

Agenda

The Lawrence County Board of Commissioners
Lawrence County, Tennessee
February 24, 2011
Special Session
5:00 P.M.

Call to Order By The Chair, Jerry Dryden

Roll Call: By County Clerk, Chuck Kizer

Invocation:

Pledge:

Public Comments:

1. Resolution No. 2011022401
Resolution to approve agreement for waste supply, services, and disposal, operation of a solid waste transfer station between Lawrence County and Waste Connections of Mississippi, Inc.
Sponsor: Purchasing Committee
2. Resolution No. 2011022402
Resolution accepting USDA Rural Development – Rural Utilities Service Grant
Sponsor: J. Mack Chandler

Election of Notaries

LAWRENCE COUNTY COMMISSION
February 24, 2011 Special Session

CALL TO ORDER BY: Jerry Dryden, Chair

ROLL CALL: Chuck Kizer, County Clerk

INVOCATION: Scott Franks, County Commissioner

PLEDGE: Bert Spearman, County Commissioner

DISTRICT	COMMISSIONERS	PRESENT	ABSENT
1	Yocom, Wayne A.	X	
15	Woodall, Karen	X	
14	Woodall, Glenn	X	
12	Washburn, Sam	X	
4	Taylor, Ronnie Wayne	X	
17	Spearman, Bert	X	
5	Purcell, Sam	X	
8	Niedergeses, Mark	X	
13	Luna, Neeley	X	
2	Jackson, Chris D.	X	
6	Glass, Larry	X	
3	Gillespie, Dennis C.	X	
11	Franks, Scott	X	
7	Dryden, Jerry W.	X	
18	Burks, William (Bill)	X	
16	Brown, Anne N.	X	
9	Benefield, Ronald L.	X	
10	Benefield, Delano	X	
TOTAL		18	0

RESOLUTION NO. 2011022401

RESOLUTION TO APPROVE AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL, OPERATION OF A SOLID WASTE TRANSFER STATION BETWEEN LAWRENCE COUNTY AND WASTE CONNECTIONS OF MISSISSIPPI, INC.

WHEREAS, on December 19, 2010, Lawrence County issued a "Request for Proposals-Solid Waste Transportations and Disposal Services"; and

Pursuant to said Requests for Proposals, Waste Connections of Mississippi, Inc. submitted a bid pursuant to said Requests for Proposals to dispose of solid waste at \$33.88 per ton; and

WHEREAS, a copy of the proposed agreement with the Requests for Proposal and the bid form submitted by Waste Connections of Mississippi, Inc. is attached hereto as "Exhibit 1".

NOW, THEREFORE, BE IT RESOLVED by the legislative body of Lawrence County meeting in regular session this 24th day of February, 2011, that the proposed agreement between Lawrence County and Waste Services of Mississippi, Inc. is hereby approved and the County Executive is further authorized to execute said contract on behalf of Lawrence County.

This resolution will take effect upon its passage, the public welfare requiring it.

PASSED this 17th day of February, 2011.

JERRY DRYDEN, CHAIR

J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: PURCHASING COMMITTEE

Amended RESOLUTION NO. 2011022401

RESOLUTION TO APPROVE AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL, OPERATION OF A SOLID WASTE TRANSFER STATION BETWEEN LAWRENCE COUNTY AND WASTE CONNECTIONS OF MISSISSIPPI, INC.

Resolution 201102401 is amended to award the proposal for Solid Waste Services to Waste Connections and to direct the Purchasing Agent and County Executive to negotiate with Waste Connections as to additional and/or more favorable terms for services and at the end of this meeting we recess until Tuesday afternoon at 5:00 PM for final approval of the Agreement with Waste connections.

This resolution will take effect upon its passage, the public welfare requiring it.

PASSED this 17th day of February, 2011.

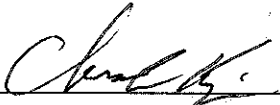


JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PURCHASING COMMITTEE

**AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL,
OPERATION OF A SOLID WASTE TRANSFER STATION**

THIS AGREEMENT (the "Agreement") is made and entered effective the last date signed by one of the parties hereto as indicated on the signature page hereof, by and between Lawrence County, Tennessee, a governmental entity organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "County"), and Waste Connections of Mississippi Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "WCN").

RECITALS

WHEREAS, on December 19, 2010 the County issued a "Request for Proposals – Solid Waste Transportation and Disposal Services", a copy of which is attached hereto as Exhibit A to this Agreement; and

WHEREAS, pursuant to said request for proposals WCN submitted a bid pursuant to said Request for Proposals to Dispose of Solid Waste at the rate of \$33.88 per ton, a copy of said bid proposal is attached hereto as Exhibit B; and

Whereas, it is hereby ascertained, determined and declared by the parties that:

- 1: The County desires to contract with WCN and is authorized to do so to provide for (i) the long-term disposal of Solid Waste and Special Waste generated within the County's geographic boundaries to the extent the County has lawful control; (ii) the operation of a solid waste transfer station; (iii) solid waste transportation services; and (iv) such other waste services as the County deems necessary to further the purpose for which it was created.
- 2: WCN desires to provide the County with the waste services including, but not limited to, those services set forth above, and further wishes to secure a supply of Solid Waste and Special Waste within the County's geographic boundaries for disposal in the Northeast Mississippi Regional Landfill defined herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the County and WCN, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The following definitions shall apply in this agreement.

- 1.01 **Agreement Date:** The date this Agreement is made and entered into as shown in the preamble hereof
- 1.02 **Change in Law:** Means either (i) the enactment, adoption, promulgation, modification, or repeal after the Agreement Date, or implementation after the Agreement Date of any enactment, adoption, promulgation, modification or repeal occurring prior to the Agreement Date of any federal, state or local law, ordinance, code, rule, regulation or other similar legislation, or official permit, license or approval by any regulatory entity having jurisdiction with respect to the

construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station or the processing, disposition or hauling of waste, or (ii) the change in interpretation by a court of law or appropriate governmental agency after the Agreement Date, of any federal, state, or local law, ordinance, code, rule, regulation, official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station, or the processing, disposition or hauling of waste, or (iii) the imposition, after the Agreement Date, of any material condition on the issuance, modification or renewal of any official permit, license or approval necessary for construction, performance testing or operation of either the Landfill or the Lawrence County Transfer Station which, in the case of either Section 1.02 (i), (ii), or (iii) herein, either necessitates or makes advisable a capital project, or increases the Disposal Fees pursuant to Section 6.

For purposes of Section 1.02 (i) herein, no enactment, adoption, promulgation or modification of laws, ordinances, codes, rules, regulations or similar requirements or enforcement policy with respect to any such requirement shall be considered a Change in Law if, as of the Agreement Date, such law, ordinance, code, rule, regulation or other similar requirement or enforcement policy was officially proposed by the responsible agency and published in final form in the Federal Register or equivalent federal, state or local publication and thereafter becomes effective without further action or enacted into law or promulgated by the appropriate federal, state or local body before the Agreement Date and any required hearings concluded on or before the Agreement Date in accordance with applicable administrative procedures and which thereafter becomes effective without further action.

Further, in no event shall any action described in this Section 1.02 be a Change in Law to the extent such action is the result of willful misconduct or grossly negligent action or omission or lack of reasonable diligence of WCN or the County (whichever is asserting the occurrence of a Change in Law). Provided, however, that neither the contesting in good faith nor the failure in good faith to so contest any such action constitute or be construed as willful misconduct or negligent action or omission or lack of reasonable diligence.

- 1.03 **Class I Disposal Facility:** refers to a sanitary landfill which serves a municipal, institutional and/or rural population and is used or to be used for disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.
- 1.04 **Commission:** The County Legislative Body of Lawrence County, Tennessee.
- 1.05 **Construction/Demolition Waste:** Solid waste, other than special waste, which is produced or generated during construction, remodeling, repair, and demolition of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a

part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases, or semi-liquids, and garbage are not construction wastes.

- 1.06 **CPI (All-Urban Consumers):** The Consumer Price Index (All-Urban Consumers Index) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar agency if no longer published by that agency.
- 1.07 **Disposal Fees:** The disposal fees set forth in Section 6 hereof; as such may be adjusted from time to time pursuant to Section 7.02 hereof.
- 1.08 **Domestic Waste:** Any solid waste (including garbage and trash) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, and day-use recreation areas).
- 1.09 **Effective Date:** The date this Agreement shall become effective is March 5, 2011.
- 1.10 **Environmental Law:** Any federal, state, county or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect, including but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, any Superfund law, any regulations issued pursuant thereto, and any similar state, county or local laws or regulations issued pursuant thereto.
- 1.11 **Excluded Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste excluded by any applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to WCN's operation of the Northeast Mississippi Regional Landfill.
- 1.12 **Facility:** The Northeast Mississippi Regional Landfill, as defined in Section 1.23 herein.
- 1.13 **Farming Waste:** The wastes from the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; provided that the term does not include special wastes such as waste oils or other lubricants, unused fertilizers, or pesticide containers or residues.
- 1.14 **Force Majeure:** Any act, event or condition reasonably relied upon by WCN or the County as justification for delay in or excuse from performing or complying

with any obligation, duty or agreement required by WCN or the County under this Agreement, which act, event or condition is beyond the reasonable control of WCN or the County or its agents relying thereon, including, without limitation: (i) an act of God, interference by third parties with any solid waste disposal operations or any other duties of WCN, or the County pertaining to this Agreement or Addenda hereto, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, slowdown or similar industrial or labor action; (iii) an order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than its Term as set forth in Section 12.01 herein, or which stays, invalidates, or otherwise affects this Agreement with respect to the delivery of Waste; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license, or other governmental approval required to operate either Landfill or the Lawrence County Transfer Station which does not result from any grossly negligent or willful act or omission of WCN; (v) a Change in Law, as defined in Section 1.02 herein; (vi) or WCN is for any reason (other than any reason resulting from WCN's grossly negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted, and any other payments that may become due owing under this Agreement.

