATTEST:


City Recorder

CITY OF LOUDON

By:



ATTEST:


City Recorder