- 1.15 **Fuel Surcharge:** An adjustment to the fees up or down made monthly according to the Fuel Surcharge Matrix attached hereto as EXHIBIT C.
- 1.16 **Hazardous Waste:** All materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Tennessee Department of Environment and Conservation, or any other agency pursuant to any Environmental Law, and all current and future amendments thereto and all regulations promulgated thereunder.
- 1.17 **Industrial Waste:** Any solid waste produced in or generated by a manufacturing or industrial process that is not classified as hazardous or special waste by the regulations of the Tennessee Department of Environment and Conservation, Division of Solid Waste.
- 1.18 **Institutional Waste:** All solid waste, which is not special waste, emanating from institutions such as, but not limited to, hospitals, healthcare facilities, nursing homes, laboratories, orphanages, correctional institutions, schools and universities.
- 1.19 **Landfill Agreement:** The Agreement For Development, Operation And Use Of The Sanitary Landfill By and Between the Northeast Mississippi Solid Waste

Authority and WCN, approved by Resolution of the Northeast solid Waste Authority Board on September 12, 1998, and executed by the parties thereto as of that date, together with any subsequent amendments, modifications or reaffirmations thereof or assignments or superseding actions taken with respect thereto.

- 1.20 **Landscaping and Land Clearing Waste:** means trees, stumps, brush, dirt, branches, leaves, clippings, etc. from landscaping and land clearing activities.
- 1.21 **Lawrence County Transfer Station:** A Solid Waste Transfer Station located in Lawrence County, Tennessee on real property owned by the County, with all improvements and fixtures thereon being owned by the County.
- 1.22 **Landfill Host County:** Tippah County, Mississippi.
- 1.23 **Northeast Mississippi Regional Landfill:** The sanitary landfill currently operated in Tippah County, Mississippi pursuant to Permit No. SW0700010433 located at Walnut, MS, and any future expansions or modifications thereto pursuant to the permit as presently issued, or as subsequently modified, revised or reissued to WCN's satisfaction.
- 1.24 **Person:** Any individual, partnership, firm, organization, corporation, limited liability corporation, association, governmental entity or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- 1.25 **Sludge:** Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.
- 1.26 **Solid Waste:** Waste which is normally composed of domestic, commercial, and industrial solid waste and is suitable for disposal in a Class I Disposal Facility as defined in the regulations adopted pursuant to Tennessee Code Annotated, Title 68, Chapter 211; provided, however, that "Solid Waste" does not include the following: (A) radioactive waste; (B) hazardous waste as defined in Tennessee Code Annotated, Section 68-212-104; (C) infectious waste; (D) materials that are being transported to a facility for reprocessing or reuse but provided, further, that reprocessing or reuse does not include incineration or placement in a landfill; (E) industrial process waste, which does not include office, domestic, or cafeteria waste; and (F) special waste. Solid waste includes, but is not limited to, domestic waste, commercial waste, industrial waste, landscaping and land clearing waste, institutional waste, farming waste, and construction and demolition waste.
- 1.27 **Solid Waste Transfer Station (or Transfer Station):** The facility located at 2126 Baler Drive, Lawrenceburg, Tennessee, including the buildings and all improvements and fixtures within or without the buildings, and all surrounding real property upon which same is located, but excluding the buildings used by

Lawrence County for recycling, for the transfer of Solid Waste and Special Waste from collection vehicles to transportation vehicles.

- 1.28 **Special Waste:** Solid wastes that are either difficult or dangerous to manage and may require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations. Examples include asbestos and medical wastes.
- 1.29 **TDEC:** The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee designated to oversee the environmental activities of Tennessee, which, among other duties, regulates the disposal of solid waste, including any successor department or agency performing the same or similar duties.
- 1.30 **Ton:** 2000 pounds.
- 1.31 **Waste:** Solid Waste and Special Waste as defined herein.
- 1.32 **White Goods:** Discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

2. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County represents warrants and agrees as follows:

- 2.01 **Existence and Good Standing:** The County is (and will continue to be throughout the Term as set forth in Section 12 herein) validly existing as a governmental entity in good standing under the laws of the State of Tennessee.
- 2.02 **Approval and Authorization:** The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to the laws of the State of Tennessee. The Commission has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legal binding obligation and liability of the County.
- 2.03 **No Litigation:** There is no action, suit, or proceeding pending or, to the best of the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or the County's ability to perform its obligations pursuant to this Agreement or Addenda hereto.
- 2.04 **Defaults; No Violations:** The County is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in default under, any outstanding contract or agreement to which the County is a

party. Neither the execution and delivery of this Agreement nor the performance by the County of its obligations hereunder nor the consummation of the transactions contemplated hereby will violate any of the organizational documents of the County, violate, be in conflict with, constitute a default under or permit the termination of any contract to which the County is a party, require the consent of any other party to any agreement or commitment to which the County is a party, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental body to which the County is subject.

- 2.05 **Compliance with Law or any Other Regulations:** The County is in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over the County, the conduct of its business, the use of its properties and assets, and all premises occupied by it. The County has all required licenses, permits, certifications and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and Addenda hereto.
- 2.06 **Excluded Waste:** The County has no knowledge, as of the Agreement Date of this Agreement, of the existence of any Excluded Waste which is intended to or likely to be directed to or deposited in the Northeast Mississippi Regional Landfill or any other facility which is to be operated by WCN pursuant to this Agreement or any Addenda hereto.
- 2.07 **Solid Waste Produced:** The County will dispose of or caused to be disposed Solid Waste, excluding recyclables, over which it has lawful control in the Northeast Mississippi Regional Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation from the Lawrence County Transfer Station located at 2126 Baler Drive, Lawrenceburg, Tennessee, and to be operated by WCN. Provided however, this covenant shall not apply to construction and demolition waste which is disposed of in a Class III-IV Landfill located within Lawrence County.

3. **REPRESENTATION AND WARRANTIES OF WCN:** WCN represents and warrants as follows:

- 3.01 **Existence and Good Standing:** WCN has been duly organized under the laws of the State of Delaware and is (and will continue to be throughout the term hereof) validly existing in good standing under the laws of the State of Delaware.
- 3.02 **Approval and Authorization:** WCN has all requisite limited liability company power and authority and solid waste management experience and expertise to enter into and fully perform this Agreement. WCN's execution and delivery of this Agreement and WCN's performance of all of its duties and obligations contained herein have been duly authorized by all necessary limited liability company action on the part of WCN, and this Agreement of WCN is enforceable against WCN in accordance with its terms.
- 3.03 **No Litigation:** There is no action, suit or procedure pending or, to the best

knowledge and belief of WCN, threatened against or affecting WCN at law or in equity or before or by any federal, state, municipal or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein or WCN's ability to perform its obligations pursuant to this Agreement or any Addenda hereto.

3.04 **Excluded Waste:** WCN has no knowledge, as of the Agreement Date of this Agreement, of any Excluded Waste originating within the geographic boundaries of the County having been directed to or deposited in the Northeast Mississippi Regional Landfill or any other facility operated by WCN pursuant to this Agreement or any Addenda hereto.

3.05 **Compliance with Law or any Other Regulation:** WCN is in compliance and throughout the term of this contract will remain in compliance in all material respects with all requirements of law, federal, state and local and all requirement of all governmental bodies or agencies having jurisdiction over WCN, the conduct of its business, the use of its properties and assets, and all premises occupied by it. WCN has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and any Addenda hereto. Should fines, penalties or assessments be assessed for non-compliance by WCN, WCN shall be responsible for payment of such fines, penalties or assessments.

4. **OPERATION OF THE FACILITY.**

4.01 **Control Over Operations:** WCN shall have control and direction over all aspects of the operation of the Northeast Mississippi Regional Landfill as provided in the Landfill Agreement.

4.02 **Inspection of Waste:** WCN shall comply in all material respects with the requirements of state, federal and local law regarding inspection of the contents of vehicles which are delivering wastes to the Northeast Mississippi Regional Landfill to ensure that Excluded Waste is not being delivered.

4.03 **Delivery of Excluded Waste:** The County agrees that it will not knowingly deliver or knowingly cause to be delivered any Excluded Waste to the Northeast Mississippi Regional Landfill. WCN shall have the right to refuse or reject all Excluded Waste, and, if not detected prior to entering the Northeast Mississippi Regional Landfill, WCN shall have the right to remove the Excluded Waste and to assess charges against the generator of such waste.

4.04 **Title to Waste:** Title to any waste delivered to the Northeast Mississippi Regional Landfill shall pass to and be accepted by WCN when the vehicle transporting the waste is fully loaded at the Lawrence County Transfer Station located at 2126 Baler Drive, Lawrenceburg, Tennessee. Provided, however, that title to Excluded Waste delivered to the Northeast Mississippi Regional Landfill shall not pass to

WCN at any time, but shall remain with the generator of such Excluded Waste, unless WCN agrees in advance to accept title of such waste.

- 4.05 **Hours of Operation:** WCN shall operate the Northeast Mississippi Regional Landfill during reasonable business hours, but in all events shall operate the Northeast Mississippi Regional Landfill at such times so as to enable the transfer of Lawrence County Solid Waste to the Northeast Mississippi Regional Landfill pursuant to the terms of this agreement. The Northeast Mississippi Regional Landfill will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. To the extent allowed by law, WCN shall exercise reasonable efforts to keep the Northeast Mississippi Regional Landfill open for extended hours to accept waste in order to accommodate emergency conditions or to accommodate special County requests made by reasonable advance notice to WCN.
- 4.06 **Weighing of Vehicles:** WCN shall have the right, duty and obligation to weigh all vehicles containing waste to be delivered to the Northeast Mississippi Regional Landfill pursuant to this Agreement, however, all billing pursuant to Section 6 hereof shall be based on the weights recorded prior to departure from the Lawrence County Transfer Station. Should a significant discrepancy be found, WCN will promptly bring it to the attention of the County, who will use its best effort to make remedy of the discrepancy within 48 hours of notice, including the correcting of weights should it be determined the Transfer station scales were in error. The scales at the Lawrence County Transfer Station shall be calibrated semi-annually and WCN and the County shall equally share the cost thereof.

5. COVENANTS.

- 5.01 **Covenant for Delivery of Solid Waste and Special Waste:** The County covenants and agrees that it will deliver or cause to be delivered to the Solid Waste Transfer Station for disposal Solid Waste, excluding recyclables, entering into or otherwise collected within the geographic boundaries of the County and municipalities therein to the extent the County has lawful control of such Solid Waste. Provided however, this Covenant shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located in Lawrence County. To the extent necessary to fulfill this covenant, the County will adopt all necessary waste plans or regulations to obligate, to the extent allowed by law, all such Solid Waste to be delivered to the Facility.
- 5.02 **Landfill Covenant:** WCN covenants and agrees that, in the operation of the Northeast Mississippi Regional Landfill, WCN will comply, in all material respects, with any and all federal, state and local laws applicable to WCN concerning the operation of the Northeast Mississippi Regional Landfill, subject to WCN's right to contest in good faith the interpretation, application and enforcement of any such laws.
- 5.03 **Recyclables:** The County currently provides its own recycling services and recyclables shall not be a part of this Agreement.

6. **DISPOSAL FEES.**

- 6.01 **Disposal Fees for Disposal of Solid Waste:** The fee for the disposal of Solid Waste generated within the geographic boundaries of the County and transported and disposed in the Northeast Mississippi Regional Landfill, including WCN's operation of the Lawrence County Transfer Station, pursuant to this Agreement shall be at a rate of Thirty Three Dollars and Eighty-Eight Cents (\$33.88) per ton.
- 6.02 **Disposal Fees for Disposal of Special Waste:** WCN agrees that it will accept Special Waste from the County, with the exception of such Special Waste which would pose an unreasonable risk or danger to the operation or safety of the Northeast Mississippi Regional Landfill or the environment due to the chemical or physical characteristics; such Special Waste will be tested by the generator thereof and the results of said tests made available to WCN and the County. Disposal fees for such Special Waste shall be negotiated with the generator of such Special Waste. Costs assessed for disposal of such Special Waste shall be the obligation of the generator of such Special Waste and the County assumes no responsibility for payment of such disposal costs.
- 6.03 **Local, State, Federal Surcharges:** Any applicable Local, State or Federal surcharge, excluding surcharges as of the date of this Agreement which are enumerated in TCA §68-211-835(d), relative to Waste as to which the County pays Disposal Fees pursuant to this Agreement or any other fees pursuant to any Addendum hereto, will be the direct responsibility of WCN. Any increases in surcharges enumerated in TCA §68-211-835(d) after the date hereof will be the responsibility of the County.
- 6.04 **Fuel Surcharge:** A fuel surcharge adjustment up or down during the term of this Agreement pursuant to the agreed upon Fuel Surcharge Matrix attached as EXHIBIT "C" hereto shall be performed monthly, based on the cost according to the U.S. Energy Administration's Weekly Retail On-Highway Diesel Prices Gulf Coast Index price on the last Monday of the billed month. This surcharge applies to transportation charges only which for purposes of this calculation are \$15.25 per ton. EXAMPLE: (I will send one to insert here.)

7. **PAYMENTS AND ADJUSTMENTS.**

- 7.01 **Payment:** WCN shall send an invoice for the monthly fee on or before the 10th day of each month for all disposal services rendered during the preceding calendar month and the County shall pay WCN the amount of the invoice on or before the 10th day following the end of such month in which the invoice was received. Such billing and payment shall be based on the rates and schedules set forth herein.
- 7.02 **Fee Adjustment:** The Disposal Fee specified in Section 6 shall be adjusted for the second year of the contract effective July 1, 2012 through June 30, 2013 and on the like date of each subsequent year during the term of this Agreement. The

Disposal Fee specified in Section 6 shall be adjusted upward or downward consistent with the fluctuations in the Department of Labor, Bureau of Labor Statistics, Consumer Price Index (1982/84 = 100), All Urban Consumers, All Items, United States City Average or the one-year period ending February 28 31 of the immediately preceding calendar year and shall become effective July 1 2012 and July 1 of each year thereafter. WCN will notify Lawrence County of the Consumer Price Index All-Urban Consumers Index by May 15 of each year. Provided, however, the Fee Adjustment for the CPI-U is not to exceed 2.5% for any one year.

8. SOLID WASTE TRANSFER STATION OPERATION AND WASTE DISPOSAL.

- 8.01 WCN shall furnish all labor, tools, equipment, materials, utilities, supplies and services reasonably necessary to operate the Lawrence County Transfer Station.
- 8.02 WCN shall have a license and the right and the duty to operate, use and maintain the Transfer Station as set forth in this Section 8.02 and in Section 8.06 hereof. WCN shall also have the right to alter the Transfer Station at WCN's expense, and upon approval by the County, which approval will not be unreasonably withheld. WCN will maintain and be responsible for any repairs that are the result of normal wear and tear of the facility, based upon the condition of the facility as of March 5, 2011, or the condition subsequent to any act of refurbishing by the County. WCN shall, in the absence of an event of Force Majeure, operate the Lawrence County Transfer Station in accordance with the terms of this Agreement and according to generally accepted standards for the operation of Solid Waste Transfer Stations and according to the rules and regulations adopted by Lawrence County for operation of the Solid Waste Transfer Station. WCN shall accept at the Transfer Station pursuant to this Agreement all Solid Waste and Special Waste generated within the geographical boundaries of Lawrence County, Tennessee. WCN shall have the right to reject such Excluded Waste and to require the party delivering such Excluded Waste to remove and be responsible for all costs of removal of such Excluded Waste.
- 8.03 Lawrence County shall dispose of Solid Waste, excluding recyclables, produced within the County over which it has lawful control in the Northeast Mississippi Regional Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation of said Solid Waste from the Transfer Station. Provided however, this Agreement shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located within Lawrence County.
- 8.04 **Procedure:** The Transfer Station shall be operated to ensure that one container/trailer is being filled, and a minimum of one spare empty container/trailer is available at the transfer station at all times. Operations shall be conducted so that trucks can get in and out of the transfer station in a timely manner. Lawrence County will reasonably determine what constitutes a timely manner.

8.05 **Change in Disposal Site:** Should the disposal site change within the contract period, WCN shall provide for transfer and disposal to an alternate permitted facility at no additional cost to Lawrence County. Any such disposal site must be of equal distance to Lawrence County as the site then used by Lawrence County.

8.06 **WCN Responsibilities:**

- (1) It shall be WCN's responsibility to have equipment of a suitable type and in proper condition to operate and maintain uninterrupted service. WCN shall maintain all fixed equipment and vehicles in a clean and safe working condition. WCN shall be responsible for all repairs that do not come under regular wear and tear usage of transfer station and equipment.
- (2) WCN shall meet all applicable rules, regulations, permitting, registration and licensing requirements, whether state or federal, and determine the applicability of any rule, regulation or other requirement.
- (3) It shall be WCN's responsibility to follow all reasonable instructions provided by Lawrence County.
- (4) The following shall be County holidays for purposes of this agreement: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.
- (5) Sufficient personnel for the facility to be kept in a clean, well ordered state during operation.
- (6) The Transfer Station will operate, at a minimum, during the hours of Monday through Friday, 7 AM – 4 PM, Saturday 7AM – 12 Noon and will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Christmas and New Year's Day.
- (7) Waste will not be left on the transfer floor overnight.
- (8) The transfer floor must be cleaned daily.
- (9) Waste will be transported from the transfer station to the Facility within eighteen (18) hours of loading except for trailers that are loaded too late in the day to be transported to the Facility. In such cases, waste shall be transported to the Facility on the next business day.
- (10) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
- (11) The Contractor is responsible for providing all equipment for operations and all maintenance of the transfer station .

- (12) Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell. The office shall be maintained in a clean and healthy condition.
- (13) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.

9. TRANSPORTATION AND ACCEPTANCE OF WASTE; VEHICLE AND VEHICLE MAINTENANCE.

- 9.01 WCN shall, absent an event of Force Majeure, transport or cause to be transported the Waste from the Lawrence County Transfer Station to the Northeast Mississippi Regional Landfill. WCN shall not transport partial loads of Solid Waste to the Northeast Mississippi Regional Landfill, unless instructed by the County to do otherwise. Partial loads shall remain on the premises of the Lawrence County Transfer Station until the transfer trailer is fully loaded, unless the County instructs otherwise. No fully loaded trailer will remain at the Lawrence County Transfer Station for more than three (3) business days.
- 9.02 At the close of each business day, WCN shall load or cause to be loaded, all Waste and non-hazardous, non-special municipal solid waste located inside the Lawrence County Transfer Station, into the transfer trailers.
- 9.03 WCN shall provide a sufficient number of vehicles to transport Waste from the Lawrence County Transfer Station to the Northeast Mississippi Regional Landfill. WCN accepts all risk of depreciation, loss, or damage to the vehicle(s) used to transport Waste to the Northeast Mississippi Regional Landfill, and agrees to pay all operating costs, license plates, permits, taxes, and other costs associated with ownership of the vehicle(s). WCN also agrees to comply with all applicable federal, state and local safety regulations. Except to the extent caused by or arising out of the negligent or willful act or omission of the County or any of its officers, agents, servants, employees of WCN or to the extent resulting from any breach by the County of its obligations under this Agreement, WCN will indemnify, defend (as to third party claims), protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, losses, costs and expenses arising out of WCN's provision of the Waste transportation services provided hereunder.
- 9.04 WCN shall maintain the vehicles in good operating condition, including, but not limited to, routine maintenance to brakes, tires, hydraulic hoses, and regular servicing.
- 9.05 In the performance of the Waste transportation services as provided herein, WCN shall perform as an independent contractor pursuant to the provisions of Section 18 hereof

10. **TRANSFER STATION PROVISIONS.**

- 10.01 **Consideration:** WCN shall pay, to the County, a fee of One Dollar (\$1.00) per year for a non-exclusive license to use the Lawrence County Transfer Station and the surrounding property, for the Term of this Agreement or earlier termination of the provisions of Sections 8, 9 and 10 pursuant to Section 10.12.
- 10.02 **Compliance with Laws:** WCN shall not permit the Lawrence County Transfer Station to be used in any unlawful manner, and will comply in all material respects with any and all federal, state and local laws concerning the operation of the Lawrence County Transfer Station and the operation of solid waste transportation vehicles, subject to WCN's right to contest in good faith the interpretation, application and enforcement of any such laws.
- 10.03. **Taxes:** WCN shall pay annually any personal property taxes for its personal property at the Lawrence County Transfer Station or otherwise used in fulfilling its obligations under this Agreement. WCN shall not be responsible for any real property taxes assessed on the Lawrence County Transfer Station.
- 10.04. **Permits:** The County shall obtain and maintain any and all permits necessary for the operation of the Lawrence County Transfer Station. WCN shall obtain and maintain any and all permits for the operation of solid waste transportation vehicles necessary to fulfill its obligations under this Agreement. In the event any modifications to the Lawrence County Transfer Station must be made to bring the Lawrence County Transfer Station into compliance with current and future laws, the cost of such modifications shall be paid by the County.
- 10.05 **Assignments: Subcontracting:** WCN may assign or subcontract the right to operate the Lawrence County Transfer Station and/or to provide solid waste transportation services upon prior approval of the County, which approval shall not be unreasonably withheld.
- 10.06. **Maintenance:** WCN shall be responsible for normal maintenance of areas inside the Lawrence County Transfer Station building, the unloading/loading area and trailer storage area, and the grounds, including litter pickup.
- 10.07 **Hours of Operation:** Except in the event of a Force Majeure, WCN shall cause the Lawrence County Transfer Station to be open from 7:00 am to 4:00 pm Monday through Friday and 7:00 am to 12:00 noon on Saturday. The Lawrence County Transfer Station may close on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 10.08 **Insurance:** Throughout the Term of this Agreement, WCN shall maintain, at its expense, comprehensive general public liability insurance, which shall include coverage for employer's liability, Worker's Compensation, general public liability, personal liability, bodily injury (including death) and property damage,

all on a claims made basis, with respect to the business carried on at the Lawrence County Transfer Station and the transportation of Waste provided by WCN to and from the Lawrence County Transfer Station in such amounts and against such hazards and contingencies as set forth below. WCN will provide a copy of a Certificate of Insurance evidencing such insurance within thirty (30) days following the date on which WCN begins operation of the Lawrence County Transfer Station. The Certificates shall contain the following express 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 policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, WCN shall carry the following types of insurance:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
Comprehensive & General Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Comprehensive Auto Liability Bodily Injury	\$1,000,000 each occurrence/ \$1,000,000 aggregate
Comprehensive Auto Liability Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000 each occurrence

10.09 County’s Insurance Obligation. Throughout the Term of this Agreement, the County shall maintain, at its expense, property insurance which fully insures and protects against loss resulting from damage to the Lawrence County Transfer Station building caused by fire or other casualty. All such insurance policies shall be issued by an insurance company authorized to do business in the State of Tennessee.

10.10 Performance and Labor and Materials Bond:

- (1) WCN will be required to furnish, prior to execution of the Contract, the following corporate surety bonds: (1) a Performance Bond. Said surety bond must be in the amount of \$1,000,000 or the previous year’s total disposal fee whichever is greater. This shall be a 3-year bond renewable annually. The Performance Bond must be renewed 30 days prior to the anniversary of the Contract.
- (2) The premiums for the bond described above shall be paid by WCN. A certificate from the surety showing that the bond premiums are paid in full shall accompany

the bond.

- (3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.
- (4) The rights provided to Lawrence County under the Performance Bond are in addition to all other rights of Lawrence County authorized by law. No actions, proceeding, or exercise of a right with respect to such Performance Bond shall affect any other rights Lawrence County may have.
- (5) The bond shall be accompanied by a power of attorney evidencing that the Person executing the bond is duly authorized to do so on behalf of the surety. The power of attorney must show the date of appointment and the powers so conferred and shall be accompanied by certification that the appointment and powers have not been revoked and remain in effect.

10.11 **Damage and Destruction of the Solid Waste Transfer Station:** In the event the Lawrence County Transfer Station, or a portion thereof, is damaged by fire or other casualty so that, in either party's reasonable discretion, the Lawrence County Transfer Station cannot be used, the parties agree to use their best efforts to locate an alternate facility to be made available to and become operational by WCN as soon as reasonably possible and to negotiate in good faith such amendments to this Agreement which may be necessary under the circumstances. If the Lawrence County Transfer Station can be repaired, such repairs shall be made to restore the Lawrence County Transfer Station to substantially its same condition prior to the casualty, unless the parties agree otherwise. Any repair cost due to such fire or other casualty, shall be the responsibility of the County. It is the intention of the parties that in the event of a casualty they will cooperate, negotiate and work together in good faith to provide, as much as possible, uninterrupted solid waste transfer station service, making such amendments to this Agreement necessary under the circumstances, so that this Agreement may continue as contemplated by the parties.

10.12 **Termination:** In addition to the termination provisions set forth in Section 12, with respect to the rights, duties and obligations set forth in Sections 8, 9 and 10 hereof, either party may, but is not obligated to, terminate under such Sections upon revocation, or expiration and non-renewal, of any permits held by the County or WCN, respectively, as required by Section 10.04 herein. WCN or the County, respectively, may elect to terminate under such Sections by giving written notice to the other party, and such termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured within such ninety (90) day period; provided, however, that both parties hereto shall use their best efforts to maintain to force any permits necessary to accomplish the purposes of this Agreement.

10.13 **Reports and Record Keeping:** WCN agrees that it will maintain in all material respects accurate and complete records of all generators of waste and tonnage and type of wastes which pass through the Lawrence County Transfer Station as well

as other information necessary for the County to comply with all reporting requirements. Such detailed reports will be delivered to the County on an annual basis or at the request of the County.

11. **(This section intentionally left blank)**

12. **TERM/TERMINATION.**

12.01 **Term:** Unless terminated as provided in Section 13 herein, the Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. The term of this agreement shall extend for a minimum of one consecutive year term until either party elects to terminate the agreement by written notice to the other party at least sixty (60) days prior to the end of the current term.

12.02 **Termination by WCN:** WCN may (but is not obligated to) terminate this Agreement upon (i) a breach by the County by the failure to pay Disposal Fees to WCN pursuant to Section 6 and 7; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in WCN's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; (iii) any breach or default of this Agreement by the County, pursuant to Section 13 hereof; or (iv) following the delivery of Excluded Waste to the Northeast Mississippi Regional Landfill which the County knowingly delivered or caused to be delivered, after which WCN has provided written notice advising that any further delivery of Excluded Waste may result in termination of this Agreement, the occurrence of another delivery of Excluded Waste which the County knowingly delivers or causes to be delivered to the Northeast Mississippi Regional Landfill. Termination shall be initiated by WCN notifying the County by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the County as set forth in Section 13.03. The failure to timely pay any Disposal Fee may be cured by the County by making full payment, within the thirty (30) day period after receipt of notice.

12.03 **Termination by the County:** The County may (but is not obligated to) terminate this Agreement upon (i) any breach or default of this Agreement by the WCN, pursuant to Section 13 hereof; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in County's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; or (iii) the termination of the Landfill Agreement as said Landfill Agreement, as specified in Section 1.19, may have been subsequently modified, amended, reaffirmed, superseded, or assigned to WCN. Termination shall be initiated by County notifying WCN by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the WCN as set forth in Section 13.

12.04 **Termination of Specific Provisions:** The parties recognize that it may be mutually beneficial under certain circumstances to terminate certain provisions of this Agreement without terminating the entire Agreement and they may do so upon written agreement.

13. **BREACH; DEFAULT; REMEDIES.**

13.01 **Breach:** A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

13.02 **Events of Default:**

(1) An event of default shall include, but not limited to, the following:

(i) WCN or the County: (a) voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law, (b) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition, (c) applying for or consenting to the appointment of a receiver, trustee, custodian or similar official for a substantial part of its property, (d) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, or (e) making a general assignment for the benefit of creditors;

(ii) The commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (a) relief in respect of WCN or the County, or of a substantial part of WCN's or the County's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law, which petition shall remain un-dismissed for 120 days; or (b) the appointment of a receiver, trustee, custodian or similar official for WCN or the County or for a substantial part of WCN's or the County's property and such petition shall continue un-dismissed for 120 days; or (c) an order decree approving or ordering any of the forgoing shall continue and stay in effect for 60 days; or

(iii) A breach of this Agreement by WCN or the County (including in the case of the County the events listed in Section 12.02 and in the case of WCN the failure by WCN to follow the requirements set forth in Sections 8), which breach is not cured as provided herein.

13.03 **Obligation to Cure Breaches:** Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within thirty (30) days of receipt of written notice of termination under Section 12 from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is

actively and continuously pursuing a course of action which can reasonably be expected to lead to a cure of the breach (the 30 day period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that:

- (1) except as provided in Section 12.02, in the event of the failure of any party to this Agreement to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date that the payment was due;
- (2) in the event that WCN materially fails to limit the disposal of waste to that which is allowed to be disposed under this Agreement, or unreasonably rejects the County's Waste from disposal at the Northeast Mississippi Regional Landfill, then cure shall consist of immediate action by WCN to remedy these practices within thirty (30) days or such additional time as may be reasonably necessary to cure, provided that WCN is actively and continuously pursuing a course of action which will reasonably lead to a cure of the breach; and
- (3) in the event WCN fails to operate the Transfer Station in a timely manner as required by Section 8.04, the County, after giving the notice specified in Section 13.04, may impose a penalty of \$200.00 per day for such failure, and if payment is not made within five (5) days the County may make demand for payment under the Performance Bond as set forth on Section 10.10.

13.04 Remedies for Default:

- (1) In the event of a default under this Agreement, the non-defaulting party shall, upon five (5) days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sum due or which becomes due to the defaulting party under this Agreement. In any event, such costs shall be considered liquidated costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
- (2) If an event a default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement; and (ii) terminate this Agreement.
- (3) Notwithstanding any other provisions in this Section and in recognition of the gravity and scope of the subject matter of this Agreement, the parties

agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent sixty (60) days prior written notice of termination to the defaulting party, provided, however, that only thirty (30) days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement. Such notice of termination shall be subsequent to an earlier notice of breach and failure to cure (or take steps to cure) the subject breach. In the event a default is cured within sixty (60) days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.

- (4) Subject to the terms and conditions of this Section 13.04, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
- (5) The provisions of Sections 12.02 and 12.03 herein shall supersede any conflicting provisions of Section 13.04 herein.

14. **INDEMNIFICATION.**

14.01 **Indemnity by WCN:** WCN will indemnify, defend (as to third party claims only) protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, incurred by the County as a result of or incident to (a) any breach by WCN of its obligations hereunder, and (b) any negligent or willful act or omission of WCN, its employees or agents, in the performance of services hereunder; provided, however, that WCN shall not be obligated to indemnify the County to the extent any of the foregoing results from any negligent or willful act or omission of the County or any of its officers, agents, servants, or employees, or to the extent resulting from any breach by the County of its obligations hereunder.

14.02 **Indemnity by the County:** The County will indemnify, defend (as to third party claims only), protect and hold WCN, its officers, shareholders, directors, divisions, affiliates, subsidiaries, parent, agents, employees, successors and assigns harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary patent or latent, incurred by WCN as a result of or incident to (a) any breach by the County of its obligations hereunder, or (b) any negligent or willful act or

omission of the County or any of its officers, agents, servants, or employees, provided, however, that the County shall not be obligated to indemnify the extent any of the foregoing results from any negligent or willful omission of WCN or any of its officers, agents, servants, or employees, or any extent resulting from any breach by WCN of its obligations hereunder.

15. **NOTICES.**

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, properly addressed to the respective addresses listed below. Copies by overnight courier service and by fax, properly addressed to the respective addresses and fax number set forth below, may also be sent, but shall not take the place of personal delivery or by registered or certified United States mail, return receipt requested.

To the County:

Attention: Lawrence County Executive
County Administrative Center
200 W. Gaines Street
Lawrenceburg, Tennessee 38464.
Fax: (931) 766-2219

To WCN:

Attention: Mr. Marty Dunkin
Division Vice-President
Mid-South Division
Waste Connections Inc.
P.O. Box 96
Walnut, MS 38683
Fax: (662) 223-4595

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third regular business day following the day on which such notice or other communications are deposited with a United States post office or branch post office or upon actual delivery, as shown by the return receipt, whichever first occurs.

16. **ASSIGNMENT.**

Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the written consent of the other party.

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written consent of the other party, which consent shall not be unreasonably withheld, other than assignment or transfer by operation of law or merger, or assignment or transfer to an affiliate of the assigning entity.

17. FORCE MAJEURE.

In the event WCN or the County is rendered unable, wholly or in part, by an event of Force Majeure, as that term is defined in Section 1.14 herein, to carry out any of its obligations under this Agreement, then, subject to the right to terminate as provided in Sections 12.02 and 12.03, and, in addition to the other rights and remedies provided in this Agreement, the obligations of WCN or the County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that WCN or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section 17, WCN or the County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure adversely increases WCN's cost of construction, operation, or maintenance of the Northeast Mississippi Regional Landfill, WCN may, in addition to its other remedies, increase the Disposal Fees specified in Section 6 hereof to the extent reasonably necessary to offset the increase in such cost of construction, operation or maintenance.

18. INDEPENDENT CONTRACTOR; NO AGENCY.

WCN will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of WCN nor empowered or authorized to obligate WCN in any way.

19. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal and enforceable. Notwithstanding the above, if the Term of this Agreement as set forth in Section 12.01 herein is held to be invalid, illegal or unenforceable in any respect, then the Term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

20. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. BINDING EFFECT.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. CONSTRUCTION.

Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

23. ENTIRE AGREEMENT; ADDENDA.

This Agreement constitutes the entire understanding between the County and WCN, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendment, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto. Provided, however, that the parties hereto may execute an Addendum or Addenda to this Agreement, which Addendum or Addenda may specifically include, but is not limited to, agreements between the County and WCN for waste supply, waste services, construction, operation and maintenance of waste transfer, processing, disposal or transportation facilities for and within the geographical area of the County as a whole or with respect to any particular area and/or political subdivision within the area covered by the County (for example, on behalf of and with respect to any particular municipality within the County). Unless in direct conflict with the provisions of any such Addendum or addressing matters which are not relevant to any such Addendum, the provisions of this Agreement shall remain in full force and effect and shall apply with equal force and effect to any such Addendum as if the provisions of such Addendum had been directly set forth in this Agreement.

24. COUNTERPARTS.

This Agreement may be executed in two counterparts, each of which will be considered an original.

25. NO THIRD PARTY BENEFICIARIES.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

26. **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each of the representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the performance by each party hereto of the obligations contemplated by this Agreement irrespective of any investigations or inquiries made by any party or any knowledge that any party may now possess or that may hereafter come to any party's attention.

27. **NO WAIVERS.**

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power, privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed a waiver of the right, remedy, power or privilege with respect to any other occurrences. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

28. **TITLES NOT TO AFFECT INTERPRETATION.**

The titles of sections and subsections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are to be used in the construction or interpretation hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the County and WCN have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

LAWRENCE COUNTY, TENNESSEE

BY: _____

BY: _____

ITS: _____

TITLE: _____

(County Seal)

DATE: _____

WASTE CONNECTIONS OF MISSISSIPPI INC.

BY: _____

TITLE: _____

DATE: _____

REQUEST FOR PROPOSALS (RFP)

**SOLID WASTE SERVICES
LOADING, TRANSPORTATION AND DISPOSAL OF
WASTE**

LAWRENCE COUNTY SOLID WASTE

DECEMBER 13, 2010

Proposals are due by 2:00 p.m. on January 4, 2011
Office of County Executive, J. Mack Chandler
200 West Gaines Street, Suite 201
Lawrenceburg, TN 38464
931-766-4100 Phone
931-766-2219 Fax

Proposals received after the deadline will be rejected

AM

GENERAL DESCRIPTION AND BACKGROUND

Lawrence County Solid Waste Services is soliciting proposals for the loading, transportation and disposal of the county's solid waste for a period of (5) years beginning March 1, 2011. Proposals must be received no later than 2:00 p.m., January 4, 2011. Proposals submitted after that date and time will not be considered. The County reserves the right to reject any or all proposals and to award a contract based upon the best value for the County. This is a request for proposal, not a competitive proposal process. Proposals shall be sealed, clearly marked, and delivered to:

Office of County Executive, J. Mack Chandler
200 West Gaines Street, Suite 201
Lawrenceburg, TN 38464
931-766-4100 Phone
931-766-2219 Fax

I. QUALIFICATIONS

To be deemed qualified, the Contractor must demonstrate requisite experience, skills, and resources necessary to successfully perform the services requested in the Request for Proposals. Experience in providing solid waste services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the requested services and have had previous experience in transportation and disposal of solid waste and transfer station management.

II. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein:

1. Loading, Transportation and Disposal of Solid Waste:

The Contractor will be responsible for loading and transfer of solid waste from the Lawrence County Solid Waste transfer station to a qualified disposal site. The Contractor will provide for disposal of solid waste at a disposal site qualified by State and Federal Regulations. All loaded trailers shall be weighed at the scales when leaving the transfer station. The trailer weight shall be compared to the scale weight at the disposal facility with billing based on the lighter of the two readings.

2. Transfer Station Operations:

Contractor shall be responsible for the management and operation of the transfer station in compliance with all federal, state, and local ordinances, laws, regulations, and statutes and in accordance with the following requirements:

- a) Sufficient personnel for the facility to be kept in a clean, well ordered state during operation.
 - b) The facility will operate, at a minimum, during the hours of Monday through Friday, 7 AM – 4 PM, Saturday 7AM – 12 Noon and will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Christmas and New Year's Day.
 - c) Waste will not be left on the transfer floor overnight.
 - e) The transfer floor must be cleaned daily.
 - f) Waste will be transported from the transfer station to the landfill within eighteen (18) hours of loading except for trailers that are loaded too late in the day to be transported to the landfill. In such cases, waste shall be transported to the landfill on the next business day.
 - g) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
 - h) The Contractor is responsible for providing all equipment for operations and all maintenance of the transfer station .
 - i) Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell. The office shall be maintained in a clean and healthy condition.
 - j) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.
- 3) Should unacceptable waste be brought to the transfer station, the Contractor shall be responsible for removing and properly disposing of it. Costs associated with the removal, cleanup and disposal of the material will be borne by the Contractor at no additional cost to the County. The Contractor can seek recover of costs from the hauler or the generator of the material.
- 4) The Contractor must be qualified to perform the services required. If Subcontractors are employed, they must be identified in the proposal and the Contractor shall provide the following information:
- a) Identification of the hauler and information on the hauler's experience

- b) Number of trucks and trailers available
 - c) Method for handling peak days, holidays or difficult weather conditions
5. The Contractor shall provide all insurance coverage necessary to operate and assume liability as defined in Section VI of this Request for Proposals.
 6. In the event the Contractor wishes to change disposal sites, the change may be done only after approval of the alternate site by the County. Any cost increases in transport or disposal caused by the change shall be borne by the Contractor for the term of the Contract. Any decreases shall be passed on to the County. Annual fee escalators shall not include any increase in cost for change of location.

III. RESPONSIBILITIES OF CONTRACTOR

The Contractor will:

1. Negotiate in good faith and enter into a Contract with Lawrence County.
2. Guarantee the delivery of the services identified under Section III above.
3. Operate and maintain transfer station and contracted services in accordance with all requirements.
4. Assume liability and responsibility for operation and maintenance of transfer station.
5. Indemnify and hold harmless the County from any claims, damages, or loss as a result of the proposed operations.
6. Provide the necessary insurance to cover operations, maintenance, liability and equipment.
7. Administer and manage the facilities, providing adequate staffing and equipment each workday.
8. Prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided.
9. Provide a full and complete back-up operations plan in the event that the contracted services are suspended for any reason.
10. Provide performance assurances and bonding for the period of the contract.

IV. RATES AND PAYMENT

1. For loading, transportation and disposal services under the Contract, the charges shall not exceed the rates fixed by the Contract Documents, as adjusted in accordance with modification to rates authorized in part 5 of this section. Lawrence County will accept only a charge based on tonnage. The rate quoted is for solid waste that is suitable for disposal in a Class I Disposal Facility¹.

¹ "Class I Disposal Facility" refers to a sanitary landfill which serves a municipal, institutional, and/or rural population and is used or to be used for disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping

2. The refuse loading, transportation and disposal charges established under (1) shall include all related costs, including fuel costs. Fuel surcharges are not to be added additionally to charges.
3. The Contractor must also show an itemization of the individual costs that comprise the total refuse loading, transportation and disposal charge established under (1) and (2), including but not limited to the cost of loading, transportation, disposal costs, and costs of operating the transfer stations, and host fees and surcharges.
4. The Contractor may quote a separate rate for waste that can be separated at the transfer station and disposed of in a Class III/IV disposal facility².
5. No solid waste shall be accepted at the Lawrence County Transfer Station except for solid waste generated and/or produced in Lawrence County. If such situation arises, Lawrence County will receive a Host County Fee that shall be approved by the Lawrence County Solid Waste Board.

❖ **Modification to Rates:**

The fees that may be charged by the Contractor for the second year (July 2012-June 2013) and subsequent years of the contract shall be adjusted upward or downward consistent with fluctuations in the Gross National Product fixed-weight price index (GNP-PI) and shall become effective July 1 of each year. The Contractor will notify Lawrence County of the GNP-PI by April 15th of each year.

and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.

² "Class III Disposal Facility" refers to a landfill, which is used, or to be used for the disposal of farming wastes, landscaping and land clearing wastes, demolition/construction waste, shredded automotive tires and/or certain wastes having similar characteristics and approved in writing by the Tennessee Department of Environment and Conservation. "Class IV Disposal Facility" refers to a landfill, which is used, or to be used for the disposal of demolition/construction wastes, shredded automotive tires, and certain wastes having similar characteristics and approved in writing by the Tennessee Department of Environment and Conservation.



V. CONTRACTUAL OBLIGATIONS

Evidence of Insurance

The Contractor shall maintain in full force and effect Employer's Liability, Workmen's Compensation, Comprehensive and General Public Liability Insurance, Property Damage Insurance, Comprehensive Auto Liability Bodily Injury and Comprehensive Auto Liability Property Damage Insurance.

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees	As required by law
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability Property Damage	\$500,000	
Excess Umbrella	\$5,000,000	

NOTE: Contractor shall stipulate any limits lower than those listed.

The Contractor shall upon the full execution of agreement and thereafter upon request, furnish the County evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extend expressly set forth herein.

All policies shall name Lawrence County as additional insured. This coverage shall be reflected on the Certificates of Insurance, which will be provided to the County with any endorsements or riders thereto. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation of material change in the policies to the County.

The Contractor shall either (1) require his subcontractors to procure and to maintain during the life of the subcontract subcontractor's insurance of the type and in the same amounts as specified in the preceding schedule; or (2) insure the activities of subcontractors in Contractor's policy.

Bond

For each year of the contract, Contractor shall furnish to the County a corporate surety bond as security for performance and covenants and conditions contained in the agreement. The said



surety bond shall be in the amount of \$1,000,000. Premiums for said bond shall be paid by the Contractor. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee, and the attorneys in fact who execute said surety bond must file with the bond a certification and effectively dated copy of their Power of Attorney.

Indemnification

The Contractor will indemnify and save harmless Lawrence county, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of the Contract or a willful or negligent act or omission of Lawrence County, its officers, agents, servants, and employees.

Term of Contract

The term of the contract shall be for a five (5) year period beginning March 1, 2011. The term of the agreement shall extend for a minimum of one consecutive year term until either party elects to terminate the agreement by written notice to the other party at least sixty (60) days prior to the end of the current term.

Change of Disposal Sites

In the event it becomes necessary for the Contractor to dispose of waste at a landfill or other type of permitted disposal facility other than the specified facility, Contractor shall not be entitled to offset any increased costs of transportation or disposal by increasing the fee for the duration of the contract. In the event costs should decrease with relocation, then and in that event, the Contractor shall proportionately decrease the fee. Furthermore, any disposal site other than the identified facility must be approved in advance by the County. Written communication shall be supplied to the County ninety (90) days in advance of said change in facility. If the County, in its sole discretion, does not approve the proposed site, then the County shall have the option to terminate the contract. Under no circumstances shall the Contractor deposit the County's waste in a landfill or other site that is not in full compliance with regulations implemented by the State of Tennessee in which the disposal function is being performed.

Emergency Conditions

The hauling and disposal obligations of the Contractor or its subcontractor shall continue to accept the County's waste regardless of the operating status of the transfer station. If the transfer station is inoperable due to the fault of the Contractor, then the County shall be compensated for all of its direct additional costs incurred in transporting the waste to the disposal facility. If the transfer station is closed due to a force majeure event, then the County and Contractor shall use their combined efforts to reopen the transfer station as soon as possible. If the transfer station is inoperable and Contractor provides no hauling services, the Contractor shall charge the County

only for the negotiated disposal fees. If the disposal facility cannot accept the County's waste due to a force majeure event, Contractor shall continue to operate the transfer station and transfer the waste to an alternate disposal site approved by the County. Contractor shall be compensated by the County for its actual additional expenses for the first six months of a force majeure event.

Force Majeure

From and after the date of the contract, the Contractor's performance may be suspended and its obligations excused in the event and during the period that such performance is prevented by its cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of nature, war, riot, fire, explosion, accident, flood, sabotage or lack of adequate fuel. In the event Contractor is unable to transport the County's waste to the landfill because of a force majeure event, Contractor may store loaded vehicles and/or trailers at the transfer station site for a period not to exceed federal, state or local regulations. The storage option shall remain in effect only until normal operating conditions are restored.

Default

Except as otherwise provided, upon any default by either party in the performance of any of the warranties, covenants or conditions of the final contract which default is not cured within thirty (30) days, or such additional times as provided by agreement of the terms of this paragraph, following written notice of default from the non-offending party, the non-offending party may, at its option, and without prejudice as to any other remedy, (1) terminate the agreement as of any date at least thirty (30) days after the last permitted date for cure; (2) cure the default at the expense of the defaulting party if agreeable to both parties; and (3) have recourse to any other right or remedy to which it may be entitled by law or equity as determined by a court of competent jurisdiction, including, but not limited to, recovery for all damages or loss suffered by reason of the default and any resulting termination. Any waiver of a default by either party shall not be construed as a continuing waiver of the same or any subsequent default. Any default that cannot be cured by the due diligence of the offending party within thirty (30) days following notice of the same may be cured within such additional period of time as is reasonably necessary to effect or complete such cure if the default was occasioned by factors that could not be reasonably expected or foreseen and was not the result of an intentional act or omission of the offending party or for purposes of delay. / " /

Payments of Penalties and Fines

All penalties or fines assessed by any regulator against the County due to action by the Contractor relative to activities under the agreement shall be paid by the Contractor whose service it affects at no cost to the County.

Invoicing

The Contractor shall bill Lawrence County for services rendered by the 10th day following the end of the end of each month, and Lawrence County shall pay the Contractor on or before the



15th day following the end of such month. The County shall be invoiced for the services monthly on a per load, per ton basis.

Subcontracting

Contractor may subcontract services to be performed hereunder. No subcontracting will be construed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract, under any circumstances, shall relieve the Contractor of its liability and obligation to provide the services contracted for; and despite any such subcontracting the County shall work solely through the Contractor and Subcontractors will be dealt with as workmen and representatives of the Contractor.

VI. PROPOSAL REQUIREMENTS

Requirements for the proposal are:

1. Deadline for Submission

The proposal will be due no later than 2:00 p.m. on January 4, 2011 to Lawrence County in care of the Office of County Executive, 200 West Gaines Street, Suite 201, Lawrenceburg, TN 38464. Any proposal received after this time will be returned unopened. Facsimiles and e-mailed proposals will not be accepted.

2. Pre-proposal Meeting

A pre-proposal meeting will be held on December 28, 2010, at 10:00 a.m. at the Lawrence County Administrative Building, conference room located on the second floor to review the project. At that time a site visit will be conducted. Attendees requesting additional information or material shall request such information as soon as possible following the pre-proposal meeting and no later than Thursday, December 30, 2010 at Noon. Any material requested at or following the pre-proposal meeting will be forwarded to the attendees as soon as practicable. An addendum of such materials will be added to the Request for Proposals. While attendance is not mandatory, it is encouraged.

3. Number of Copies Due

Eight copies of the proposal shall be submitted. Outside of the singled sealed envelope or package shall carry the following identification:

Proposal for Solid Waste Services
Transfer and Disposal of Waste for Lawrence County Solid Waste
RFP #2011-0104

4. Proposal Contents



A letter of introduction shall briefly describe the services that the company is proposing on and any special exceptions or additions to the service as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

The description of firm should describe the company including at a minimum its location, number of offices, length of time in business, corporate structure, number of employees, and relationship to a parent company, if a subsidiary.

The Contractor should be able to prove financial stability by submitting copies of their latest financial statements.

Qualifications of the firm should provide descriptions of the firm's ability to complete the work as proposed. At a minimum, the qualifications should include a description of why the firm is qualified to complete the work and describe other entities that the firm is providing similar services for.

Four references should be provided with entity name, contact person, telephone number, address and relationship to the Contractor.

The Contractor's RFP submittal signature form in Appendix 1 shall be completed by the Contractor and signed by a representative capable of binding the company to a contractual obligation.

The Contractor's Certified Qualification Statement form attached in Appendix 2 shall be completed by the Contractor.

The Contractor must complete the Fee Proposal form provided in Appendix 3.

The Contractor must initial each page of the original request for proposal indicating they have read and understand terms set forth in the request. A copy with initials must be submitted with their proposal.

VII. CRITERIA FOR EVALUATION

The proposal will be evaluated according to the following:

1. Prior experience in solid waste services, transfer station management and operation, and loading, transportation and disposal of waste.
2. Specifics of the proposal regarding Contractor's financial stability.
3. Ability to provide the most comprehensive guarantees, performance and level of insurance coverage to the County.
4. Completeness of information requested.
5. References and reputation of Contractor.
6. Cost.
7. Contract terms and conditions.

8. Overall benefit to the County.

The order of evaluation criteria does not imply an order of importance.

VIII. DISQUALIFICATIONS OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its proposal:

- a. Evidence of collusion among Proposed Contractors;
- b. Lack of competency as revealed by financial statements or experience or equipment statements as submitted or other factors;
- c. Lack of responsibility as shown by past performance in previous contracts of a similar size or scope; and/or
- d. Default on a previous contract for failure to perform.

IX. SELECTION PROCESS

The County shall select the Contractors on the basis of the aforementioned factors and may request interviews to discuss in detail the services to be provided. The interview and the information obtained at that time will become binding as the information in the proposal and shall also be used to make the final determination of Contractor.

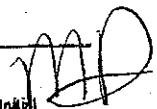
The County reserves the right, at its sole discretion, to select as the preferred Contractor(s) for negotiations, the individual or entity who in the County's judgment, is deemed to be fully qualified and best suited among those submitting proposals, taking into account all considerations deemed relevant. The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals and/or cancel the procurement at its discretion. The County will not have any liability or other obligation whatsoever for any costs or expenses incurred by any Contractor in the analysis and preparation of a Proposal or for any interviews, meetings, contract negotiations, site visits, or other deliberations concerning the same. Final selection will be made by the Lawrence County Solid Waste Committee. The Committee will submit the selected proposal to the Lawrence County Legislative Body for approval and issuance of the contract.

X. GENERAL CONDITIONS

All submitted proposals shall be valid for 180 days from the date of the proposal opening date and shall contain a statement to this effect. Questions regarding the RFP should be directed in writing to: J. Mack Chandler, County Executive, County of Lawrence, 200 East Gaines Street, Lawrenceburg, Tennessee 38464. Responses to questions will be communicated back in written form and shared with all interested Contractors. No questions will be answered within two (2) days or receipt of proposals. Should it become necessary to clarify ambiguities or revise any part of the RFP document or otherwise provide additional information, an addendum will be issued



and furnished to eligible Contractors. Contractors shall examine all information and specific requirements contained in this document. Failure to do so shall be at the Contractor's risk. Upon acceptance of a proposal, the County shall prepare and negotiate a contract with the successful Contractor. Fees as proposed shall be binding for 180 days. In the event the Contractor fails, neglects or refuses to execute said contract within fourteen (14) days after the receipt of said contract, the County may at its own option terminate and cancel its actions and obligations, and upon such termination, said agreement shall become null and void and of no effect. The County may subsequently consider other viable proposals or solicit new proposals. All proposals, contract responses, inquiries or correspondence relating to or in reference to this document shall become the property of Lawrence County Solid Waste when received. Selection or rejection of any proposal does not affect this right. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide services and equipment and expertise to perform as requested. Contractors shall furnish the County all such information and data as may be requested. The County further reserves the right to reject any proposal if the evidence or investigation of such proposal fails to satisfy the County that the Contractor is properly qualified to carry out the obligations of the contract.



ADDENDUM TO RFP FOR SOLID WASTE SERVICES

LOADING, TRANSPORTATION & DISPOSAL

1. The County will repair the transfer station floor, drain, lip and push wall as soon as possible. This may or may not be finished by the start date of the contract. The Contractor is expected to leave the transfer station in the same condition as it will be after the repairs have been made, subject to normal wear and tear .
2. The County will pay for its own scales to be calibrated. The County will calibrate its scales twice annually.
3. The Contract will state that the contract may be adjust upward or downward consistent with the fluctuations in the GNP-PI with a cap of 2.5%.
4. Page 5 of the RFP 2. Strike the last sentence "Fuel surcharges are not to be added additionally to charges". Add "*Fuel charges may be proposed separately, as well as, a single rate proposal. If fuel charges are proposed separately, please state how they will be determined.*"
5. Page 6 of the RFP Bond The said surety bond shall be in the amount of \$1,000,000 *per year*.
6. Page 11 of the RFP IX. SELECTION PROCESS Final selection will be made by the Lawrence County Solid Waste Committee *and the Purchasing Committee*.
7. The County will be responsible for the cleaning out of the new drain system to be installed.
8. The Contractor will be responsible for the cleaning of the property from the gate area to the transfer station area (excluding the recycle area).
9. The Contractor is not entitled to the County's recyclables.
10. Questions should be directed in writing (mail, email, fax) to County Executive J. Mack Chandler, with a copy to Purchasing Agent Carla Burden. All questions must be received by January 13, 2011. Questions may or may not be answered. Any answers given will be disseminated to all interested parties.

TO: J. Mack Chandler
Lawrence County Executive
200 West Gaines St.
Lawrenceburg, TN 38464
Fax 931-766-2219
jmchandler@lawcotn.org

COPY: Carla Burden
Lawrence County Purchasing Agent
219 Centennial Blvd.
Lawrenceburg, TN 38464
Fax 931-766-1595
cburden@lawcotn.org

Contractor's Initial



Lawrence County Government
Office of Accounts and Budgets
219 Centennial Blvd.
Lawrenceburg, TN 38464

Fee Proposal Form

Department: Lawrence County Solid Waste
Item(s): Loading, Transportation, and Disposal of Solid Waste
Proposal Due Date: 01/04/11

Contractor Name: WASTE CONNECTIONS OF MS, INC.

ADDITIONAL INFORMATION

FY 2008-09 Tonnage: 21,589

FY 2009-10 Tonnage: 20,894

FY 2010-11 Tonnage (July – October 2011): 6,804

CONTRACTOR'S PROPOSED FEE(S)

Per Ton Rate: \$33.88*

Fuel Surcharge (if applicable): *Example Fuel Surcharge Attached

Any additional charges that may apply: N/A

Other Information:

*Fuel Surcharge applicable. Example of proposed Fuel Surcharge Matrix Attached.

**This proposal is made without the utilization of a subcontractor. Waste Connections reserves the right to use a subcontractor for loading and hauling should an acceptable agreement be reached with a qualified company. If Waste Connections chooses this option, it will do so prior to the execution of a contract with the county, and submit all required information to the county for its approval.

- Fuel Surcharge based on per ton rate changed monthly

Contractor's Initial MD

LAWRENCE COUNTY TN RESOLUTION NO. 2011022401

Resolution to approve agreement for waste supply, services, and disposal, operation of a solid waste transfer station between Lawrence County and Waste Connections of Mississippi, Inc.

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.						X	
15	Woodall, Karen						X	
14	Woodall, Glenn						X	
12	Washburn, Sam						X	
4	Taylor, Ronnie Wayne						X	
17	Spearman, Bert						X	
5	Purcell, Sam						X	
8	Niedergeses, Mark		X				X	
13	Luna, Neeley	X					X	
2	Jackson, Chris D.						X	
6	Glass, Larry						X	
3	Gillespie, Dennis C.						X	
11	Franks, Scott						X	
7	Dryden, Jerry W.						X	
18	Burks, William (Bill)						X	
16	Brown, Anne N.						X	
9	Benefield, Ronald L.						X	
10	Benefield, Delano						X	
TOTAL							18	0

TYPE OF VOTE:	<input checked="" type="checkbox"/>	Voice	<input type="checkbox"/>	Roll Call
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Comments:

To be voted on at recessed meeting 3/1/11

LAWRENCE COUNTY TN RESOLUTION NO. 2011022401A1

Reject all proposals obtained as a result of RFP (Requests for Proposal); initiate procurement process again to finish what was started; further that we instruct the County Purchasing Agent to negotiate an extension of our current agreement to bridge the gap for the time it will take to receive the new proposals

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.				X		X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam				X		X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert				X		X	
5	Purcell, Sam				X		X	
8	Niedergeses, Mark				X		X	
13	Luna, Neeley				X		X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry				X		X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott		X	X			X	
7	Dryden, Jerry W.				X		X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.				X		X	
9	Benefield, Ronald L.				X		X	
10	Benefield, Delano				X		X	
TOTAL				5	13	0	18	0

TYPE OF VOTE: Voice Roll Call

Comments:

LAWRENCE COUNTY TN RESOLUTION NO. 2011022401A2

Award the proposal to Waste Connections and to direct the purchasing agent and county executive to negotiate with Waste Connections as to additional and/or more favorable terms or services for Lawrence County and that at the end of this meeting we recess until Tuesday, March 1, 2011, at 5:00 pm.

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X			X	
13	Luna, Neeley		X	X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				18	0	0	18	0

TYPE OF VOTE: Voice Roll Call

Comments:
 5 minute recess called for County Attorney and Chair to review Roberts Rules of Order to review amendment procedure – vote taken after recess

RESOLUTION NO. 2011022402

RESOLUTION ACCEPTING USDA RURAL DEVELOPMENT-
RURAL UTILITIES SERVICE GRANT

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF The Lawrence County Legislation Body, TENNESSEE that it accept the offer of the United States of America, acting through Rural Development, United States Department of Agriculture, for a Rural Development (RD) Grant in the sum of \$2,042.00 under the terms and condition of the Grant Agreement furnished by Rural Development for the Lawrence County Computer Equipment Project, and the County Executive and County Clerk are hereby authorized and directed to execute such documents.

PASSED this 24th day of February, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK.

SPONSOR: PURCHASING COMMITTEE



Committed to the future of rural communities.

Tennessee
Lawrenceburg Area Office

Lawrenceburg Office
237 Waterloo Street
Lawrenceburg, TN 38464
Web site: www.rurdev.usda.gov/tn

Lawrenceburg Office (931) 762-6913 • Toll Free 1-800-342-3149 Extension 1494 • FAX (931) 762-4193 • TDD (615) 783-1397

January 24, 2011

Mr. J. Mack Chandler, County Executive
Lawrence County
200 W Gaines St., Ste 201
Lawrenceburg, TN 38464

Dear Mr. Chandler:

You received notification from our State Office that your \$2,042 grant was approved.

The following forms are needed to request closing instructions and to set up the bank transfer:

1. Grant Resolution (Example)
- ✓2. Form RD 400-1, Equal Opportunity Agreement
- ✓3. Form RD 400-4, Assurance Agreement
- ✓4. Electronic Funds Transfer Form

Please execute one of each form and return to me at P.O. Box 1046, Lawrenceburg, TN 38464. The above itemized forms should be executed on or after the date the Grant Resolution is executed.

If I can assist you in any way, please contact me at 931-762-6913 extension 4.

Sincerely,


FAYE C. RODGERS
Area Director

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The Lawrence County Government
(name of recipient)

200 West Gaines Street, Lawrenceburg, TN 38464
(address)

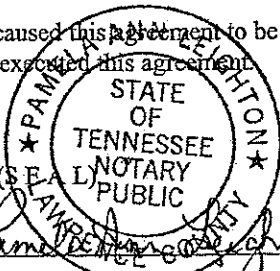
("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Lawrence County Government on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.



[Signature]
Recipient

Expires 6-4-12 02-24-11
Date

Attest: Pamela A. Beal County Executive
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated February 24, 2011 between
Lawrence County Government

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

_____ Recipient

J. Mack Chandler
 _____ Recipient

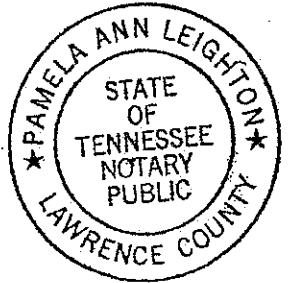
(CORPORATE SEAL)

Lawrence County Government

 Name of Corporate Recipient

Attest
Pamela Ann Leighton
 Expires - 6-4-12
 _____ Secretary

By *J. Mack Chandler*
 _____ President
 County Executive





Tennessee State Office

September 30, 2010

Honorable J. Mack Chandler
County Mayor
Lawrence County
200 W Gaines Street Suite 201
Lawrenceburg TN 38464-3666

Dear Mayor Chandler:

We are pleased to inform you that a Rural Development Community Facilities \$2,042 Grant has been approved and obligated for your Library Computer Equipment Project. This grant is funded by a special allocation through the American Recovery and Reinvestment Act. Enclosed is a copy of Form USDA-RD 1940-1 for your records.

Our Area Office staff will work with you regularly to help expedite grant processing and closing at the earliest possible date.

Congratulations to you on this project.

Sincerely,


BOBBY M. GOODE
State Director

Enclosure

cc: Area Director, Lawrenceburg, TN (w/attachment)

LAWRENCE COUNTY TN RESOLUTION NO: 2011022402

Resolution accepting USDA Rural Development – Rural Utilities Service Grant

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X			X	
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				18	0	0	18	0

TYPE OF VOTE:	<input type="checkbox"/>	Voice	<input checked="" type="checkbox"/>	Roll Call
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Comments:

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
MARVIN DAVID BOYD	65 TINGLE TRAPP RD LAWRENCEBURG TN 38464	931 242 5172	65 TINGLE TRAPP RD LAWRENCEBURG TN 38464	931 242 5172	WESTERN SURETY CO
JANE GAY CARVELL	1044 RACHEL RD LAWRENCEBURG TN 38464	931-762-3597	PO BOX 525 LAWRENCEBURG TN 38464	931-762-3597	SBCA
JANE M JENNINGS	251 STRIBLING RD LAWRENCEBURG TN 38464	931-762-9203	231 MAHR AVE LAWRENCEBURG TN 38464	931-762-8800	SBCA SURETY BONDING COMPANY OF
BOBBY GENE NEWTON	335 N LOCUST LAWRENCEBURG TN 38464	931-762-7458	335 N LOCUST LAWRENCEBURG TN 38464	931-762-7458	LUTHER BROWN GERALDINE BROWN
SHEILA DIANE SCOTT	21 O'CONNOR LANE LORETTO TN 38469	931-853-6820	9 PUBLIC SQUARE LAWRENCEBURG TN 38464	931-762-6620	WESTERN SURETY CO
KATRINA MARIA STOKES	75 BUJE RD SUMMERTOWN TN 38483	931-982-3876	1311 S LOCUST AVE LAWRENCEBURG TN 38464	931-766-1420	WESTERN SURETY CO
BOBBIE DANETTE WEAVER	6 HAWTHORNE DR LAWRENCEBURG TN 38464		700 MAHR AVE LAWRENCEBURG TN 38464	931-762-3581	WESTERN SURETY CO
GAYLE R WRIGHT	2570 CREEKMONT DR LAWRENCEBURG TN 38464	931-762-1512	1600 MAHR AVE LAWRENCEBURG TN 38464	931-762-3317	PATTI MOORE DOROTHY RICHARDSON



SIGNATURE

CLERK OF THE COUNTY OF LAWRENCE, TENNESSEE

2/24/11

DATE

LAWRENCE COUNTY TN
 Special Session February 24, 2011
 NOTARIES

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert		X	X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X			X	
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				18	0	0	18	0

TYPE OF VOTE: Voice Roll Call

Comments:

Meeting recessed until Tuesday, 3/1/11, at 5:00 p.m.

LAWRENCE COUNTY TN

Motion to recess

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen							X
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X			X	
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott							X
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)							X
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	0	0	15	3

TYPE OF VOTE:	<input checked="" type="checkbox"/> Voice	<input type="checkbox"/> Roll Call
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Comments:

LAWRENCE COUNTY COMMISSION
 March 1, 2011
 Resumption of 2/24/11 Special Session

CALL TO ORDER BY: Jerry Dryden, Chair
ROLL CALL: Chuck Kizer, County Clerk

DISTRICT	COMMISSIONERS	PRESENT	ABSENT
1	Yocom, Wayne A.	X	
15	Woodall, Karen		X
14	Woodall, Glenn	X	
12	Washburn, Sam	X	
4	Taylor, Ronnie Wayne	X	
17	Spearman, Bert	X	
5	Purcell, Sam	X	
8	Niedergeses, Mark	X	
13	Luna, Neeley	X	
2	Jackson, Chris D.	X	
6	Glass, Larry	X	
3	Gillespie, Dennis C.	X	
11	Franks, Scott		X
7	Dryden, Jerry W.	X	
18	Burks, William (Bill)		X
16	Brown, Anne N.	X	
9	Benefield, Ronald L.	X	
10	Benefield, Delano	X	
TOTAL		15	3

LAWRENCE COUNTY TN RESOLUTION NO. 2011022401

Resolution to approve agreement for waste supply, services and disposal, operation of a solid waste transfer station between Lawrence County and Waste Connections of Mississippi Inc

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.						X	
15	Woodall, Karen							X
14	Woodall, Glenn						X	
12	Washburn, Sam						X	
4	Taylor, Ronnie Wayne						X	
17	Spearman, Bert						X	
5	Purcell, Sam						X	
8	Niedergeses, Mark						X	
13	Luna, Neeley	X					X	
2	Jackson, Chris D.						X	
6	Glass, Larry						X	
3	Gillespie, Dennis C.						X	
11	Franks, Scott							X
7	Dryden, Jerry W.						X	
18	Burks, William (Bill)							X
16	Brown, Anne N.						X	
9	Benefield, Ronald L.		X				X	
10	Benefield, Delano						X	
TOTAL							15	3

TYPE OF VOTE:	<input type="checkbox"/>	Voice	<input type="checkbox"/>	Roll Call
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Comments:

Motion withdrawn

LAWRENCE COUNTY COMMISSION
 March 1, 2011
 February 24, 2011 Special Session
 ADJOURNMENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen							X
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X			X	
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott							X
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)							X
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	0	0	15	3

TYPE OF VOTE:	<input checked="" type="checkbox"/> Voice	<input type="checkbox"/> Roll Call
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Comments:
