

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
August 14, 2023
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Tim Isbel (Committee Chair), Phil Yager, Tyler Mayes, Denise Palmer and Aaron Wells.

Public Comment Period

Commissioner Wells made a motion to add the contracts with US Cellular, Andrew Lang and Tennessee Orthopaedic Clinic as new business items. Commissioner Yager seconded the motion. Motion passed unanimously.

A. Contracts Approved by Law Director

1. **James Austin Jinks, EMS, Contract #24-0010** – Agreement to provide EMS employee tuition in the amount of \$1,000 for the Critical Care Paramedic State EMS License with the conditions that the employee passes the course, and remains employed full-time with EMS for one-year after obtaining license.
2. **Brandy Solomon, EMS, Contract #24-0011** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains her AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
3. **Faith Phillips, EMS, Contract #24-0014** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains her AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
4. **Southeastern Emergency Physicians dba TeamHealth Midsouth, EMS, Contract #24-0023** – Three-year contract for a Medical Director for \$30,000/year, the same cost as the previous contract.

Commissioner Mayes made a motion to approve as a group and forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

1. **Canon Solutions America Inc, EMS, Contract #24-0017** - Five- year copier lease. Pricing is from State Wide Contract at \$60.46 per month plus copy charges. Replaces \$211/month copier lease.
2. **Canon Solutions America Inc, Highway Department, Contract #24-0019** - Five- year copier lease. Pricing is from State Wide Contract at \$37.03 per month plus copy charges. Replaces obsolete copier.

Commissioner Yager made a motion to approve items 1 and 2 as a group pending the Law Director's approval and forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

3. **Waste Management, Solid Waste, Contract #24-0021** – Ten-year landfill host agreement.

Commissioner Yager made a motion for discussion. Commissioner Palmer seconded the motion. Motion passed unanimously. Mayor Frank and Geoff Trabalka explained the contract in detail.

Commissioner Wells made a motion to approve pending the Law Director's approval and forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

C. Other Business

1. **Surplus Real Estate on Highway 25W in Rocky Top** – Sale of Real Property to Powell-Clinch Utility District for \$20,000. Property transfer paperwork included in agenda as contract #24-0002.

Commissioner Wells made a motion to approve and forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

D. New Business

1. **US Cellular, EMS, Contract #24-0024** – Three-year contract for vehicle tracking services. One-time cost of \$1,200 and monthly cost of \$310. Replaces contract that had monthly cost of \$838.

Commissioner Yager made a motion to approve pending the Law Director's approval and forward to County Commission with a recommendation for approval.
Commissioner Wells seconded the motion. Motion passed unanimously.

2. **Andrew Lang, EMS, Contract #24-0010** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains his AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.

Commissioner Palmer made a motion to approve pending the Law Director's approval and forward to County Commission with a recommendation for approval.
Commissioner Mayes seconded the motion. Motion passed unanimously.

3. **Tennessee Orthopaedic Clinics, BOE, Contract #24-0026** – Three-year contract for two Certified Athletic Trainers. Cost is \$10,000/year. Continues services with the same vendor and same cost the Board of Education has used since 2015.

Commissioner Mayes made a motion to approve pending the Law Director's approval and forward to County Commission with a recommendation for approval.
Commissioner Wells seconded the motion. Motion passed unanimously.

E. Old Business

Anderson County Government Employee Critical Care Paramedic School Tuition Reimbursement Agreement

This Tuition Agreement is made on June 8, 2023 by and between, ~~James Austin~~ **Jinks** (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about ~~October 05 2023~~ and ending on or about **November 16 2023**

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,000, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.


Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

James Austin Jinks
Print Full Name

Date: 7/5/23

Address: 561 English Village Way

APT 1217

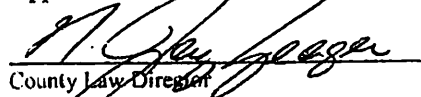
KNOXVILLE, TN 37919

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 7/10/23

Approved as to Form:


County Law Director

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on July 13 2023 by and between,
Brandi Solomon (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

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financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

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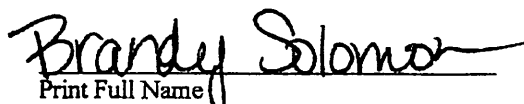
Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

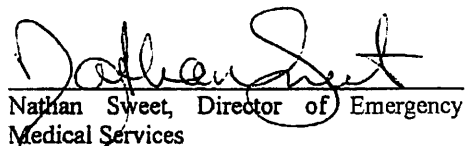

Signature


Print Full Name

Date: 7-13-23

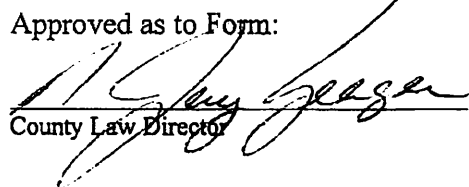
Address: 4101 Mascarene Rd
Knoxville TN 37921

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 7/13/23

Approved as to Form:


County Law Director

24-0014

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 7/24/2023 by and between,
Faith Phillips (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

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Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Faith Phillips
Signature

Faith Phillips
Print Full Name

Date: July 24, 2023

Address: 125 Hillbilly Court

TX

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 7/24/23

Approved as to Form:

[Signature]
County Law Director

Contract for Medical Director Services

This Agreement is made on this the 1st of July, 2023, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Southeastern Emergency Physicians, Inc. d/b/a TeamHealth Midsouth** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide services to Anderson County Government, Emergency Medical Services (ACEMS) in the form of Physician Services, "The Medical Director."

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County. **To include, not limited by, the following:**

- **WHEREAS,** ACEMS operates an Emergency Medical Service, which requires oversight by a physician who has the training, experience, and qualifications necessary to practice such medical oversight.
- **WHEREAS,** Contractor supplies independent contractor physicians who agree to render emergency medical services. Contractor is willing to accept the responsibility of supplying a physician to serve as the Medical Director for ACEMS in accordance with the terms and conditions set forth in this Agreement.
- **Provision of Medical Director:** Contractor will provide to ACEMS a physician ("The Medical Director") to be the medical director for ACEMS's First Responders programs. The Medical Director, including any replacements for the Medical Director, shall be selected upon mutual agreement of ACEMS and Contractor. The Medical Director shall perform the duties as outlined herein. In the event the Medical Director is unavailable, Contractor shall provide a back-up physician, who shall also be selected upon mutual agreement of ACEMS and Contractor, to provide the duties of the Medical Director on a temporary basis.
- **Medical Director Qualifications:** The Medical Director shall be a graduate of an accredited medical college, licensed to practice medicine in the state of Tennessee.
- **Medical Director Duties:** Contractor shall cause the Medical Director to devote a reasonable number of hours per week to the performance of his duties as the Medical Director. Contractor and ACEMS shall from time-to-time reasonably determine the necessary and appropriate hours during which the Medical Director will provide the services herein. The duties of the Medical Director shall include:
 1. Directing the medical care of patients seen by ACEMS.
 2. Approving Standards/Protocols for ACEMS practices and practice guidelines.
 3. Providing supervision of emergency medical providers.
 4. Attend 50% of ACEMS's annual in-service training.
 5. Be on site with ACEMS operations a minimum of one (1) day per month, preferably two (2) days per month.
 - Choice of day will be at the Medical Director's discretion

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of quarterly invoicing and delivery. The compensation to Contractor shall be **\$7,500.00 per quarter, four (4) payments per year, not to exceed \$30,000.00 per year.** Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

24. 0023

Term. The term of this agreement shall begin July 1, 2023 and shall end June 30, 2026, a duration of three (3) years.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

24-0023

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. **Contractor shall provide malpractice insurance for the Medical Director in limits of \$1,000,000 (One Million Dollars) per occurrence and \$3,000,000 (Three Million Dollars) in the aggregate.**

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

24-0023

Contractor

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

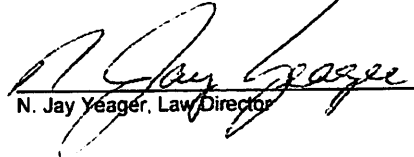
Anderson County Government

Administrative Approval

Robby Holbrook, Interim Finance Director Date

Terry Frank, Anderson County Mayor Date

Approved as to Form

 07/12/23

N. Jay Yeager, Law Director Date



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

24-0017

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-023

Date:

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: Anderson County Government

Customer Name: 2/9/2023

Dept: EMS

Dept:

Contact: Kim McCormick

Contact:

Address: 314 Public Safety Ln

Address:

City/State/Zip: Clinton TN 37716

City/State/Zip:

Phone: 865 457 8609

Phone:

Email: KBMcCormick@andersonems.com

Email:

Auto Toner Contact (if different from above):

Name: Tammy Lepper

Phone: 865 457 8609

Email: tlepper@andersonems.com

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	CABINET TYPE-V		5358C001
1	INNER FINISHER-L1		4000C002
	STAPLE FINISHER-AB1		3999C002
	BUFFER PASS UNIT-P1		4003C002
1	INNER 2/3 HOLE PUNCHER-D1		4002C002
1	SUPER G3 FAX BOARD-AX1		3998C001
	HD CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
	TRACKING SOFTWARE		3575B436
1	ADD'L INPUT TRAY (CASSETTE FEEDING UNIT-AM1)		0609C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$60.46

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Canon Solutions America, Inc.
Purchase Order or Attn.

Email 402 BNA Drive, Ste. 360

Acknowledgement to: Nashville, TN. 37217

-- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

24-0011
Term 60 months
~~FAX~~
24-0019
Cclark

Quote #: BD-380

BILL TO: ("Customer")

Customer Name: TN Anderson County

Dept: Highway

Contact: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Date: 8/3/2023

SHIP TO: (if different)

Customer Name: _____
 Dept: _____
 Contact: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Name: _____ Auto Toner Contact (if different from above):
Phone: _____ Email: _____

CSA to Pick Up Current Copier if Completed:
Make: _____ Model: _____ Serial #: _____

Color Group I - IRADVC3830 (25CPM)

	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
Qty 1	Canon IRADVC3830 MONTHLY RENTAL Cost Per Copy Charges apply	\$24 25	4913C002
	Equipment Maintenance cost per copy/print includes toner and staples		
	B/W CPC: \$ 0.0055 Color CPC: \$ 0.037		
	ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):		
	CABINET TYPE W	\$0.00	5634C001
	INNER FINISHER-L1	\$0.00	4000C002
1	SUPER G3 FAX BOARD-BH1	\$6.70	4919C001
	HID Card Scanner/Follow me Print	\$0.00	3575B678
	Tracking Software	\$0.00	3575B436
1	CASSETTE FEEDING UNIT-AW1	\$6.08	4917C002
	2/3 HOLE PUNCHER UNIT-A1	\$0.00	0126C001
	INNER 2 WAY TRAY-M1	\$0.00	4034C001
	STAPLE FINISHER-AE1	\$0.00	4921C001
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING. THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			
	TOTAL:	\$37.03	

TOTAL:	\$37.03
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☒ Auto Toner Fulfillment ** (Requires use of imageWare Remote)

Send Signed Canon Solutions America, Inc.
Purchase Order or Attn.
Email 402 BNA Drive, Ste 360
Acknowledgement to: Nashville, TN 37217
-- OR --
Fax - Attn
Email @csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

RADVC3830 Rental

AMENDMENT TO HOST AGREEMENT

This **AMENDMENT TO HOST AGREEMENT** (this “Amendment”) is entered into as of the 1st day of September, 2023, by and between **Anderson County, Tennessee**, through its Board of Commissioners (the “County”), the **Anderson County Solid Waste Regional Board** (“Regional Board”), and **Waste Management, Inc. of Tennessee** (“Waste Management”), a Tennessee corporation.

W I T N E S S E T H:

WHEREAS, the County, the Regional Board, and Waste Management previously entered into a certain Host Agreement, that took effect on July 1, 2003 (the “Agreement”, Exhibit B), related to the Class I landfill known as the Chestnut Ridge Landfill located in Heiskell, TN (“Landfill”), which Waste Management operates;

WHEREAS, per Bid #2319, Exhibit C, the County and the Regional Board desire to ensure the continued availability of a landfill for the economically and environmentally sound disposition of waste generated within the County and Waste Management agreed to provide a Host Fee and disposal services for waste generated within the County at the Landfill, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement term is expiring and the parties desire to extend the term of the Agreement and make other modifications thereto, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Section I, entitled “Term of Agreement,” is hereby modified to extend the term to end on June 30, 2033. If any party does not intend to renew the Agreement for a ten (10) year renewal term, then such party shall provide written notice to the other parties at least 180 days before June 30, 2033.

2. The definition of Landfill Permit” in section II, Definitions, is hereby revised as follows:

Landfill Permit. The solid waste permit issued by TDEC, permit number SNL 01 0000 160, authorizing the operation of the Landfill, and including any modifications, renewals, or amendments related to the foregoing.

3. Section IV, “Disposal of County Solid Waste at the Landfill” is hereby superseded and replaced by the following language:

Effective September 1, 2023, the County shall pay a tipping fee of \$25.08 per ton (“Tip Fee”) to dispose of solid waste for which the County has the disposal responsibility, that is, waste from residences, convenience centers, and school and government buildings located within the County, whether transported to the Landfill by the County itself or its contracted hauler. The County shall pay a total rate of \$26.33 per ton to Waste Management, which is the sum of the Tip Fee and the current TDEC waste disposal fee

of \$1.25 per ton ("Host Rate"). If the TDEC or its successor agency increases this fee or if any new federal state, or local fees, charges, or assessments are adopted or approved, Waste Management has the right to add the increase in the current TDEC fee or any new governmental fee, charge or assessment to the then-current Haul Rate by providing the County with 15-days' written notice.

The Tip Fee does not apply to Special Waste, and the Landfill is not permitted to receive and shall not accept Hazardous Waste. For purposes of this Agreement, Solid Waste for which the County has disposal responsibility is defined to include all waste collected from residences and convenience centers located in all incorporated municipalities located within the boundaries of Anderson County, Tennessee and all waste delivered to the Landfill by an Anderson County Generator.

The Tip Fee shall be adjusted annually to reflect the increase in the Consumer Price Index, U.S. City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted ("CPI") as calculated pursuant to **Exhibit A** attached hereto and incorporated herein by reference. The tons of waste for which Waste Management invoices the County shall be determined by scale tickets, which shall be available for inspection by the County upon reasonable notice to Waste Management.

In addition to the CPI adjustment language in Exhibit A, Waste Management has the right to submit a written request that the Host Rate be further adjusted to fully capture increased expenses, lost revenue, and/or margin erosion associated with performance of Waste Management's services due to any one, or a combination, of the following: (i) an uncontrollable circumstance which includes, but is not limited to, tornadoes, fires, other acts of God, landslide, acts of a public enemy or terrorist, war, pandemic or epidemic, industry-wide labor or equipment shortage, blockade, insurrection, riot or civil disturbance, that increases Waste Management's costs to operate and maintain the Landfill, (ii) a change in applicable law, rule, or regulation, or the interpretation thereof, that becomes effective after the date this Amendment takes effect which increases the Landfill's costs to comply with such law, rule, or regulation, (iii) unanticipated increases in the costs to operate and maintain the Landfill, which increases are not due to Waste Management's negligence or intentional misconduct. If Waste Management requests such an increase in its charges or fees, it shall provide the County with the basis for its requested increase, which may include calculations of the increased costs/lost revenue. The County shall not unreasonably deny, withhold, or delay approval of all or a portion of Waste Management's request, and shall make its decision no later than 60 days after receiving Waste Management's request.

4. Section V, entitled "Host Surcharge Payments," is hereby superseded and replaced by the following language:

Effective September 1, 2023, Waste Management shall pay to the County an agreed upon Host Fee of \$1.62 per ton on each ton of Solid Waste (including Special Waste) generated outside of the County and received at the Landfill for disposal. All waste generated within the County is exempt from the Host Surcharge Payment. The Host Surcharge Payment shall be adjusted annually to reflect the increase in the CPI as calculated pursuant to

Exhibit A attached hereto. If the number of tons of waste generated outside of the County and received at the Landfill for disposal exceeds 500,000 tons in any calendar year, then Waste Management shall pay the County an additional twenty cents (\$0.20) per ton on each ton in excess of 500,000 tons of out-of-County waste disposed at the Landfill during that calendar year.

These payments by Waste Management to the County shall be known as Host Surcharge Payments and shall be made quarterly. Each payment shall be made on or before the last day of the month following the end of the calendar quarter in which the waste was received at the Landfill.

The Host Surcharge Payments shall be in lieu of any and all other taxes, fees, surcharges, and assessments of whatever nature (with the exception of real and personal property taxes, employee earned income tax, and other normal business taxes, fees, and assessments unrelated to the Landfill or its operations). The County and Regional Board each agrees not to enact, adopt, assess, pass, or approve any other fee, tax, surcharge, or assessment upon the Landfill, its operations, or the waste received at the Landfill during the term of this Agreement.

5. Section VI, entitled "Actions of County or Regional Board," is hereby superseded and replaced by the following language:

During the term of this Agreement, neither the County nor the Anderson County Solid Waste Regional Board shall take any action to restrict access to the Landfill by excluding solid waste generated outside the County. If the Regional Board or the County refuses to give its approval to or opposes an expansion of the Landfill when requested by Waste Management or takes action to exclude or limit waste from outside the County, then Waste Management shall have the right to immediately declare this entire Agreement null and void, or at its option, to immediately terminate the Host Surcharge Payments provided for in section 5 of this Agreement.

Further, if the Regional Board or the County authorize or approve the siting, permitting, or construction of a new landfill within the County and that new landfill is opened to accept waste before Chestnut Ridge Landfill has exhausted its permitted waste disposal capacity, then Waste Management has the right to immediately declare this entire Agreement null and void, or at its option, to immediately terminate the Host Surcharge Payments provided for in section 5 of this Agreement.

6. The following new language is hereby added to the existing language in Section VII, "Operation of the Landfill:"

The Landfill will be available to receive contracted and commercial deliveries and dispose of Solid Waste on Monday through Friday from 5:30 a.m. to 4:30 p.m. and on Saturday from 6:00 a.m. to 11:00 a.m. The Landfill will not accept or receive any Solid Waste on Sunday. Waste Management has the right to modify the hours in which it will be open to accept Solid Waste by providing at least 30 days written notice to the County.

For no more than five (5) years from the effective date of this Amendment, Waste Management will continue to operate on the County's behalf the current residential drop-off area located behind the Landfill scale house. The residential drop-off area will be open to County residents from 7:00 a.m. to 3:00 p.m. Monday through Friday and from 6:00 a.m. to 10:30 a.m. on Saturday. Waste Management has the right to modify the hours in which the residential drop-off area will be open by providing at least 30 days written notice to the County.

The County and Waste Management agree that within the five-year period they will work cooperatively to find a new location for the residential drop-off area and Waste Management will not have the obligation to operate or manage the new center. While Waste Management is continuing to operate the drop-off area at the current location, County residents shall continue to have the right to bring waste generated at their residences and deposit such waste into the open-top boxes at the drop-off area. Waste Management will weigh each open-top box at the scale house before disposing the Waste into the Landfill. Waste Management will invoice the County at least monthly for all the Solid Waste tonnage received at the drop-off area and disposed. Waste Management has the right to verify that all residents bringing Solid Waste to unload at the drop-off area reside in the County by checking driver's licenses. Construction and Demolition Waste generated by a third-party or a for profit business at a residence is not acceptable at the drop-off area. Only waste generated by a resident at that resident's County located residential property and delivered by the resident may be unloaded at drop-off center.

Waste Management will provide up to two (2) Saturday clean-up days on an annual basis, one day being in the Fall and the second day in the Spring so long as the residential drop-off area is still located behind the Landfill scale house. Waste Management will select the days in which to hold the clean-up event by extending the residential drop-off area hours and will provide at least 60 days advance notice of the selected date to the County. The County will be responsible for all advertising and communication to residents of the dates for the clean-up days.

7. If words used in this Amendment are expressly defined in the Agreement, then those words shall have the meaning assigned in the Agreement, unless otherwise specifically stated. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

Signatures on the following page

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

ANDERSON COUNTY, TN

By: _____

Its: _____

Date: _____

ANDERSON COUNTY REGIONAL SOLID WASTE BOARD

By: _____

Its: _____

Date: _____

WASTE MANAGEMENT, INC. OF TENNESSEE

By: _____

Its: _____

Date: _____

EXHIBIT A

Annual Adjustments. The parties agree that beginning on July 1, 2024 and annually on each July 1 thereafter, the Tip Fee will be adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the 12 most recently published months from March to April compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2021 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water, Sewer, Trash	252.46	261.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then current rates for services, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

HOST AGREEMENT

THIS HOST AGREEMENT is entered into by and between Anderson County, Tennessee ("the County"), the Anderson County Solid Waste Regional Board ("the Regional Board"), and Waste Management, Inc. of Tennessee ("Waste Management"), a Tennessee corporation.

RECITATIONS

WHEREAS, Waste Management operates a Class I sanitary landfill known as the Chestnut Ridge Sanitary Landfill ("the Landfill"), located at 240 Fleenor Mill Road, Heiskell, Tennessee 37754; and

WHEREAS, the Board of County Commissioners of the County may adopt provisions necessary to preserve the health of the County, provide for the expenses thereof, and perform other acts necessary to the full discharge of its duties as the legislative body of the County government; and

WHEREAS, the Board of County Commissioners desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of County waste; and

WHEREAS, the Landfill is capable of meeting the County's waste management needs; and

WHEREAS, the parties recognize and understand the ever-increasing demands for and desirability of a disposal facility such as the Landfill; and

WHEREAS, this Host Agreement has been duly authorized and approved by the Board of County Commissioners and the Regional Board.

NOW, THEREFORE, for and in consideration of the respective terms, conditions, and covenants contained herein, the parties agree as follows:

I

TERM OF AGREEMENT

This Agreement shall be effective for a period of twenty (20) years, beginning July 1, 2003.

II

DEFINITIONS

The following terms shall be defined in the following manner throughout this Agreement:

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

Anderson County Generator. Any person that transports Garbage or Refuse to the Landfill for disposal in a non-commercial vehicle together with any trailer or attachment and bearing a valid Anderson County license plate.

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

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

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

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

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

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

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

Landfill. Chestnut Ridge Landfill, which includes the landfill included within the legal boundaries of real property, to be operated under the Landfill Permit located in Anderson County, Tennessee.

Landfill Permit. The solid waste permit issued by TDEC, permit number SNL 011030160, related to the Landfill, any modifications, renewals or amendments of any of the foregoing.

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

Performance Security. Security for performance of all or a portion of the obligations of this Agreement, as the case may be. This security may be provided by either surety bond, security funds established for the benefit of the party receiving the security, an irrevocable letter of credit in form reasonably acceptable to the party receiving the security, or other manner acceptable to the party receiving the security. Such security instruments shall cover claims during the entire term of the Agreement. If the party providing the security gives a surety bond, the providing party shall be responsible for giving the party receiving the security satisfactory evidence that all such security is in full effect throughout the term of the obligations for which the security is being provided. Attorneys-in-fact who sign a surety bond must file with the bond a certified and dated copy of their powers of attorney. A security bond may be in full force and effective initially for a one (1) year period, but it must be renewed annually thereafter upon written consent of the surety by issuance of a continuation certificate no later than sixty (60) days prior to the renewal date. The surety shall give the obligee at

least sixty (60) days prior notice of the cancellation or non-renewal of this security. No claim against performance security shall be initiated after the term of this Agreement, and no suit, action or proceeding with respect to such a claim shall be brought on a surety bond after the surety bond expires or is terminated. Failure to renew a surety bond shall be an event of default under this Agreement. For the purposes of this Agreement, Waste Management has agreed in paragraph VIII hereof to provide Performance Security during the term of this Agreement.

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

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

Refuse. All Non-Hazardous Solid Waste originating at residences and commercial establishments, including industrial, institutional, commercial, municipal and medical sites, which is not Process Waste, including without limitation, wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, and institutions, including Garbage, paper, cardboard, wood, cans, glass, ashes and boxes, woody materials and cuttings from trees, lawns and gardens, septic tank pumping and dried digested sludge grit. The term "Refuse" as used herein does not include Hazardous Waste or Infectious Waste that might be injurious to personnel engaged in Solid Waste handling, including, but not limited, to acids, explosives, radioactive materials, toxic industrial waste; nor shall it include any

materials that are, or in the future may be, prohibited from dumping by the regulations of TDEC or the State of Tennessee, or by any other public agency, or by operation of law.

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

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

Special Waste. Those wastes that include sludges, bulky wastes, pesticide wastes, medical wastes, industrial wastes, hazardous wastes that are not subject to regulations under Tennessee Rules 1200-1-11-.03 through 1200-1-11-.07, liquid wastes, friable asbestos wastes, combustion wastes, and other solid wastes that are either difficult or dangerous to manage and require extraordinary management,

including without limitation any waste (solid or otherwise) that has a density equal to or greater than eight hundred (800) pounds per cubic yard. However, discarded automotive tires and dead animals shall not be included in this term. For purposes of this definition, industrial waste means solid wastes produced in, or generated by, industrial or manufacturing processes, as provided in Tennessee Rule 1200-1-7-.01.

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

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

Unacceptable Waste. All Solid Waste which is hazardous, infectious or otherwise excluded by the Landfill Permit.

III

WARRANTIES AND REPRESENTATIONS

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

- (a) County is duly authorized and empowered to enter into and fully perform this Agreement according to its terms; and
- (b) There is no known decree, judgment, or administrative order of any kind threatened or in existence enjoining or restraining the County from taking any action required under this Agreement; and
- (c) The County has disclosed to Waste Management, to the best of its knowledge after reasonable inquiry, its knowledge of all the facts, information and data necessary and pertinent to the Landfill, and all

of the representations and warranties contained in this Agreement, and any written statements and exhibits prepared in connection with this Agreement, are true and correct as of the date of the execution hereof, to the best of this County's knowledge.

Warranties and Representations of Waste Management

Waste

Management hereby warrants, represents and covenants that, as of the date of the execution of this Agreement:

- (a) All of Waste Management's representations and warranties contained in this Agreement and any written statements and exhibits prepared in connection with this Agreement, are true and correct as of the date of execution hereof; and
- (b) Waste Management is a duly authorized corporation organized under the laws of, and is authorized to do business in, the State of Tennessee; and
- (c) Waste Management has the requisite expertise and financial ability to fully, completely, and satisfactorily perform its obligation hereunder in full compliance with applicable law; and
- (c) To the best of its knowledge, Waste Management has disclosed to County its knowledge of all facts, information and data pertinent to its capacity to perform its duty and obligations under this Agreement; and
- (d) Waste Management has obtained all necessary land use approvals for the operation of the Landfill under the Landfill permit, pursuant to applicable law, regulation and the terms of this agreement.

IV

DISPOSAL OF COUNTY SOLID WASTE AT THE LANDFILL

During the term of this Agreement, the County shall pay a rate of \$16.50 per ton ("Host Rate") to dispose of any and all solid waste for which the County has the disposal responsibility, that is, waste from residences, convenience centers, and school and government buildings. This rate does not apply to special waste, and the Landfill does not accept hazardous waste. The Host Rate shall be adjusted annually to reflect the

increase or decrease in the Consumer Price Index as calculated pursuant to **Exhibit A** attached hereto and incorporated herein. The County reserves the right to use other facilities and shall not be obligated to use the Landfill. For purposes of this Agreement, solid waste for which the County has disposal responsibility is defined to include all waste collected from residences and convenience centers located in all incorporated municipalities located within the boundaries of Anderson County, Tennessee and all waste delivered to the Landfill by an Anderson County Generator (as that term is defined in section II of this Agreement). The tons of waste for which Waste Management bills the County shall be determined by scale tickets, which shall be available for inspection by the County upon reasonable notice to Waste Management.

V

HOST SURCHARGE PAYMENTS

During the term of this Agreement, Waste Management shall pay to the County an agreed host fee of one dollar (\$1.00) per ton on each ton of solid waste (including special waste) received at the Landfill which was generated outside the County. The host fee shall be adjusted annually to reflect the increase or decrease in the Consumer Price Index as calculated pursuant to **Exhibit A** attached hereto and incorporated herein. If the number of tons received at the Landfill from sources outside the County in a calendar year exceeds 500,000 tons, Waste Management shall pay to the County an additional twenty cents (\$.20) per ton on each ton in excess of 500,000 tons received during that calendar year.

These payments by Waste Management to the County shall be known as Host Surcharge Payments. These payments shall be made quarterly. Each payment shall be

made on or before the 30th day of the month following the calendar quarter in which the waste on which the fee is payable is received at the Landfill.

The Host Surcharge Payments shall be in lieu of any and all other taxes, fees, surcharges, and assessments of whatever nature (with the exception of real and personal property taxes, employee earned income tax, and other normal business taxes, fees, and assessments unrelated to the operation of the Landfill as a disposer of solid waste). The County agrees not to enact any other fee, tax, surcharge, or assessment upon waste received at the Landfill during the term of this Agreement.

VI

ACTIONS OF COUNTY OR REGIONAL BOARD

During the term of this Agreement, neither the County nor the Anderson County Solid Waste Regional Board shall take any action to restrict access to the Landfill by excluding solid waste generated outside the County.

If the Regional Board or the County refuses to give its approval to an expansion of the Landfill when requested by Waste Management, or takes action to exclude waste from outside the County, Waste Management shall have the right to declare this entire Agreement null and void, or at its option, to terminate the Host Surcharge Payments provided for in section V of this Agreement.

VII

OPERATION OF THE LANDFILL

Waste Management shall operate the Landfill in accordance with all applicable federal, state, and local laws, ordinances, rules, and approvals, including all permits issued with respect to the Landfill, and the terms and conditions of this Agreement. In particular, Waste Management shall use reasonable efforts to ensure compliance with federal, state, local, and permit provisions governing litter, dust, noise, and placement and compaction of waste.

All solid and special waste received at the Landfill shall be disposed of by Waste Management in compliance with any and all applicable federal, state, and local laws, rules, and permit requirements, as amended and added during the life of the Landfill.

In no event shall Waste Management knowingly accept for disposal at the Landfill any hazardous waste, as that term is defined by federal, state, or local laws and rules, as amended and added during the life of the Landfill. Waste Management will spot-check random loads of waste to determine whether they contain any unacceptable waste.

Nothing in this Agreement shall require Waste Management to continue to operate the Landfill for any particular length of time.

Any change in the operation of the Landfill is subject to all federal, state, and local permit requirements.

Waste Management agrees not to accept waste at the Landfill at a volume in excess of three million (3,000,000) tons per calendar year except by prior written

approval of the County Commission. This cap shall increase by five percent (5%) of the initial figure (i.e., by 150,000 tons) during each year of the Agreement. If a generator of waste in the County seeks to dispose of waste in the Landfill, but the tonnage limitation prevents Waste Management from accepting such waste, Waste Management shall request from the County an increase in the tonnage limitation in order to accommodate the generator's waste stream.

VIII

INDEMNIFICATION AND LIABILITY INSURANCE

Hold Harmless Clause. Waste Management agrees to indemnify and hold harmless the County, and its officers, agents, and employees from, against, and with respect to any claims incurred by or asserted against the County, arising due to any negligence or intentional misconduct of Waste Management or any of its officers, agents, employees, or subcontractors, arising from or related to the Landfill.

Insurance. Waste Management shall secure and maintain throughout the term of this Agreement, the following types of insurance with limits as shown to protect the County, the Contract Administrator and the authorized agents and employees of all the above, from any damage claims, including exemplary or punitive damages, for damage such as bodily injury, death or property damage, which may arise from Waste Management's operations under this Agreement, whether such operations be by Waste Management, a subcontractor of Waste Management, an agent of Waste Management, or anyone employed by Waste Management directly or indirectly:

- (a) **Waste Management's General Liability Insurance.** Waste Management shall procure and maintain in full force and effect during the term of this Agreement a Comprehensive Liability

Insurance Policy in the amount of one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate.

- (b) **Certificate of Insurance.** Waste Management will provide the County with a copy of Waste Management's Certificates of Insurance.

The foregoing insurance policies shall be carried with responsible insurance companies authorized to transact business in the State of Tennessee; shall name the County as an additional insured; and shall provide that the County shall be given at least thirty (30) days written notice prior to any modification or termination of said insurance. Prior to the commencement of any activity or operation by Waste Management hereunder, Waste Management shall furnish to the County certificates evidencing insurance coverage satisfactory to the County as set forth herein above.

Performance Security. Waste Management shall provide at its expense, and maintain during the entire term of the Agreement and for a period of one (1) year after the termination of this agreement, Performance Security in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the County for the faithful performance of this Agreement by Waste Management.

IX

ASSIGNMENT

Any assignment of the rights and duties of Waste Management under this Agreement to an entity other than an affiliated company shall be subject to the prior written approval of the County, but the County shall not unreasonably withhold such

approval. If an assignment is approved by the County, this Agreement shall be binding upon the assignee(s).

X

DEFAULT

(a) An event of default occurs when Waste Management fails to materially perform any provision of the Agreement and Waste Management fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty (45) days, an event of default does not occur if Waste Management promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

(b) The willful or negligent failure of Waste Management to prevent the dumping of unpermitted waste at the Landfill and the willful violation by Waste Management of any federal, state, or local law, rule, resolution, or ordinance applicable to the Landfill shall be considered an event of default, subject to the opportunity to cure the default as provided in subsection (a).

(c) Upon the occurrence of an event of default, the County shall have the right to terminate the Agreement by sixty (60) days written notice to Waste Management, and in the alternative, has the right, but not the obligation, to cure said event of default, at Waste Management's expense.

(d) Waste Management shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from Waste Management, has not been cured.

(e) The rights and remedies of the parties provided in this section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XI

FORCE MAJEURE OR IMPOSSIBILITY OF PERFORMANCE

Waste Management's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Waste Management unless such cause or causes are a result of action or nonaction by Waste Management. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of, any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

XII

INSPECTION OF LANDFILL

Waste Management agrees to allow the County's representatives or designees access to the Landfill, upon reasonable notice to Waste Management, for the purpose of determining whether Waste Management is in compliance with this Agreement and with applicable federal, state, and local statutes, rules, and permit requirements.

Waste Management agrees to keep accurate records of all waste received at the Landfill and, within thirty (30) days of the end of each calendar month during the term of this Agreement, Waste Management shall provide to County a written report of the tons of solid waste received at the Landfill during the preceding month, broken down into two categories (tons generated in Anderson County and tons generated outside Anderson County). Within sixty (60) days of the end of each calendar year, Waste Management shall provide to County a similar report of tons received at the Landfill during the preceding year.

Upon reasonable notice to Waste Management, the County shall have the right to examine and audit the tonnage records maintained by Waste Management; provided, however, the County shall maintain the confidentiality of any competitive information contained in these records, including but not limited to the rate charged by Waste Management to its commercial customers.

XIII

PAYMENT TO UTILITY BOARD

As part of the consideration paid to the County by Waste Management under this Agreement, Waste Management shall make a one-time payment of \$200,000 to the Anderson County Utility Board, to be used by that Board to provide city water to residents living on Moore's Gap Road, East Wolf Valley Road, and other areas as the Board believes necessary. This payment shall be made on or before January 31, 2004.

XIV

COMMUNITY NEEDS FUND

On or before September 1, 2003, and on or before July 1 of each subsequent year during the term of this Agreement, Waste Management shall pay to Anderson County the sum of \$12,000. This money shall be used by the County to assist nonprofit organizations and school groups having a particular and unforeseeable financial need. The recipients of these funds shall be selected by the County, with the approval of Waste Management, which approval shall not be unreasonably withheld.

XV

SUCCESSORS AND ASSIGNS

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.

XVI

REQUIRED APPROVALS

Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

XVII

APPLICABLE LAW

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

XVIII

SEVERABILITY CLAUSE

If any term, clause or provision of this Agreement, or the application thereof to any person or circumstances to any extent, is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby.

XIX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

XX

NOTICES

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as:

Rex Lynch
Anderson County Executive
Anderson County Courthouse
100 North Main Street
Clinton, TN 37716

Waste Management, Inc. of Tennessee
Chestnut Ridge Landfill
P. O. Box 139
Heiskell, TN 37754
and
Group General Counsel
Waste Management Southern Area
Office
2859 Paces Ferry Road, Suite 1600
Atlanta, GA 30339

Change of address by either party shall be by notice given to the other in the same manner as above specified.

XXI

NO ORAL MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement or any or its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

XXII

WAIVERS

A failure of any party to exercise any right provide for herein shall not be deemed to be a waiver of any right hereunder.

XXIII

EXHIBITS

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

XXIV

MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

XXV

JURISDICTION

Each party hereby consents to the jurisdiction of all state courts sitting in Tennessee and all federal courts sitting in Knoxville, Tennessee and agrees that venue of any legal action brought in connection with this Agreement shall lie exclusively in such courts.

XXVI

BINDING EFFECT

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

XXVII

TITLES AND SUBTITLES

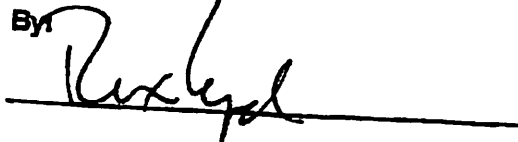
Titles of sections and subsections are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Approved as to Form:


County Attorney

APPROVED:

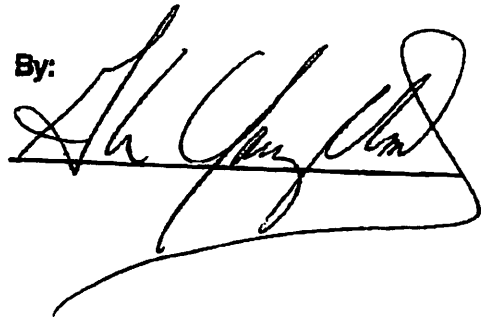
ANDERSON COUNTY

By 

APPROVED:

**WASTE MANAGEMENT, INC. OF
TENNESSEE**

By:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "Shirley".

ANDERSON COUNTY GOVERNMENT TENNESSEE

Request for Proposals #2319 Municipal Solid Waste (MSW) Disposal Services

RFP Response Due:
May 19, 2023
2:30pm

SUBMITTED BY

Waste Management Inc of Tennessee
Chestnut Ridge Landfill

The Right Way is our Way of Working

CONTACT

Rob Owen
Public Sector Solutions Area Manager
rowen@wm.com | (865) 938-5393





WASTE MANAGEMENT

Chestnut Ridge Landfill
140 Fleenor Mill Rd
Heiskell, TN 37754

May 6, 2023

Anderson County Government
100 North Main Street,
Suite 214 Courthouse
Clinton, Tennessee 37716

RE: Request for Proposals #2319 | Municipal Solid Waste Disposal Services

Dear County:

Waste Management Inc of Tennessee (dba WM) is pleased to have the opportunity to provide the Anderson County Government with the enclosed proposal for Request for Proposals #2319 Municipal Solid Waste (MSW) Disposal Services.

Waste Management is the leading provider of comprehensive waste and environmental services in North America. We are strongly committed to a foundation of financial strength, operating excellence, and professionalism. We are proud of the work we do, our dedicated staff, and the customers we serve.

We have a proven track record of providing our customers with waste programs, including disposal, that meet their goals for diversion, service optimization, and cost reduction. We have implemented programs for more than nearly 20 million customers across North America for whom we provide a variety of environmental solutions.

The offerings we provide to our customers clearly differentiate our company from our competitors and demonstrate the value, service, and sustainability solutions we hope to continue to provide to the Anderson County if awarded this contract.

Waste Management extends our appreciation for allowing us to provide the enclosed proposal to the Anderson County. We look forward to your feedback, and if you have any questions or need clarification regarding our proposal or the information provided, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Owen'.


Rob Owen

Public Sector Solutions Area Manager
(865) 938-5393 | rowen@wm.com

TABLE OF CONTENTS

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 **Waste Management is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge the right way.**

Data contained in this proposal represents the most recently published information for Waste Management's wholly owned operations, unless otherwise indicated.



A. Experience

Our proposed key personnel have more than 37 years of combined experience in landfill management and our staff is MOLO and TDEC Certified with Management and Operator Certificates.

Introducing our Anderson County Service Team

At Waste Management, we believe that developing a strong relationship with you and your community is important to our long-term partnership. Our priority is to thoroughly understand our customers' program goals and service expectations – we listen first and act second. Through on and off the street research, our conversations with you, and this RFP process, we have developed substantial insight into your expectations for your program.

Appreciating our customers' unique needs allows us to customize services and program offerings. We will work with you, your community, and internally, as your Waste Management Anderson County service team, to implement and execute disposal services that align with all of your requirements and expectations.

Your local Anderson County service team brings a diversity of backgrounds, skillsets, and job responsibilities. However, we all connect back to a common denominator, you – our customer.

Your Waste Management Anderson County service team will include:

Operations

Name	Title	Years of Experience
Dön Gentilcore	Area Director Disposal Operations	28
Steven Clark	Senior District Manager	19
Andy Sweeney	District Manager	12
Johnny Lane	District Operations Manager	33
James Strouth	Landfill Operations Manager	8
Clay Hansford	Environmental Technician	1
Everette Moore	Leachate Operations Manager	18
Jennifer Fleenor	Operations Specialist	7

Don Gentilcore, Area Director Disposal Operations

Mr. Gentilcore has a BS in Environmental Management and over 28 years' experience in the Solid Waste industry and has managed post collection, long haul trucking and collection operations throughout his career.

He is currently managing a regional group of Managers, Engineers and Environmental Protection Specialists for multiple states. He carries profit and loss, as well as capital management responsibility for twenty (20) active landfills, seven (7) active transfer stations, three (3) Material Recovery Facilities and one (1) active Construction/Demolition Material Recovery facility that collectively manage over 7 million tons of material per year. Mr. Gentilcore has performed extensive project planning, scheduling, contract and subcontractor management duties on numerous large construction and disposal projects

Steven Clark, Sr District Manager - Post Collections

Mr. Clark is a professional general manager with over 19 years of experience in the Solid Waste Industry and 10 years of Oil and Gas experience with a primary focus in renewable energy, CNG infrastructure and design.

He currently oversees program management, performance management, and other organizational culture efforts for six (6) active landfills, one (1) active transfer station and one (1) active Construction/Demolition Material Recovery facility. Mr. Clark has an extensive background in development and implementation programs for optimal equipment utilization, maintenance, labor and material costs, community outreach and governance.

Bonding Capacity and Companies

Waste Management has a comprehensive surety program with multiple surety companies participating, offering large amounts of capacity. Due to the number of instruments, we administer, we do not provide detailed information. However, surety bonds are issued in the range of \$1,000 to excess of \$25 million. Waste Management has a \$100 million aggregate and \$50 million single capacity limit and has never been denied project bonding.

Waste Management Credit Ratings

Moody's Baa1/P-2/Stable	Standard & Poor's A-/A-2/Stable	Fitch BBB+/F-2/Negative
Dun & Bradstreet Rating		D&B Number
5A2		19-467-2085

The three largest bonding companies we use all have an AM Best Rating of A+.

Waste Management has a comprehensive surety program with multiple surety companies participating, offering large amounts of capacity. There are three brokerage firms on the account.

Aon Risk Services Southwest, Inc.

Michael Herrod/contact

Marathon Oil Tower

5555 San Felipe Street, Suite 1500

Houston, Texas 77056

(832) 476-5834

Evergreen National Indemnity Company

Kathie Price/contact

6140 Parkland Blvd., Suite 321

Mayfield, Ohio 44124

(440) 395-5100

Smith Manus Agency

Brook Smith/contact

2307 River Road, Suite 200

Louisville, Kentucky 40206

(502) 238 1210

Some of the surety companies currently providing surety bonds on behalf of Waste Management are

Evergreen National Indemnity Company

6140 Parkland Blvd., Suite 300

Mayfield Heights, Ohio 44124

Federal Insurance Company

15 Mountainside Road

Warren, New Jersey 07059

Fidelity and Deposit Company of Maryland (Zurich)

1400 American Lane, Tower 1, 19th Floor

Schaumburg, Illinois 60196-1056

Lexon Insurance Company

2307 River Road, Suite 200

Louisville, Kentucky 40206

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, Massachusetts 02116

(617) 357-9500

Travelers Casualty and Surety Company of America

1 Tower Square

Hartford, Connecticut 06183

Western Surety Company (CNA)

101 South Phillips Avenue

P.O. Box 5077 (57117-5077)

Sioux Falls, South Dakota 57104-6703

Please see the following pages:

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Advanced Disposal Services, Inc., which is included in the 2020 consolidated financial statements of the Company and constituted approximately 10.6% of total consolidated assets, excluding goodwill, as of December 31, 2020, approximately 1.3% of total consolidated revenues and less than 1% of consolidated operating income for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Advanced Disposal Services, Inc.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2020 consolidated financial statements of the Company, and our report dated February 22, 2021 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

SERNIS & YOUNG LLP

Houston, Texas
February 22, 2021

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 22, 2021 expressed an unqualified opinion thereon.

Adoption of ASU No. 2016-02 (Topic 842)

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for leases in the 2019 financial statements to reflect the accounting method change due to the adoption of ASU No. 2016-02, *Leases* (Topic 842), and the related amendments.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

*Landfill Amortization**Description of the Matter*

At December 31, 2020, the Company's landfill assets, net of accumulated amortization, totaled \$7.2 billion and the associated amortization expense for 2020 was \$568 million. As discussed in Note 3 of the financial statements, the Company updates the estimates used to calculate individual landfill amortization rates at least annually, or more often if significant facts change. Landfill amortization rates are used in the computation of landfill amortization expense.

Auditing landfill amortization rates and related amortization expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted airspace and unpermitted expansion airspace, airspace utilization factors, projected annual tonnage intakes, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill amortization rates and calculating amortization expense. Our audit procedures included, among others, testing controls over the Company's process for evaluating and updating the significant assumptions used in the development of the landfill amortization rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of amortization expense.

To test the landfill asset amortization rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding unpermitted expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill amortization rates.

*Landfill – Final Capping, Closure and Post-Closure Costs**Description of the Matter*

At December 31, 2020, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.2 billion. As discussed in Note 3 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted airspace; the projected annual tonnage intake; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY and external engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We utilized the external engineers to evaluate the estimates of remaining landfill airspace. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

Acquisition of Advanced Disposal Services, Inc. – Valuation of Customer Relationship and Landfill rights/permits

Description of the Matter

As described in Note 18 to the consolidated financial statements, during the year ended December 31, 2020, the Company completed the acquisition of Advanced Disposal Services, Inc. ("Advance Disposal") for net consideration of \$4.1 million. The transaction was accounted for as a business combination.

Auditing the Company's accounting for its acquisition of Advance Disposal was complex due to the significant estimation required by management in determining the fair value of the acquired customer relationships and landfill assets included within Other intangible assets and Property and equipment, respectively, in Note 18, both of which utilize prospective financial information. The Company valued the customer relationship asset using an income approach; specifically, the multi-period excess earnings model. The significant assumptions used to value customer relationships included, among others, the attrition rate, revenue growth rate, and discount rate. The Company valued the landfill assets using an income approach; specifically, a discounted cash flow model. The significant assumptions used to value landfill assets included, among others, the forecasted revenue and revenue growth (including forecasted waste volumes and rate per ton), discount rate, and forecasted capital expenditures. These assumptions are forward-looking and could be affected by future economic and market conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over its accounting for the Advance Disposal acquisition. For example, we tested controls over the valuation of customer relationships and landfill assets, including management's review of the valuation models, and underlying data and assumptions used to develop the estimated fair value of these assets.

To test the estimated fair value of the customer relationship and landfill assets, we performed audit procedures that included, among others, evaluating the Company's selection of the valuation methodology, evaluating the significant assumptions used to determine the valuation calculations, and testing the completeness and accuracy of the underlying data supporting the significant assumptions. We involved our valuation specialists to assist with evaluating the methodology and significant assumptions used by the management to determine the fair value estimates. Additionally, we performed sensitivity analyses of the identified significant assumptions and compared them, as applicable, to current industry and market trends, the assumptions used by the Company to value similar assets in other acquisitions, as well as historical results, among other procedures.

5 ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 22, 2021

WASTE MANAGEMENT, INC.
CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2020	2019
ASSETS		
Current assets	\$ 553	\$ 1,561
Cash and cash equivalents	2,097	1,749
Accounts receivable, net of allowance for doubtful accounts of \$13 and \$28, respectively	527	370
Other receivables, net of allowance for doubtful accounts of \$7 and \$1, respectively	124	106
Parts and supplies	239	223
Other assets	340	6,209
Total current assets		
Property and equipment, net of accumulated depreciation and amortization of \$20,095 and \$18,557, respectively	14,148	12,893
Goodwill	8,994	6,532
Other intangible assets, net	1,024	521
Restricted trust and escrow accounts	347	313
Investments in unconsolidated entities	426	483
Other assets	866	792
Total assets	<u>\$ 29,345</u>	<u>\$ 27,743</u>
LIABILITIES AND EQUITY		
Current liabilities	\$ 1,112	\$ 1,065
Accounts payable	1,342	1,327
Accrued liabilities	529	534
Deferred revenues	55	218
Current portion of long-term debt	3,554	3,144
Total current liabilities	13,259	13,280
Long-term debt, less current portion	1,806	1,407
Deferred income taxes	2,222	1,930
Landfill and environmental remediation liabilities	1,051	912
Other liabilities	21,891	20,673
Total liabilities		
Commitments and contingencies		
Equity		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value, 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,129	5,049
Retained earnings	11,159	10,592
Accumulated other comprehensive income (loss)	39	(8)
Treasury stock at cost, 207,480,827 and 205,956,366 shares, respectively	(8,881)	(8,571)
Total Waste Management, Inc. stockholders' equity	7,452	7,068
Noncontrolling interests	7,454	7,070
Total equity	<u>7,454</u>	<u>7,070</u>
Total liabilities and equity	<u>\$ 29,345</u>	<u>\$ 27,743</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2020	2019	2018
Operating revenues	\$ 15,218	\$ 15,455	\$ 14,914
Costs and expenses:			
Operating	9,341	9,496	9,249
Selling, general and administrative	1,728	1,631	1,453
Depreciation and amortization	1,671	1,574	1,477
Restructuring	9	6	4
(Gain) loss from divestitures, asset impairments and unusual items, net	35	42	(58)
	<u>12,784</u>	<u>12,749</u>	<u>12,125</u>
Income from operations	<u>2,434</u>	<u>2,706</u>	<u>2,789</u>
Other income (expense):			
Interest expense, net	(425)	(411)	(374)
Loss on early extinguishment of debt, net	(53)	(85)	--
Equity in net losses of unconsolidated entities	(68)	(55)	(41)
Other, net	5	(50)	2
	<u>(541)</u>	<u>(601)</u>	<u>(413)</u>
Income before income taxes	<u>1,893</u>	<u>2,105</u>	<u>2,376</u>
Income tax expense	<u>397</u>	<u>434</u>	<u>453</u>
Consolidated net income	<u>1,496</u>	<u>1,671</u>	<u>1,923</u>
Less: Net income (loss) attributable to noncontrolling interests	--	1	(2)
Net income attributable to Waste Management, Inc.	<u>\$ 1,496</u>	<u>\$ 1,670</u>	<u>\$ 1,925</u>
Basic earnings per common share	<u>\$ 3.54</u>	<u>\$ 3.93</u>	<u>\$ 4.49</u>
Diluted earnings per common share	<u>\$ 3.52</u>	<u>\$ 3.91</u>	<u>\$ 4.45</u>

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2020	2019	2018
Consolidated net income	\$ 1,496	\$ 1,671	\$ 1,923
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	15	8	8
Available-for-sale securities, net	11	15	5
Foreign currency translation adjustments	20	55	(105)
Post-retirement benefit obligation, net	1	1	2
Other comprehensive income (loss), net of tax	<u>47</u>	<u>79</u>	<u>(90)</u>
Comprehensive income	<u>1,543</u>	<u>1,750</u>	<u>1,833</u>
Less: Comprehensive income (loss) attributable to noncontrolling interests	--	1	(2)
Comprehensive income attributable to Waste Management, Inc.	<u>\$ 1,543</u>	<u>\$ 1,749</u>	<u>\$ 1,835</u>

See Notes to Consolidated Financial Statements

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

	Year Ended December 31:		
	2020	2019	2018
Cash flows from operating activities:			
Consolidated net income	\$ 1,496	\$ 1,671	\$ 1,923
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation and amortization	1,671	1,574	1,477
Deferred income tax expense (benefit)	165	100	25
Interest accretion on landfill liabilities	103	98	95
Provision for bad debts	54	39	54
Equity-based compensation expense	94	86	89
Net gain on disposal of assets	(9)	(27)	(47)
(Gain) loss from divestitures, asset impairments and other, net	43	113	(58)
Equity in net losses of unconsolidated entities, net of dividends	60	55	41
Loss on early extinguishment of debt, net	53	85	
Change in operating assets and liabilities, net of effects of acquisitions and divestitures			
Receivables	(179)	(53)	(16)
Other current assets	10	(23)	(16)
Other assets	53	10	(14)
Accounts payable and accrued liabilities	(37)	243	203
Deferred revenues and other liabilities	(174)	(97)	(186)
Net cash provided by operating activities	3,403	3,874	3,570
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(4,085)	(521)	(460)
Capital expenditures	(1,632)	(1,818)	(1,694)
Proceeds from divestitures of businesses and other assets (net of cash divested)	885	49	208
Other, net	(15)	(86)	(223)
Net cash used in investing activities	(4,847)	(2,376)	(2,169)
Cash flows from financing activities:			
New borrowings	5,790	4,683	359
Debt repayments	(7,807)	(533)	(499)
Premiums paid on early extinguishment of debt	(30)	(84)	
Net commercial paper borrowings (repayments)	1,808	(1,001)	453
Common stock repurchase program	(402)	(248)	(1,604)
Cash dividends	(927)	(876)	(802)
Exercise of common stock options	53	67	52
Tax payments associated with equity-based compensation transactions	(34)	(33)	(29)
Other, net	(20)	(11)	(38)
Net cash (used in) provided by financing activities	(1,559)	1,964	(1,508)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	4	2	(3)
(Decrease) increase in cash, cash equivalents and restricted cash and cash equivalents	(2,999)	3,464	(110)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	3,647	183	293
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 648	\$ 3,647	\$ 183
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 553	\$ 3,561	\$ 61
Restricted cash and cash equivalents included in other current assets	28	15	49
Restricted cash and cash equivalents included in restricted trust and escrow accounts	67	71	73
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 648	\$ 3,647	\$ 183

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
		Common Stock		Additional	Retained	Accumulated	Treasury Stock		Noncontrolling
	Total	Shares	Amounts	Paid-In Capital	Earnings	Other Comprehensive Income (Loss)	Shares	Amounts	Interests
Balance, December 31, 2017	\$ 5,042	630,282	\$ 6	\$ 4,933	\$ 8,588	\$ —	(196,964)	\$ (7,516)	\$ 23
Adoption of new accounting standards	40	—	—	—	45	(5)	—	—	—
Consolidated net income	1,923	—	—	—	1,925	—	—	—	21
Other comprehensive income (loss), net of tax	(98)	—	—	—	—	(90)	—	—	—
Cash dividends declared of \$1.86 per common share	(902)	—	—	—	(802)	—	—	—	—
Equity-based compensation transactions, net of tax	151	—	—	60	1	—	2,345	90	—
Common stock repurchase program	(1,008)	—	—	—	—	—	(11,671)	(1,008)	—
Divestiture of noncontrolling interest	(19)	—	—	—	—	—	—	—	(19)
Other, net	(1)	—	—	—	—	—	(7)	—	(1)
Balance, December 31, 2018	\$ 6,275	630,282	\$ 6	\$ 4,993	\$ 9,797	\$ (87)	(206,209)	\$ (8,434)	\$ 23
Consolidated net income	1,671	—	—	—	1,670	—	—	—	1
Other comprehensive income (loss), net of tax	79	—	—	—	—	79	—	—	—
Cash dividends declared of \$2.05 per common share	(876)	—	—	—	(876)	—	—	—	—
Equity-based compensation transactions, net	164	—	—	56	1	—	2,585	197	—
Common stock repurchase program	(244)	—	—	—	—	—	(2,217)	(244)	—
Other, net	—	—	—	—	—	—	—	—	—
Balance, December 31, 2019	\$ 7,079	630,282	\$ 6	\$ 5,049	\$ 10,592	\$ (8)	(205,856)	\$ (8,571)	\$ 24
Adoption of new accounting standards	(2)	—	—	—	(2)	—	—	—	—
Consolidated net income	196	—	—	—	1,496	—	—	—	—
Other comprehensive income (loss), net of tax	47	—	—	—	—	47	—	—	—
Cash dividends declared of \$2.18 per common share	(927)	—	—	—	(927)	—	—	—	—
Equity-based compensation transactions, net	172	—	—	80	1	—	2,158	91	—
Common stock repurchase program	(403)	—	—	—	(1)	—	(3,687)	(403)	—
Other, net	—	—	—	—	11	—	4	1	—
Balance, December 31, 2020	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481)	\$ (8,881)	\$ 24

See Notes to Consolidated Financial Statements.

b. Scope of Service

Chestnut Ridge Landfill

Chestnut Ridge Landfill is a permitted municipal solid waste landfill that opened in 1981. The facility is permitted by the Tennessee Department of Environment and Conservation. The facility currently accepts Municipal Solid Waste, Construction and Demolition Debris, Municipal and Industrial Sewage Sludge, Contaminated Soils, and Asbestos, and can accept waste throughout Tennessee, Virginia, and North Carolina.

Chestnut Ridge Landfill
140 Eleanor Mill Rd. Heiskell, TN 37754

Phone: (423) 574-1900

Hours:

Monday-Friday: 5:30am to 4:30pm

Saturday: 6am - 11am

Sunday: Closed

Observed Holidays:

Thanksgiving Day, Christmas Day

Acceptable waste can be brought via walking floor trailers, tippers, dump trucks. Frameless trucks are not permitted.

Offloading assistance is not provided. This location does not accept hazardous waste. Chestnut Landfill has an estimated landfill capacity of 84 years of airspace remaining.

Upon award, Waste Management will continue to work with Anderson County to have all necessary equipment in place to transport refuse to the disposal site, and provide all services incidental to transportation and disposal services in strict accordance with the terms and provisions of this Contract. As the incumbent, we do understand all the requirements needed and commit to this performance.

Equipment

WM operates Chestnut Ridge with a variety of heavy equipment including, bulldozers (2), trash compactors (1), motor graders (1), excavators (3) and articulated dump trucks (2). Given the proximity of WM Eco-Safe LP in Kingsport, TN, and IGEO in Johnson City, TN, WM utilizes the equipment inventory across all three operating locations. Additional equipment can be shifted between sites, and in addition local equipment companies and contractors offer equipment on an as needed basis.

List size and type of truck scales used and state how often they are calibrated. Provide details of the facility leachate and gas management systems, to include data on the total amount of MSW taken in and processed per year.

Chestnut Ridge has two 120,000 lb. scale quarterly calibration completed.

Leachate system: Has seven regulatory sumps that extracts liquid from the cells, pumping it to a set of tanks. Once in the tanks it is then loaded out into tanker truck headed to the treatment facility.

Gas: 220 wells that extracts methane gas powering five cat engines which provides power back to KUB powering 7,500 homes.

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Describe the transportation leachate management system:

All of our leachate is hauled by MB and Highway Environment to either Morristown or KUB treatment facilities.

Assure the County of the facility's ability to handle special waste (i.e., euthanized dead animals.)

WM Chestnut Ridge has provided disposal services for Anderson County for over twenty years and can accept approved special waste at the site

Describe measures taken to reduce the amount of debris in the path of the trucks upon entry and exit, thus reducing damage to truck tires and reducing the amount of debris expelled from trucks when returning to County facilities.

Chestnut Ridge covers waste daily with soil and uses Rock for truck pads and roads, to ensure that we are giving our customer a safe and assessable place to dispose waste

Emergency Closure Contingency Plan. Describe/include proposer's contingency plan for continued acceptance of MSW from the County should the proposer's site experience an emergency closure.

WM would work with the County to insure additional capacity via load and haul from Chestnut Ridge or access existing transfer station within the Knoxville MSA.

References: Dickinson County, Tennessee

As trusted environmental solutions partner for communities throughout Tennessee, we understand our customers, their needs, and their requirements better than any other company. Listed below are a couple names and locations of customers served by Waste Management Inc of Tennessee. The Anderson County Government has permission to contact these references.

Customer	Dickson County – Transportation and Disposal of Class I Solid Waste Disposal Site – West Camden Landfill – since 1996
Contact	Jim Lunn
Address	100 Virgil Bellar Drive, Dickson, TN 37055
Phone	(615)-446-0019
Email	jlunn@dicksoncountyttn.gov

Customer	Maury County – Transportation and Disposal Class I Solid Waste Disposal Site – Cedar Ridge Landfill - 1995
Contact	Doug Giles
Address	1233 Lawson White Drive, Columbia, TN 38401
Phone	(931) 375-6400
Email	dgiles@maurycountytn.gov

Customer	Hickman County – Transportation and Disposal of Class I Solid Waste Disposal Site -West Camden Landfill – Since 1995
Contact	Marty Turbeville
Address	2220 Skyview Drive, Centerville, TN 37033
Phone	(931) 729-2136
Email	mturbeville@hickmanco.com

Waste Management – Who We Are and What We Do

When most of us think about Waste Management, we often think of our drivers, our big green trucks, and our waste and recycling bins. That is a big part of who we are, but we are much more than that. As society's concept of how to most effectively manage waste is evolving, Waste Management understands this and is ready to help the Anderson County find innovative solutions to reduce your waste and environmental impact.

Waste Management is the leading provider of comprehensive waste management services in North America. Through its subsidiaries, the company provides collection, transfer, recycling and resource recovery, and disposal services. It is also a leading developer, operator, and owner of landfill gas-to-energy facilities in the United States. Our mission is to maximize resource value while minimizing environmental impact to improve economic and environmental sustainability for our stakeholders, including our municipal partners, residential, and commercial customers.

An important part of our strategy is developing new waste solutions that can help our customers achieve their goals, including zero waste. Often that means developing and implementing customized service offerings for our diverse group of customers, including municipalities, schools, healthcare facilities, commercial buildings, construction sites, our National Account customers, and many more. Because of our diverse customer experience, we know what works, and we make implementing recycling and waste reduction programs easy for our customers.

From reliable residential and commercial collection to our impressive recycling centers to our environmentally sound landfills and transfer stations, we are dedicated to providing Anderson County excellent customer service and waste solutions that are right for you.

Financial Strength and Regulatory Compliance

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Tennessee does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2020 was \$15.22 billion, and Waste Management has an asset base of \$29.35 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services. Full financial results are available on our website at investors.wm.com.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.

Waste Management's financial strength, as summarized above, gives Anderson County assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by Waste Management using cash flow from existing operations - freeing our new trucks, parts, containers, and facility investments from the timelines and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including Anderson County, and we are committed to maintaining that strength.

ACORD

58(202)

NOTE: If the certificate holder is an ADDITIONAL INSURED, the preferred claim should be ADDITIONAL INSURED provided as to insurance SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement to this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

[illegible]

RECEIVED	INDUSTRIAL DEVELOPMENT CO OF NEW JERSEY	11/1/79
RECEIVED	AT T. ARNOLD'S INDUSTRIAL COMPANY	10/6/79
RECEIVED	AT T. FINE UNDERWEAR COMPANY	10/1/79
RECEIVED	AS B. PROCTOR AND SONS LIMITED COMPANY	10/2/79
RECEIVED		
RECEIVED		

~~REVENUE NUMBER XXXXX~~
~~FOR MAINTENANCE FOR THE PROJECT~~

INSURANCE AND CREDIT LINES		TYPE OF INSURANCE	POLICY NUMBER	1/1/2021	12/31/2024	COVERAGE
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	HEH123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE LIMIT \$ 5,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ 5,000,000 EXCESS AGGREGATE \$ 5,000,000 PRODUCTS/COMPLETION \$ 5,000,000
B	<input checked="" type="checkbox"/> PROPERTY DAMAGE	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	MMT123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ XXXXXXXX MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX PRODUCTS/COMPLETION \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	XYZ123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE LIMIT \$ 15,000,000 EXCESS AGGREGATE \$ XXXXXXXX
D	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	ABC123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
E	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	DEF123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
F	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	GHI123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
G	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	JKL123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
H	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	MNO123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
I	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	PQR123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
J	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	STU123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
K	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	VWX123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
L	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	YZA123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
M	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	BCD123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
N	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	EFG123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
O	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	HIJ123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
P	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	KLM123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
Q	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	NOP123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
R	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	QRS123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
S	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL	TUV123456789	1/1/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MEDICAL FEES \$ XXXXXXXX REMOVAL AND REPAIR \$ XXXXXXXX EXCESS AGGREGATE \$ XXXXXXXX
T	<input checked="" type="checkbox"/> INSURANCE CREDIT LINES	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL				

ASSIGNMENT OF EMPLOYMENT, LOCATION, POSITION, VEHICLE, INSURANCE, AND ADDITIONAL RESPONSIBILITIES, may be obtained 4 days before departure.

CANCELLATION

2.2.2.2. Significant Findings

Q - Kelly

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State of Tennessee
Department of Environment
and Conservation
Division of Solid Waste Management

Solid Waste Management Program
401 Church Street
5th Floor L & C Tower
Nashville, Tennessee 37243-1535
615-532-0780

REGISTRATION AUTHORIZING SOLID WASTE
DISPOSAL ACTIVITIES IN
TENNESSEE


Registration Number: SNL 01-0160

Date Issued: November 29, 2000

Issued to: Waste Management of Tennessee, Inc.

Activities Authorized: Construction, operation, closure and post closure monitoring and maintenance of a Class I landfill

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 88-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.


Mike Apple, Director
Division of Solid Waste Management

JMA/DBM/mjs PER1

Registration Number SNL 01-0160

PERMIT TERMS AND CONDITIONS

1. Recertification by Permittee for Facilities Whose Initial Operation is Delayed - If the facility does not initiate construction and/or operation within one year of the date of this permit, the permittee must recertify the application in accordance with Rule 1200-1-7-.02(2)(e).
2. Duty to Comply - The permittee must comply with all conditions of this permit, unless otherwise authorized by the Department. Any permit noncompliance, except as otherwise authorized by the Department, constitutes a violation of the Act and is grounds for enforcement action, or for permit termination, revocation and reissuance, or modification.
3. Need to Halt or Reduce Activity Not a Defense - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
4. Duty to Mitigate - In the event of noncompliance with the permit, the permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent adverse impacts on human health or the environment.
5. Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.
6. Permit Actions - This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any existing permit condition.
7. Property Rights - This permit does not convey any property rights of any sort, or any exclusive privilege.
8. Duty to Provide Information - The permittee shall furnish to the Commissioner, within a reasonable time, any relevant information which the Commissioner may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Commissioner, upon request, copies required to be kept by this permit.
9. Inspection and Entry - The permittee shall allow the Commissioner, or an authorized representative, to:

Registration Number SNL 01-0160

- (i) Enter at any reasonable time the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (ii) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (iii) Inspect at any reasonable time any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit (Note: If requested by the permittee at the time of sampling, the Commissioner shall split with the permittee any samples taken.);
- (iv) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Act any substances or parameters at any location; and
- (v) Make photographs for the purpose of documenting items of compliance or noncompliance at waste management units, or where appropriate to protect legitimate proprietary interests, require the permittee to make such photos for the Commissioner.

2. Monitoring and Records

- (i) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (ii) The permittee shall retain records of all required monitoring information. The permittee shall maintain records for all ground-water monitoring wells and associated ground-water surface elevations, for the active life of the facility, and for the post-closure care period as well. This period may be extended by request of the Commissioner at any time.
- (iii) Records of monitoring information shall include:
 - (I) The date, exact place, and time of sampling or measurements;
 - (II) The individual(s) who performed the sampling or measurements;
 - (III) The date(s) analyses were performed;
 - (IV) The individual(s) who performed the analyses;
 - (V) The analytical techniques or methods used (including equipment used); and
 - (VI) The results of such analyses.

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11. Reporting Requirements

- (i) The permittee shall give notice to the Commissioner as soon as possible of any planned physical alterations or additions to the permitted facility.
- (ii) Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- (iii) The permittee shall report orally within 24 hours from the time the permittee becomes aware of the circumstances of any release, discharge, fire, or explosion from the permitted solid waste facility which could threaten the environment or human health outside the facility. Such report shall be made to the Tennessee Emergency Management Agency, using 24-hour toll-free number 1-800-262-3300.
- (iv) Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Commissioner, it shall promptly submit such facts or information.

12. Periodic Survey

- (i) Within 60 days of his receipt of the written request of the Commissioner to do so, the permittee shall cause to be conducted a survey of active and/or closed portions of his facility in order to determine if operations (e.g., cut and fill boundaries, grades) are being conducted in accordance with the approved design and operational plans. The permittee must report the results of such survey to the Commissioner within 60 days of his receipt of the Commissioner's request.
- (ii) The Commissioner may request such a survey:
 - (I) If he has reason to believe that operations are being conducted in a manner that significantly deviates from the approved plans; and/or
 - (II) As a periodic verification (but no more than annually) that operations are being conducted in accordance with the approved plans.
- (iii) Any survey performed pursuant to this part must be performed by a qualified land surveyor duly authorized under Tennessee law to conduct such activities.

13. Duration of Permits - This permit shall be effective for the operating life of the facility.

14. Effect of Permit - The issuance of this permit does not authorize the permittee to injure persons or property or to invade other private rights, or to violate any local law or regulations.

15. Transfer, Modification, Revocation and Reissuance, and Termination of Permits - This permit may be transferred, modified, revoked or reissued, or terminated as set forth in 1200-1-7-.02(5)3(b).

Registration Number SNL 01-0160

16. Applicable Standards - All applicable facility standards of Rule Chapter 1200-1-7, Solid Waste Processing and Disposal Amendments shall be considered conditions of this registration.
17. Penalties - Any violation of the conditions or other terms of this registration may subject the registrant to the penalties set forth in Tennessee Code Annotated Section 68-211-114 and 68-211-117.
18. Hazardous Waste Restriction - No hazardous waste, as regulated by the Tennessee Hazardous Waste Management Act (TCA Section 68-212-101, et seq.), and the Rules adopted pursuant to that Act, shall be accepted at this facility.
19. Construction and Operation - The permittee shall construct and operate the facility in accordance with the approved engineering plans and operations manual which becomes a condition of this permit in Attachment I.
20. Financial Assurance - Prior to beginning operation, the permittee must file a Financial Assurance Instrument in accordance with Rule 1200-1-7-.03(1).
21. Special Waste - Except as specifically provided for in the Facility-Specific Conditions of this permit, the permittee may not accept for disposal any special waste unless approved to do so in writing by this Department.
22. Automobile Batteries - This facility is specifically prohibited from accepting automobile batteries for disposal.

PER2

Registration Number SNL 01-0160

VARIANCES AND WAIVERS

The following variances or waivers from standards or requirements in Rule 1200-1-7, Solid Waste Processing and Disposal Amendments, are hereby granted in accordance with Rule 1200-1-7-.01(5):

No variances or waivers of normal regulatory requirements have been requested or deemed necessary for this facility.

Registration Number SNL 01-0160

FACILITY-SPECIFIC PERMIT CONDITIONS

The following conditions of this permit are established pursuant to Rule 1200-1-7-.02(4)(b):

1. If any rock outcrops are discovered in new excavation areas, such discoveries shall be reported to a geologist with the Division of Solid Waste Management before proceeding further. The rock shall be either removed to a depth of at least five (5) feet below the approved base grade contour, or it shall be covered with at least five (5) feet of clay soil in accordance with the construction quality assurance plan. The Division geologist shall also examine all finished base grades before waste is placed in any newly developed area.
2. Before any solid waste is placed in any newly-developed phase or module, the Division of Solid Waste Management shall have inspected and accepted the liner and leachate collection system components; and reviewed and accepted the construction quality assurance report for construction of the liner and leachate collection system for that fill area.

C:permits/01-0160 SNL Expansion

E MAP

Facility showing future area, closed area and current cell.

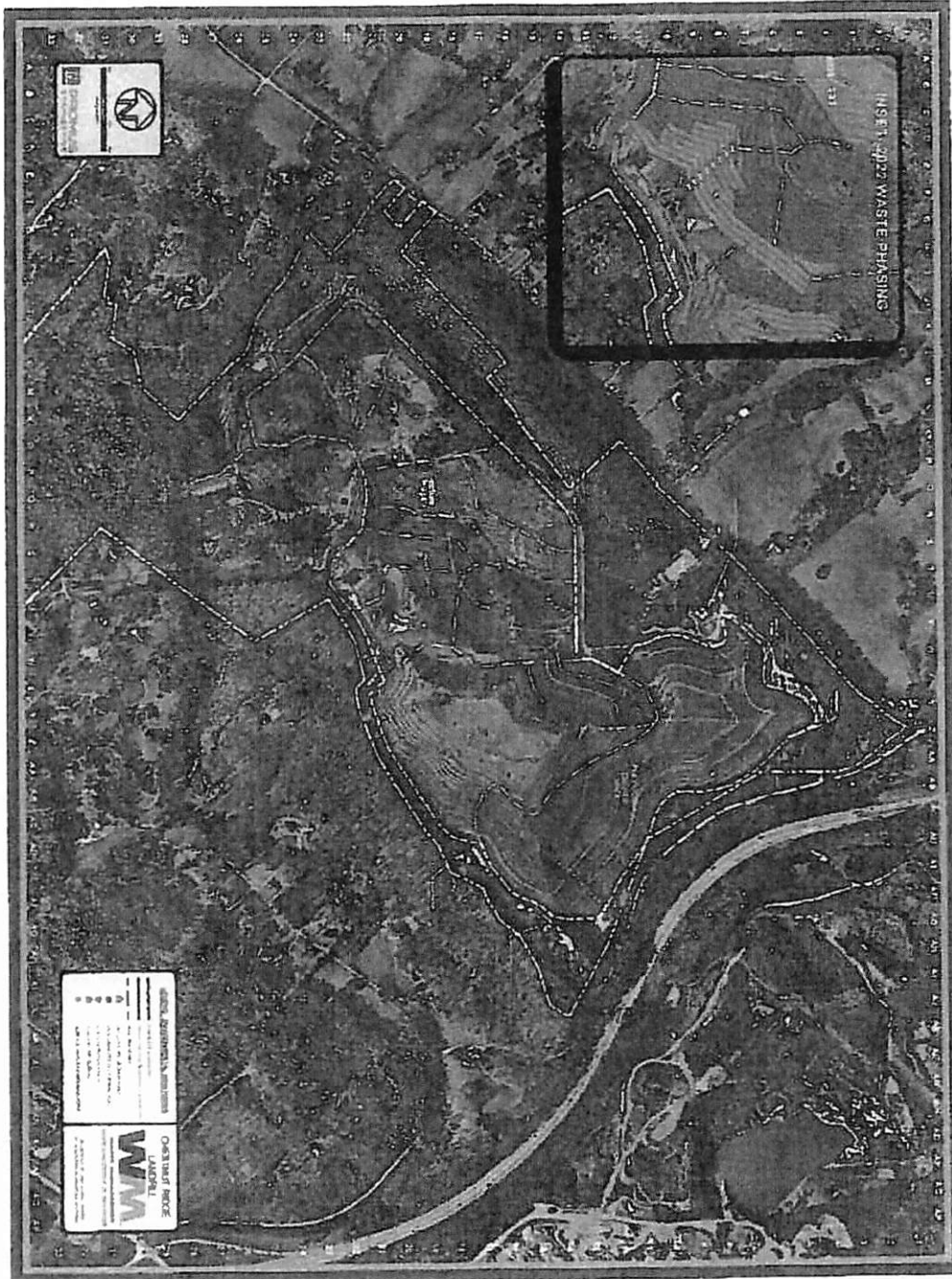


Exhibit C

**Waste Management, Inc. of Tennessee's ("WM" or "Contractor") Exceptions in Response to
Anderson County, Tennessee's (the "County") Request for Proposal for Municipal Solid Waste
Disposal Services, RFP #2319 ("RFP")
May 19, 2023**

WM's proposal is conditioned on the following exceptions submitted in response to the County's RFP:

1. These exceptions are part of WM's bid proposal package to the RFP and are intended to become part of the sample contract referenced in Attachment 6 (hereinafter the "Sample Contract") on pages 24 through 36 of the RFP and/or the final contract that is mutually negotiated between the parties.
2. WM wishes to clarify that as part of its bid proposal to this RFP, WM will no longer provide the Convenience Center operation to the County that was located at WM's Chestnut Ridge Landfill.
3. WM takes exception to the RFP concerning the County's anticipation of signing a 20-year contract with the successful bidder, as set forth in Questions No. 1 and 2 of Addendum #2, Section 1 (Statement of Intent) on page 2 of the RFP and under the heading "Term" on page 1 of the Sample Contract. WM will not agree to a 20-year term contract, but instead proposes an initial five-year term that is renewable up to three (3) 5-year extensions upon mutual consent of both parties for to a total of twenty years.
4. WM can agree to the termination provision set forth in Question No. 3 of Addendum #2 in principle. However, WM rejects the language in subsection (c) that states "and in the alternative, has the right, but not the obligation, to cure said event of default, at the vendor's expense." WM will not allow any customer to take corrective actions at its landfill.
5. WM wishes to clarify certain language under the heading "MSW and Special Waste/Tipping Fees" on page 3 of the RFP concerning the definition of Municipal Solid Waste Material (MSW). WM requires the definition of MSW shall also exclude Unacceptable Waste (as defined herein).
6. WM takes exception to the language in Section 2 (Scope of Work) on page 4 of the RFP stating the "proposed disposal site shall have to guarantee the capacity to accept the County's waste stream for a period of twenty years." WM rejects this provision, but is willing to guarantee the disposal site capacity for the length of a 5-year contract term, as set forth in WM's exception above concerning the term.
7. WM rejects the language in Section 2 (Scope of Work) on page 4 of the RFP stating the wait times for the County's vehicles at WM's disposal facility shall be thirty minutes or less. WM will make best efforts to provide safe and efficient access for the County's vehicles at the disposal facility, but cannot guarantee a thirty minute window due to factors outside of WM's control, such as weather, driver decisions, traffic, etc.
8. WM wishes to clarify the language in Section 2 (Scope of Work) on page 4 of the RFP concerning the operating hours of the disposal facility on Saturday. WM can agree to maintain operating hours of 6:00 a.m. to 11:00 a.m. on Saturdays at the disposal facility to allow deliveries from commercial vehicles.
9. WM rejects the language in Section 3 (Contract) on page 4 of the RFP that states "In the event of a discrepancy between the [Sample Contract], the RFP and the submitted proposal, the terms that provides the greater benefit to the County and/or imposes the greater obligation to the contractor will prevail. By submitting a proposal, the vendor agrees to all terms and conditions established in this RFP, including its contract requirements." WM will agree to an order of precedence whereby the negotiated final contract

shall control in the event of any conflict between the contract, RFP and WM's proposal. Moreover, WM cannot agree to accept all terms and conditions of the RFP and/or the Sample Contract on the basis of these exceptions set forth herein.

10. WM rejects all of the language in Section 3 (Contract) on page 5 of the RFP concerning the adjustments to the contract price based on the Revised Consumer Price Index for all Urban Consumers South Region, including the County's methodology and example calculations. WM requires the right to automatically increase its rates annually based on the Consumer Price Index for Water, Sewer, and Trash ("CPI") without any approval from the County during the term of the contract, including any renewal or extension terms. The CPI adjustment shall apply annually starting on the first anniversary date of the Contract. WM also objects to any annual price increase caps. The following is a representation of WM's proposed annual price escalation provision:

Annual Adjustments. The parties agree that beginning on XXX and on each XXXX thereafter, the Base Rates will be adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the twelve most recently published months compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2021 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water, Sewer, Trash	252.46	261.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then current rates for services, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

11. WM agrees to defend and indemnify the County against damages, claims, costs, and lawsuits to the extent arising out of WM's negligent acts or omissions and willful misconduct or the violation of any applicable law. WM takes exception to the indemnification language in the last unnumbered paragraph in Section 3 (Contract) on page 5 of the RFP, under the heading "Release" on page 1 of the Sample Contract and in Section 1.29 of the General Terms and Conditions on page 33 of RFP, which are overbroad and would make WM responsible for potential claims or damages it did not cause. WM reserves the right to negotiate mutually agreeable indemnification obligations.

12. WM has sufficient insurance to meet the County's insurance requirements under the heading "Insurance Requirements" on pages 5 through 7 of the RFP; however, WM takes exception to certain

language in the subsections on grounds that additional insured status is not allowed on WM's workers' compensation and employer's liability policies. WM also rejects the language under the subsection "Property Coverage" that states "During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the transfer station, equipment, and/or fixtures." WM also rejects all language under the subsection "Copies" because WM does not provide copies of its insurance policies nor will it be required to modify its policies at the direction of the County Attorney. Furthermore, WM rejects all language under the subsection "Other Insurance Provisions" concerning the required notice, but instead wishes to clarify that its policies provide 30-days' notice of cancellation or expiration but not changes in coverage, and 10-days' notice for cancellation due to premium non-payment.

13. WM wishes to clarify certain language in Attachment 4 Vendor Information Sheet concerning the representation of the Proposer with the submission of WM's bid proposal. WM requires modifications to the first sentence in Attachment 4 on page 16 of the RFP to state the Proposer "... hereby certifies full compliance with the [negotiated] terms and conditions, specifications and special provisions of the Request for Proposal Number 2319 ...". Similarly, WM wishes to clarify the last sentence on page 16 of the RFP concerning the required Proposal Security to state the Proposal Security will be forfeited to the County "... in case of failure on the part of the successful Proposer to enter into [a negotiated agreement] to do the work coverage by such proposal ...".

14. Regarding the language in under the heading "Default" on page 1 of the Sample Contract pertaining to the County's right to bring suit in the event of default by the Contractor, WM requires the County provide WM with written notice of the alleged default and to allow WM at least forty-five (45) calendar days to cure the default before the County proceeds with any suit against the Contractor. This is consistent with the County's revised termination provision in Amendment #2.

15. WM's response to the RFP, including its prices, are made on an "all or nothing" basis and require that WM be the exclusive provider of the disposal services included in the RFP. WM takes exception to contrary language in Section 1.10 - Multiple Bids/Awards in the General Terms and Conditions on page 31 of the RFP allowing the County to award the services to more than one bidder.

16. WM takes exception to language in the General Terms and Conditions on pages 30 through 34 of the RFP that only applies when a vendor is selling a good or product to the County. Under this RFP, the selected provider will not be selling or transferring title of any goods or products to the County, thus such language should not apply and WM requests deletion (e.g., Section 1.9 - Same As Or Equivalent To, Section 1.17 Delivery, Section 1.23 School Cafeteria Bids, Section 1.34 Quantities, Section 1.35 Unit Price).

17. WM requires the final contract between the parties to include language that accurately reflects the scope of services and rights and obligations agreed to by the parties, as well as, necessary definitions, including but not limited to, the following:

a. "Acceptable Waste" means Waste that may be legally received and accepted at the Disposal Facility. Acceptable Waste shall not include any Hazardous Waste as defined in the contract and by federal, state or local law or regulations, toxic wastes, Special Waste that has not been profiled and pre-approved in by WM in writing, or any other waste, which is not acceptable under federal, state or local law, regulations, or permit at the disposal facilities.

b. "Unacceptable Waste" means any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement.

(ii) can cause substantial damage to Contractor's equipment or facilities, (iii) presents a danger to the health or safety of the public or Contractor's employees, (iv) is or contains Hazardous Waste, industrial waste, liquid waste, Special Waste that has not been profiled and pre-approved by Contractor, untreated medical waste, dead animals weighing ten pounds (10 lbs.) or greater, (v) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vi) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources, (vii) is or contains batteries or fuels, (viii) is or contains motor oil or paint, (ix) is or contains televisions, (x) is or contains batteries, (xi) is or contains florescent light bulbs, (xii) is or contains white goods (household appliances), (xiii) is or contains treated/de-characterized wastes, (xiv) is or contains any waste tires, (xvi) is or contains sludge, and/or (xvii) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Unacceptable Waste shall remain with the generator all times. Contractor has no obligation to accept, transport, process or dispose of any Unacceptable Waste.

c. A force majeure clause providing that neither party shall be in default for its failure to perform or suspend performance, in whole or in part, due to events or threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, fires, floods, tornadoes, hurricanes, ice storms, acts of war or terrorism, riots, epidemics, pandemics, imposition of new or modified domestic or foreign laws, governmental orders, acts of God, and the inability to obtain labor, materials or equipment due to the foregoing circumstances. The affected party shall be excused from performance during the occurrence of such events.

d. Language providing that the disposal of waste, refuse, and debris resulting from storms, floods, fires, tornados, other acts of God, or uncontrollable circumstances ("Disaster Event") is excluded from this contract. Any such services, if mutually agreed to, will be provided under a separate contract. WM acknowledges that the County has the right to seek proposals from other providers for the disposal of waste and debris resulting from a "Disaster Event."

e. If the County fails to timely pay WM's invoices, WM should have the right to assess a late fee or late charge to the extent allowed by law. WM also has, upon providing written notice to the County, the right to suspend its services if payment is more than 60 days' past due.

f. WM is entitled to an additional increase in its rates at any time to offset changes in conditions that WM does not control, but which increase WM's costs, such as changes in or new governmental laws, ordinances, rules, regulations or the enforcement thereof and changes in any landfill or disposal fees, levies or surcharges. WM agrees to give the County thirty (30) days' written notice of such increase, and to provide documentation substantiating such increase.

18. WM's proposal is conditioned upon the parties' entry into a mutually acceptable final contract that incorporates these exceptions. WM requires the final contract language be mutually negotiated and agreed to by the County and WM. The Sample Contract proposed by the County is missing many of the necessary provisions for a waste services relationship. As such, WM is submitting with its bid response the attached draft disposal agreement, which also contains several provisions from the County's Sample Contract in hopes to expedite the negotiation process. WM looks forward to working with the County to reach mutually agreeable contract terms.

**Anderson County Government
Request for Proposals**

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

RFP No.: 2319

Date Issued: April 21, 2023

**Proposals will be received
until**

**2:30 p.m. Eastern Time on May 19,
2023**

Sealed solicitations are subject to the General Terms and Conditions and any
other data
attached or incorporated by reference. Responses will be received in the Anderson County Purchasing
Office until the date and time specified above, and at that time publicly opened and read aloud

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY
INFORMALITIES
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL
DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY


Robert J. Halbrook, Director of Finance

BID DESCRIPTION

Request for Municipal Solid Waste Services.

**Proposals must be submitted in a sealed envelope/box with the RFP #clearly
labeled.**

Questions are to be emailed to purchasing@andersoncountyttn.gov and
kajmeri@andersoncountyttn.gov

ANDERSON COUNTY
Request for Proposals #2319
Municipal Solid Waste (MSW) Disposal Services

1. Statement of Intent

Anderson County Government, hereinafter "The County", is requesting proposals from responsible vendors for the safe, efficient, and environmentally sound disposal of Municipal Solid Waste (MSW) and certain special wastes generated and collected within both the corporate city limits and the boundaries of the county at a disposal site meeting specified requirement. The County intends to enter into a twenty-year contract, starting July 1, 2023, with the successful proposer, dependent upon annual appropriations.

Vendor Registry will be the official repository of this RFP. All questions must be emailed to kajmeri@andersoncountyttn.gov and purchasing@andersoncountyttn.gov. All Q&A documents and any amendments will be posted on Vendor Registry. Late RFP responses will not be accepted.

Any submission of proposals may be withdrawn up until the date and time for opening of the proposals. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

2. Scope of Work

The County will collect or have collected MSW and certain special wastes generated and collected within the municipalities and the boundaries of Anderson County for disposal at a Class I sanitary landfill.

The County has three primary sources of MSW to be disposed of under this agreement:

Residential Collection - The municipalities of Oak Ridge, Clinton, Oliver Springs, Norris, and Rocky Top contract the weekly collection of household trash from approximately 20,000 households. The current contract holder for collection is Waste Connections of Tennessee.

Private Citizens - Anderson County residents drop off waste at Chestnut Ridge landfill, disposing of approximately 3,000 tons per year.

Convenience Centers - The County also contracts with Waste Connections of Tennessee, collecting approximately 16,000 tons of waste collected at six Convenience Centers, most of it collected in roll-off containers delivered by roll-off trucks and may have some incidental materials delivered by truck.

The County makes no guarantees regarding the future volumes or amount of solid waste tons as part of this disposal solicitation. Should the need arise, County reserves the right to purchase these services from other sources.

Below is annual tonnage information for all sources of MSW over the past three calendar years:

COUNTY WASTE STREAM HISTORY (IN TONS)

	MSW from Convenience Centers:	Residential Trucks	Private drop-off Landfill	Citizen at	Total MSW
2019	15933	13050	2869		31852
2020	17350	13359	3202		33911
2021	15638	14584	3019		33241

COUNTY	Dead Animal Waste*
2019	2
2020	2
2021	2

*NOTE: Approximately 1 ton of the dead animal waste is characterized as roadkill waste (MSW), and 1 ton is characterized as euthanized animal waste (Special Waste).

**NOTE: In addition to the quantities show in the table above, Anderson County and its municipalities currently divert approximately 2,800 tons of recyclable material per year from both the curbside recycling programs and the six County Convenience Centers and Recycling Facility. In addition, 2,100 tons of yard waste collected at residential curbsides are diverted into mulch. Furthermore, the County is always looking for opportunities to divert waste from the landfill. Future projects may include more curbside recycling, food waste collection and composting, or other waste diversion activities.

MSW and Special Waste Tipping Fees:

- Municipal Solid Waste Material (MSW)- defined as any and all "solid waste" as defined by the Tennessee Solid Waste Disposal Act which can be lawfully disposed of in a Class I landfill. MSW shall not include Special Waste, as defined below. The Tipping Fee shall be charged on a per ton basis for a vehicle disposing of MSW at the disposal site and shall not apply to disposal of Special Waste.
- Special Waste- defined as euthanized dead animals. This category shall have a tipping fee separate from MSW tipping fee. The County will apply for a Special Waste disposal application if needed.

Disposal Site Operation and Physical Requirements:

Vendor shall have a solid history of Class I, 40 CFR Part 258 Subtitle D of Resource Conservation and Recovery Act (RCRA) landfill operation and compliance with all applicable local, state, and federal laws and regulations.

The proposed disposal site shall have to guarantee the capacity to accept the County's waste stream for a period of twenty years.

The site shall be a lined facility, meeting or exceeding all Subtitle D regulations

Wait Times. Ideally, wait times should not exceed more than 30 minutes per trip. Wait times are calculated from the time vehicles first stop to wait in line to weigh on the scale until the vehicles depart from the property. County/Contracted vehicle AVL's will be reviewed periodically to ensure an earnest effort to keep wait times to a minimum

The proposed disposal site shall maintain sufficient operating hours to allow a Saturday delivery from each of the County's Convenience Centers. This will typically include deliveries in the late morning or early afternoon.

Title to Waste. Contractor shall acquire title to the MSW and acceptable Special Waste upon delivery and acceptance at the proposer's site. Title to and liability for Nonconforming Waste shall remain with the generator of such waste at all times.

Area near entrance to facility shall be maintained and kept clear of litter, dumping, rocks, debris or hazards that could cause damage County/Contractor personnel and County/Contractor owned/operated equipment. Roadways within the facility shall be maintained to minimize damage to tires. Contractor shall be responsible for all damages caused by Contractor negligence.

Disposal Site Location:

Anderson County will deliver or cause the delivery of all MSW if the proposed disposal facility is within a 15-mile radius of Anderson County. Contractors proposing a disposal facility greater than

15 miles from Anderson County must also provide a comprehensive transfer and transportation plan

The proposer must make the site available for inspection by the County or its authorized representative during normal business hours during the proposal review process, and, if selected, during the course of the contract.

3. Contract

The County's standard contract template is included as Attachment 6. The contract template shall form the front of the contract and the contents of the RFP and the vendor's response shall be incorporated as exhibits. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the County and/or impose the greater obligation to the contractor will prevail. By submitting a proposal, the vendor agrees to all terms and conditions established in this RFP, including its contract requirements.

Supplementary Contract Conditions

The County may terminate the contract at any time, with or without cause, by providing a 120-day written notice of termination to the Contractor.

*The Vendor will issue to the County a Performance Bond in the amount of one hundred percent

(100%) of the annual contract price, based upon the estimated annual billing, executed by Contractor, with a corporate surety licensed to transact business in the State of Tennessee and shall be in a form acceptable to the County. This bond shall be conditioned upon the performance of Contractor of all undertakings, covenants, terms, conditions, and agreements of this Agreement and upon the prompt payment by Contractor to all persons supplying labor and materials for this Agreement.

Licenses. Before a contract is signed by the City or County, the submitting entity, if selected, must provide the County Purchasing Department with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the County of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

The County shall pay to the Contractor Tipping Fees per ton as detailed on the "Unit Cost of Services Submission Form" for County Waste Material delivered to and disposed of in the Sanitary Landfill for the first year of the Agreement. After June 30, 2024 and each June 30 thereafter during the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers - South Region 1982-1984 = 100 - All Items" ("Index") for the most recent month published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (current Annual Index)	134.0
- CPI for previous period (prior year Annual Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year Annual Index (129.9) = 0.032 x 100 = 3.2% index change
 3.2% index change x current Tipping Fee = New Rate

The increase in the Tipping Fee may occur after Contractor has given the County written notice of such change and the Contract Manager approves the calculation. The Host fee paid to the County will follow the same annual CPI rate structure.

Insurance Requirements. The Contractor shall submit evidence of required insurance on an original certificate of insurance by fifteen (15) Days following the Contract Date. Failure to submit the required document(s) may result in the County rescinding the award.

The Contractor shall bear full responsibility for its work and every part thereof, all materials, tools, equipment, appliances, and property associated with the Service Agreement and its performance. The Contractor assumes all risk of and liability for direct and indirect damage or injury to the property or person used or employed on, or in connection with, the work contracted for and of all

omission, commission, or operation under the Service Agreement

The Contractor agrees to name the County as an additional insured on all policies identified below and shall always maintain the County as an additional insured throughout the term of the agreement. The following insurance shall be obtained, paid for, and maintained by the Contractor throughout the Term of the Service Agreement:

Comprehensive General Liability

\$2,000,000 per occurrence; \$2,000,000 products/completed operations; \$5,000,000 general aggregate.

Excess General Liability

"Follow form" coverage with limits of \$5,000,000, to include automobile liability and general liability

Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as "Symbol 1, any auto."

Workers' Compensation

Statutory coverage. Employer's Liability limits of \$1,000,000 for each accident, \$1,000,000 disease each employee, \$1,000,000 policy limit.

Property Coverage

Coverage is to be a minimum of \$11,000,000 per occurrence, \$22,000,000 aggregate covering the transfer station property (land), equipment, fixtures, and buildings from protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises) special extended perils ("all risk", as such term is used in the insurance industry). Contractor may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the transfer station, equipment, and/or fixtures. County will have no obligation to carry insurance on any Alterations or on Contractors Trade Fixtures or personal property.

Pollution Liability Environmental Impairment

Coverage is to be a minimum of \$5,000,000 per occurrence, \$10,000,000 aggregate. Coverage shall be on a "per project" basis unless specified otherwise. Policy to cover general environmental pollution liability, not limited to sudden accidental discharge and to include long-term environmental impact, applicable to bodily injury (including death) and property damage including loss of use of property that has not been physically injured or destroyed; clean-up costs, and defense and settlement of all claims in connection with any loss arising from the Facility. Coverage shall apply to sudden and accidental and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury and

property damage.

If the policy is a claims made form the retro date is to be the same as or prior to the Service Agreement effective date. All Policies must be maintained for at least 5 years after the completion of the Contract.

The policy shall contain an endorsement fully waiving any contractual liability exclusion contained in the policy without limitation or restriction. The policy may not contain a limitation of any kind that would limit any recovery thereunder to the amount of the Service Agreement or any component thereof. The policy shall not limit or restrict in any manner coverage for the warranties, guarantees, and performance standards contained in the Service Agreement.

Deductibles/SIRs

Self-insured retentions and deductibles affecting required insurance must be acceptable to the County Attorney. The Proposer must identify any self-insurance coverage and include:
Names and addresses of any third-party plan administrators

- A written reserve policy that outlines reserve targets; and
 - A listing of the excess coverage, specifying the insurance company, the policy or contract number and the limits of liability and the retention amount.
- Annual reports containing the elements specified above must be submitted to the County.

Coverage obtained through insurance pools or risk retention groups must also be acceptable to the County Attorney.

Copies

The County Attorney is entitled, upon request and without expense, to receive certified copies of all required insurance policies and/or endorsements and to make reasonable requests for coverage modifications.

Other Insurance Provisions

The County, its officials, and employees shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. The County shall be named as loss payee on any property loss insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a Person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) Days' prior written notice has been provided to the County and the County Attorney.

The insurer shall agree to waive all rights of subrogation against the County, its officials, and employees for losses arising from the activities under the Service Agreement.

Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Anderson County Law Director
Mr. Jay Yeager
101 South Main Street, Suite 310
Clinton, TN 37716-3624
865-457-6290
JYeager@aclawdirector.com

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the County to declare the Service Agreement void if the Contractor does not remedy the breach within ten (10) Days after receipt of notice of breach from the County.

4. Proposal Requirements

Proposals must be submitted in the format listed in this section. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. An evaluation team, composed of representatives of the County, will evaluate the proposals. The evaluation points assigned to each section are indicated in parentheses.

Vendors must submit one original and five hard copy responses and an electronic copy on a flash drive.

1 – Experience (15 Points)

Proposals shall demonstrate vendor's site has the capacity to handle Anderson County's waste stream for the term of the contract (20 years from date of contract). Proposals shall include:

a. Disposal Management Experience

Furnish satisfactory evidence to the County that proposer has necessary disposal management experience by having been continuously engaged in the business of operating a permitted Class 1 MSW disposal facility for at least the preceding three (3) years. If proposer is required to provide transportation services, similar evidence is required for the transportation of MSW.

b. Client Satisfaction Documentation

Provide the contact names, email addresses, and telephone numbers of at least three municipal or county government customer(s) including Anderson County.

Provide a letter of support from the municipality if the facility is outside Anderson County.

c. Detailed Historical Background of the Facility (including but not limited to)

1. Annual volume of waste accepted (10-year history)
2. How the long facility has been in operation
3. Facility's history of ownership since opening
4. Current and proposed hours of operation and the ability of the company to provide additional service hours during times of need or emergency
5. List of any litigation in past five years

2- Technical Approach (15 Points)

Proposer must describe the operation of the disposal facility including, but not limited to, the following:

- Location of site or facility where MSW will be delivered
- Size of facility (site map showing current, future, and closed cells)
- List of all applicable state/federal/local permits needed for the operation of the facility
Contractor shall include copies of all permits and note any restrictions therein.
- List of all equipment utilized in operations including any leased equipment. Make and model of equipment and approximate age/hours.
- List number, types, years with the company, names, and experience of staff including support services such as consulting engineers. Include resume for key staff including the landfill manager.
- List hours of operation including any holidays facility is closed
- List size and type of truck scales used and state how often they are calibrated Provide details of the facility leachate and gas management systems, to include data on the total amount of MSW taken in and processed per year.
- Describe the transportation leachate management system
- Assure the County of the facility's ability to handle special waste (i.e., euthanized dead animals)
- The use of any environmentally sustainable best practices.
- Describe measures taken to reduce the amount of debris in the path of the trucks upon entry and exit, thus reducing damage to truck tires and reducing the amount of debris expelled from trucks when returning to County facilities.
- Emergency Closure Contingency Plan. Describe include proposer's contingency plan for continued acceptance of MSW from the County should the proposer's site experience an emergency closure.

Additional Services

The proposer may submit a description of any additional services or products not previously described that may be of benefit to the County including any environmental sustainability programs and/or plans for the site including but not limited to (i) programs designed to divert recyclable or re-usable material; (ii) other alternative fuel or sustainability options.

3- Financial Stability (10 Points)

The proposer must provide adequate information to assure that it possesses the financial resources and stability to fulfill its obligations for the contract term. This documentation should include, but is not limited to, the following:

- a. Latest financial report
- b. Audited financial statements for past three (3) years c.

Statements answering the following questions:

- Has your organization ever failed to complete any work awarded? If so, where and why?
- Has any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation

of any state or local statute or regulation? If so, give name of individual and reason thereof.

- Has your firm, or any officer or partner of your organization, or person listed in previous sections, ever been barred from bidding on contracts in this or any other state under any state or federal law? If yes, explain.
- d. Provide the company's bond rating
- e. Certificate of Insurance (see coverage requirements above)

4 - Cost Proposal (60 Points)

The proposer shall provide a unit cost for services provided (cost per ton); tipping fees shall be submitted for MSW and euthanized dead animals (see Unit Cost of Services Submission Form). Proposer shall outline an alternate payment method to be used in the event that the facility truck scales are not operating. Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

In addition, should the proposer be willing to be considered as a secondary Emergency Limited Use facility. ONLY to be used should the primary winning proposer's facility be unavailable due to an emergency, please include pricing for an Emergency Limited Use Facility, (i.e., debris from natural disasters such as tornadoes, etc.) Note that there is no guarantee of use for this Emergency Limited Use Facility contract.

5 - Additional Required Forms (no points)

- Attachment 2, Non-Collusion Affidavit
- Attachment 3, Diversity Business Information Sheet (If applicable)
- Attachment 4, Vendor Information Sheet
- Attachment 5, Certificate of Liability Form
- Attachment 6, Draft Disposal Contract
- Attachment 7A-B, Conflict of Interest Forms

Attachment I
Cost Proposal

Use Cost Proposal for Services Submission Form

RFP: Municipal Solid Waste (MSW) Disposal Services

Primary Use Facility Contract Pricing

Municipal Solid Waste (MSW) \$ 850.00 /ton

Enhanced Dead Animals \$ 4500.00 /ton

Emergency Limited Use Facility Pricing:

Municipal Solid Waste (MSW) \$ Facility Gate Rate at time of use

Enhanced Dead Animals: \$ Facility Gate Rate at time of use

Vendor Name: Waste Management Inc. of Tennessee

**Attachment 2
Non-Collusion Affidavit**

AFFIDAVIT re NON-COLLUSION

CITY OF Williamson

VS

STATE OF Tennessee

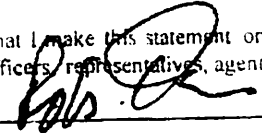
Rob Owen [state name of affiant signing below], being first duly sworn, deposes and says that:

The name of the proposing company or individual is [state name of company]

Waste Management Inc of Tennessee

The proposal for the solicitation identified above is genuine and not collusive or a sham. The Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or Person, to put in a sham proposal or to refrain from making an offer. The Proposer has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any Person to fix the proposal price of Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the County or any other Proposer or to secure any advantage against the County or any Person interested in the proposed Agreement. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

That I make this statement on behalf of myself as a representative of the Proposer, and on behalf of the Proposer's officers, representatives, agents, subproposers, and employees.



Signature of one of the following:

Proposer, if the Proposer is an individual

Partner, if the Proposer is a partnership:

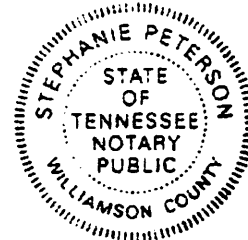
Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

this 12th day of May, 20 23

NOTARY PUBLIC

My commission expires My Commission Expires
November 1, 2025



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is

- o Black (a person having origins in any of the black racial groups of Africa),
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race),
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America)

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business

A continuing, independent, for-profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate" as used in the above clause means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business

A continuing, independent, for-profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate" as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 3

**DIVERSITY BUSINESS INFORMATION ANDERSON
COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 - DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Waste Management Inc of Tennessee

Type of Company: (Check One)

(☒) Corporation () Partnership () Limited Liability () Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? YES NOX If yes check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native _____ %
- African American _____ %
- Hispanic _____ %
- Asian/Pacific Islander _____ %
- Other _____ % (please indicate)

PLEASE NAME THE ENTITY OF CERTIFICATION _____

PLEASE PROVIDE COPY OF CERTIFICATION LETTER OR CERTIFICATE

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: [Signature] OFFICER OF THE COMPANY Waste Management Inc of Tennessee
NAME: Rob Owen TITLE: Public Sector Solutions Area Manager

NOTARY ACKNOWLEDGEMENT

STATE OF TennesseeCOUNTY OF WilliamsonON 12th May 2023, BEFORE ME, _____

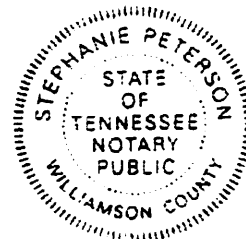
PERSONALLY APPEARED Rob Owen, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY [Signature]PRINTED FULL NAME OF NOTARY: Stephanie Peterson

MY COMMISSION EXPIRES:

My Commission Expires
November 1, 2026



Attachment 4
Vendor Information Sheet

TO

The undersigned, as Proposer, by his/her signature, represents that he/she is authorized to bind the Proposer for the amount(s) shown on the accompanying cost and compensation forms and hereby certifies full compliance with the terms and conditions, specifications and special provisions of the Request for Proposals Number 2319 and hereby declares that this proposal is made in good faith without fraud or collusion with any person or persons proposing on the same Agreement; that Proposer has carefully read and examined the entire document including all Appendices and understands all the same and that the Proposer or representative has made such personal investigation as is necessary to determine the character and requirements attending the execution of the proposed services as described in RFP 2319.

The Proposer acknowledges that Proposer has not received or relied upon any representations or warranties of any nature whatsoever from the County, the County, its agents or employees, as to any conditions to be encountered in accomplishing the work specified in RFP 2319 and that this proposal is based solely upon the Proposer's own independent business judgment.

The Proposer recognizes that Proposer will not be entitled to any additional compensation by reason of conditions being different from those anticipated, or by reason of failing to be fully acquainted with facilities, design, permits, construction, plans and specifications, and the conditions and the work now in place or on account of interference by the County activities or by any other activities which affect the proposed work.

The undersigned hereby proposes and agrees that if this proposal is accepted for award of an Agreement, Proposer will contract with the County to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, supplies and other means for performing, and do all the work required to perform, the services herein specified in complete conformity with RFP for the unit prices and for the calendar periods listed in this Proposal.

The undersigned also agrees that if the County shall select the foregoing proposal, Proposer will meet with the County within such time as the County shall designate to negotiate the final points of the Disposal Agreement and within thirty (30) Days (Sundays and legal holidays excepted) after receiving notice of such selection, use best efforts to complete negotiation on outstanding issues, if any, so as to enter into the form of Agreement attached to RFP 2319, for performing the services proposed herein, at the prices and for the time stated in this proposal and that Proposer will furnish the County satisfactory financial security and certificates of insurance for coverage as stated in RFP 2319.

The undersigned agrees, and attaches hereto, Proposal Security in the amount of \$10,000 (Certified Check, Irrevocable, Direct Pay Letter of Credit, or Proposal Bond), to be forfeited to the Solid Waste Management Division in case of failure on the part of the successful Proposer to enter into the attached form of Agreement to do the work covered by such proposal at the pricing and within

the time as stated after having been selected for negotiations, and or in the case of failure to negotiate in good faith with the County after being selected for negotiations. The undersigned agrees that in case of failure to fulfill the obligations under the foregoing proposal and/or failure to furnish financial security as specified, the County may, at County option, determine that the undersigned has abandoned the rights and interests in such Agreement and that the Proposal Security has been forfeited to the Solid Waste Management Division, but otherwise, the Proposal Security shall be returned to the undersigned upon the execution of the Service Agreement and the acceptance of the financial security.

The undersigned agrees that if awarded the Disposal Agreement, Proposer will start work July 1, 2023, or on such other date as the County and Proposer shall agree.

In submitting this proposal, it is understood that the right is reserved by the County to reject any or all proposals, to award the Disposal Agreement for the work proposed by the Proposer to other than the low-price Proposer, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Solid Waste Management Division.

The undersigned acknowledges receipt of addenda to RFP 2319 and has indicated the date such addenda were received below

RFP Addenda Acknowledgement (if applicable):

No. 1 Date Received 5/1/2023

No. 2 Date Received 5/5/2023

No. 3 Date Received _____

No. 4 Date Received _____

No. 5 Date Received _____

A General Information

Proposer Name: Waste Management Inc of Tennessee

Address: 140 Fleenor Mill Rd, Heiskell, TN 37754

Telephone: (865) 938-5393 Fax: _____

Contact: Rob Owen

Federal ID Number (TIN): 36-2935128

Type of organization (corporation, joint venture, partnership, individual): Corporation

If a corporation, list the names of all officers, directors, and shareholders possessing five percent or more of outstanding stock in the corporation. If a partnership, list the names of all general and limited partners. Attach additional sheets as necessary.

B. Business Information

1. Describe the nature of your current business

Collection, Recycling, Processing and Disposal.

2. State the length of time you have been in that business under your present name

55 years

3. With what other lines of business are you directly or indirectly affiliated?

4. Have you ever failed to complete any contract awarded to you?

No

If so, where, and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract?

No

If so, state name of individual, other organization, reason therefore, and bonding company:

6. Has any officer or partner of your organization ever failed to complete a contract handled in his or her own name?

No.

If so, state name of individual, name of owner, reason therefore, and bonding company

7. With what individuals or entities have you been associated as partner or otherwise during the last seven (7) years? Attach additional sheets as necessary.

WM is a publicly traded company

8. Has any Disposal Facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition. Attach additional sheets as necessary.

No

9. Have you, your partners, members, joint venturers, parent corporation, or subsidiaries been a party to any lawsuits, including any current investigations, indictments, or pending litigation, within the last seven (7) years? If so, list these lawsuits. Attach additional sheets as necessary.

No

10. List any and all actions occurring within the last seven (7) years which have resulted in revocation or suspension of any permit or authority to do business in any federal, state or local jurisdiction, recorded by Proposer, any officer or director thereof or any affiliate or related company

⊕

11. List any and all actions occurring in the last seven (7) years that have resulted in the barring from public bidding recorded by Proposer, any officer or director thereof or any affiliate or related company.

12. List any bankruptcy proceedings in the last seven (7) years recorded by Proposer, any affiliate or related company.

C. Place of Direction and Main Office

Following are the name and location of the primary office of the Proposer and the place of business from which the services in the Service Agreement will be directed.

Waste Management Inc of Tennessee/ Chestnut Ridge Landfill

Main Office: Name of Company

140 Fleenor Mill Rd. Heiskell TN 37754

City and State

Place of Business for Direction of Services under the Service Agreement

Waste Management Inc of Tennessee / Chestnut Ridge Landfill

Name of Company

140 Fleenor Mill Rd. Heiskell TN 37754

City and State

D. Ambiguity

In case of ambiguity or lack of clarity in stating prices in the proposal, the County shall have the right to construe such prices in a manner most advantageous to the Solid Waste Management Division or to reject the proposal.

Company's Authorized Agent:

Signature

Rob Owen, Public Sector Solutions Area Manager

Name and Title (Typed or Printed)

5/11/2023

Date

(865) 938-5393

Telephone No.

Fax No

rowen@wm.com

Email Address

**Attachment 5
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed. The amounts of required coverage and additional required coverage are provided in the Scope of Work of Work in the RFP. If there are any conflicts between this form and the requirements in the Scope of Work, the more stringent requirements will apply.

Only the items marked with an "X" are applicable to this bid and or contract.

- | | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability |
| | | Commercial General Liability |
| | <input checked="" type="checkbox"/> | Occurrence Form Only |
| 2 | <input checked="" type="checkbox"/> | Include Premises Liability |
| | <input checked="" type="checkbox"/> | Include Contractual |
| | <input checked="" type="checkbox"/> | Include XCU |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations |
| | <input checked="" type="checkbox"/> | Include Personal Injury |
| | <input checked="" type="checkbox"/> | Include Independent Contractors |
| | <input checked="" type="checkbox"/> | Include Vendors Liability |
| | <input checked="" type="checkbox"/> | Include Professional or E&O Liability |
| 3 | <input checked="" type="checkbox"/> | Business
Auto |
| | <input type="checkbox"/> | Include Garage Liability |
| | <input type="checkbox"/> | Include Garage Keepers Liability |
| | <input type="checkbox"/> | Copy of Valid Drivers License |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page |
| 4 | <input type="checkbox"/> | Crime
Coverages |
| | <input type="checkbox"/> | Employee Dishonesty |
| | <input type="checkbox"/> | Employee Dishonesty Bond |
| | | Property Coverages |
| | <input type="checkbox"/> | Builders Risk |
| | <input type="checkbox"/> | Inland Marine |
| | <input type="checkbox"/> | Transportation |

6. ☒ Performance Bond Required - A One Hundred Percent (100% of the annual contract price) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from

the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

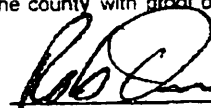
I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Waste Management Inc of Tennessee

Vendor Name

Rob Owen

Bid Representative Name (Please Print)



Authorized Signature

5/12/23

Date

Attachment
6
Sample Contract for Services

XX-XXXX

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

Contractor Services. Contractor agrees to provide _____ per RFP #2319, Exhibit 1

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County

Purchase Order. A Purchase Order must in place before services are rendered

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: RFP #2319. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four ONE -year renewal options. The contract shall start on the date of final signature.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other if the event constituting the breach, default, or failure is not cured during that time.

Attachment

6

XX-XXXX

Sample Contract for Services

Termination Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

XX-XXXX

**Attachment 6
Sample Contract for Services**

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin, or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U S C sec 2000 et seq. (2000), as amended.

**Attachment 6
Sample Contract for Services**

XX-XXXX

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:
Administrative Approval.

Anderson County Government

Signature _____ Date _____

Robert J. Holbrook, Finance Director Date _____

Printed Name _____
Approval _____

Anderson County Department Head

Title _____

_____ Date _____

Name of Company _____

Approved as to Form

Address _____

Law Director

Date

City, State Zip _____

Attachment 6
Sample Contract for Services
 Attachment 7A Conflict of Interest Form - A

XX-XXXX

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

City OF Franklin

) ss

STATE OF Tennessee

I, _____, do hereby certify that the following is true and correct to the best of my knowledge and belief:
 (please check only one):

☐ The Proposer is an individual or sole proprietor and owns the entire (100%) interest in the proposing business.

☐ The Proposer is a corporation, partnership, joint venture, or association known as Waste Management Inc of Tennessee [please state name of Proposer company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the proposing business during the 365 days immediately preceding the submission date of the proposal are as follows [if none please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>

B Further, I say that the persons who have received or are entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the bid proposal for which this affidavit is submitted are as follows [none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>

C If the ownership of the proposing business should change between the time this or affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure by delivering another affidavit to the government.

Signature of one of the following

Proposer, if the Proposer is an individual
 Partner, if the Proposer is a partnership
 Officer, if the Proposer is a corporation.

Subscribed and sworn to before me this

_____ day of _____ 20_____

NOTARY PUBLIC

My commission expires _____

AFFIDAVIT re CONTINGENT FEES

STATE OF Tennessee)

Rob Owen [state name of affiant signing below], being first duly sworn, deposes and says that

1 The name of the Proposer or individual IS [state name of company]

Waste Management Inc of Tennessee

2. As a part of the Proposer's proposal, to the best of my knowledge, the Proposer has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the Proposer's bid or proposal, to the best of my knowledge, the Proposer has not retained a person to solicit or secure a contract with the County upon an agreement or understanding for a commission, percentage brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business

4 I make these statements on behalf of myself as a representative of the Proposer, and on behalf of the Proposer's officers, representatives, agents, sub-Proposers, and employees.

Signature of one of the following.

Proposer, if the Proposer is an individual, Partner, if the Proposer is a partnership Officer,
if the Proposer is a corporation

Subscribed and sworn to before me this day

of 20

NOTARY PUBLIC

My commission expires _____



General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716

Email : purchasing@andersoncountyttn.gov

Website : <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

SECTION 1 -GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-

101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b1: Bids for which the total cost of the project is ~~less than~~ less than five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures, unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency

1.26 PERFORMANCE GUARANTEE: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed ore-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award

1.38 ADDENDUM: § T C A 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here <http://tennessee.gov/general/News/articles/Public-Information-library>

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel

ANDERSON COUNTY Request for Proposals #2319

Municipal Solid Waste (MSW) Disposal Services

Questions & Answers/Addendum

1. "The proposed disposal site shall have to guarantee the capacity to accept the County's waste stream for a period of twenty years." Our company does not currently have twenty years of capacity. The Landfill is however going thru an expansion with TDEC. Can this portion of the RFP be waived understanding that there is every expectation that the landfill will be expanded, and capacity will be there?

Answer: Remaining Landfill Capacity (for the purposes of this RFP) may be demonstrated by 1) verified capacity currently permitted by TDEC, or 2) verified capacity currently permitted by TDEC plus capacity included in permit applications for expansion pending before TDEC. Failure of the facility to obtain TDEC permits in this case shall be considered a default under the Service Agreement.

2. What is Anderson County, TN currently paying for disposal inclusive of fees at the current disposal facility?

Answer: The current tipping fee is \$25.08/per ton plus a \$1.25/ton State inspection fee.
Total - \$26.33/ton.

**ANDERSON COUNTY Request for Proposals #2319
Municipal Solid Waste (MSW) Disposal Services
Questions & Answers/Addendum #2**

1. Why is Anderson County wanting guaranteed capacity for the County's waste stream for a period of twenty years when Section 3 references the County's standard contract and attachment 6 says Term. "The term of this agreement shall be on year with four one-year renewal options?"

Answer: It is anticipated this will be a 20-year contract. The reference in Attachment 6, the standard contract template does not apply.

2. Term. "The term of this agreement shall be one year with four one-year renewal options." The questions is, Which party is responsible of the renewal options? When is notice given positive or negative for the renewal options?

Answer: Please see the answer to question 1.

3. In the RFP under Section 3 Contract, there is a Supplementary Contract Conditions "The County may terminate the contract at any time, with or without cause, by providing a 120-day written notice of termination to the Contractor. In the Sample Contract for Services, Termination. Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of service performed and materials delivered and accepted prior to termination date. The Term period in the Sample Contract for Services means nothing if the Termination period is 30 days written notice to the contractor, correct?"

Answer: The existing termination language is hereby replaced with the following: (a) An event of default occurs when the vendor fails to materially perform any provision of the contract and the vendor fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty (45) days, an event of default does not occur if the vendor promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

(b) The willful or negligent failure of the vendor to prevent the dumping of unpermitted waste at the Landfill and the willful violation by the vendor of any federal, state, or local law, rule, resolution, or ordinance applicable to the Landfill shall be considered an event of default, subject to the opportunity to cure the default as provided in subsection (a).

(c) Upon the occurrence of an event of default, the County shall have the right to terminate the Agreement by sixty (60) days written notice to the vendor, and in the alternative, has the right, but not the obligation, to cure said event of default, at the vendor's expense.

(d) The vendor shall have the right to terminate the contract in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from the vendor, has not been cured.

(e) The rights and remedies of the parties provided in this section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT made this 1st day of July 2023, (the "**Agreement**") by and between Waste Management, Inc. of Tennessee ("**WM**") and Anderson County, Tennessee (the "**County**"), acting through its duly authorized representatives.

WITNESSETH:

WHEREAS, WM is the owner and operator of a Class 1, nonhazardous solid waste landfill known as the Chestnut Ridge Landfill, located at 140 Fleenor Mill Road, Heiskel, TN 37754, which is permitted to receive nonhazardous solid waste;

WHEREAS, the County seeks to deliver nonhazardous solid waste for disposal of such solid waste at the Disposal Facility;

WHEREAS, WM has agreed to provide such disposal services to the County under the terms set forth in this Agreement; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

1. **DEFINITIONS** - As used herein, the following terms shall have the following meanings:
 - (a) **Disposal Facility** – as used herein means the landfill known as the Chestnut Ridge Landfill, located at 140 Fleenor Mill Road, Heiskel, TN 37754, which is utilized, owned, and/or operated by WM and permitted to receive Solid Waste by the applicable federal, state, and/or local agency.
 - (b) **Solid Waste or Waste**– shall mean all non-hazardous Garbage and/or Rubbish, that is collected and/or transported by the County or its authorized subcontractors and Customers that can legally be received at the Disposal Facility. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
 - (c) **Acceptable Waste** –Waste that may be legally received and accepted at the Disposal Facility. Acceptable Waste shall not include any Hazardous Waste as defined below and by Federal, State or local law or regulations, toxic wastes, Special Waste that has not been profiled and pre-approved in by WM in writing, or any other waste, which is not acceptable under Federal, State or local law, regulations, or permit at the Disposal Facility.
 - (d) **Customer** – The owner or tenant of a residential dwelling within the service area of the County which is occupied by a person or group of persons comprising not more than two families.
 - (e) **Garbage** shall mean Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all dead animals of less than ten pounds (10 lbs) in weight, except those slaughtered for human consumption.
 - (f) **Hazardous Waste** – any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous, as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance, as such terms are defined by Federal, State or local law or regulations.

- (g) Medical Waste - shall mean Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in Tennessee's solid waste regulations, Rule Chapter 0400-11-01 (relating to Definitions).
- (h) Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- (i) Special Waste - waste that requires special handling in accordance with any applicable federal, state or local laws or regulations, including but not limited to, industrial process wastes, asbestos containing material, petroleum contaminated soils, incinerator ash, and other materials. Special Waste must be profiled and pre-approved in writing by WM before it can be delivered to the Disposal Facility.
- (j) Unacceptable Waste - any waste or material that (i) the acceptance and handling of which by WM would cause a violation of any permit, condition, legal or regulatory requirement, (ii) can cause substantial damage to WM's equipment or facilities, (iii) presents a danger to the health or safety of the public or WM's employees, (iv) is or contains Hazardous Waste, industrial waste, liquid waste, Special Waste that has not been profiled and pre-approved by WM, untreated medical waste, dead animals weighing ten pounds (10 lbs.) or greater, (v) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vi) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources, (vii) is or contains batteries or fuels, (viii) is or contains motor oil or paint, (ix) is or contains televisions, (x) is or contains batteries, (xi) is or contains florescent light bulbs, (xii) is or contains white goods (household appliances), (xiii) is or contains treated/de-characterized wastes, (xiv) is or contains any waste tires, (xvi) is or contains sludge, and/or (xivii) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Unacceptable Waste shall remain with the generator all times. WM has no obligation to accept, transport, process or dispose of any Unacceptable Waste.

2. SCOPE OF SERVICE

- (a) Subject to the terms and conditions hereof, the County agrees that it shall exclusively deliver all Solid Waste to the Disposal Facility that is collected and/or transported by or for the County within the corporate limits of Anderson County, Tennessee. WM agrees that it will accept all Acceptable Waste at the Disposal Facility under the terms of this Agreement. The Customer agrees that any waste delivered to WM hereunder will not contain any Unacceptable Waste. This Agreement does not obligate the County to deliver a certain tonnage of Acceptable Waste to the Disposal Facility nor does it obligate WM to accept a required tonnage amount of Acceptable Waste from the County.
- (b) Furthermore, the disposal of Waste, brush, yard waste and debris resulting from storms, floods, fires, tornados, other acts of God, or uncontrollable circumstances ("Disaster Event") is excluded from this Agreement. Any such services, if mutually agreed to, will be provided under a separate contract. WM acknowledges that the County has the right to seek proposals from other providers for the disposal of waste and debris resulting from a "Disaster Event."

- (c) Each party shall be responsible for securing the necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over their respective operations. WM represents and agrees that its Disposal Facility is properly permitted to receive the Acceptable Waste set forth in this Agreement. The parties shall perform their obligations herein in compliance with all applicable permits and laws and regulations.
- (d) WM may close, at its sole discretion, the Disposal Facility in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (e) WM has the right to refuse or reject after acceptance any load delivered under this Agreement that contains Unacceptable Waste delivered to the Disposal Facility. If the County delivers Unacceptable Waste in breach of this Agreement herein, WM may in its sole discretion either remove, manage, handle, store, treat, and/or dispose of that Unacceptable Waste and charge the County for the costs, expenses, damages, fines, and penalties arising out of such activities or require the County to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost. **County shall indemnify, hold harmless and pay or reimburse WM for any and all costs, damages and/or fines incurred as a result of or relating to County's tender or delivery of Unacceptable Waste, including costs of inspection, testing, analysis, legal fees, professional consulting fees, or removal costs.**
- (f) During the term of this Agreement, the County and its Customers and authorized subcontractors shall have a license to enter the Disposal Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the location and in the manner directed by WM. Except in an emergency, or at the express direction of WM, the County's personnel, authorized subcontractors and its Customers shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, the County's personnel, authorized subcontractors and its Customers shall promptly leave the Disposal Facility. Under no circumstances shall the County or its personnel, authorized subcontractors and its Customers engage in any scavenging of waste. WM may refuse to accept Acceptable Waste from, and shall deny an entrance license to, any of the County's personnel, authorized subcontractors and its Customers whom WM believes is under the influence of alcohol or other chemical substances.
- (g) Title to the Acceptable Waste delivered by or on behalf of the County shall be transferred to and vest in WM at the time the Acceptable Waste is (i) fully unloaded at the working face of the Disposal Facility and the County's vehicle, its Customers and/or its authorized subcontractors has departed such working face or (ii) fully unloaded from the County's vehicle, its Customers and/or its authorized subcontractors at the Disposal Facility and the County's vehicle has departed. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities theretofore shall be borne by, the County or the Customer (as applicable). Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with the County or the generator of the Unacceptable Waste

3. TERM OF CONTRACT

This Agreement shall take effect on July 1, 2023 (the "Effective Date") and shall continue for five years, until June 30, 2027 (the "Term"). Subject to the mutual written agreement of the County and WM, this Agreement may be renewed or extended for up to three additional five (5) year periods (each a "Renewal Term") for a total of twenty years. If either party intends to renew or extend the Agreement term, then that party shall give written notice of its intent to the other party not less than ninety (90) days before the termination of the then current term.

4. RATES AND PAYMENTS

- (a) The disposal Base Rates that WM shall charge the County for receiving and/or landfilling of Acceptable Waste delivered to the Disposal Facility under this Agreement as of the Agreement effective date are set forth in Exhibit A attached to this Agreement.
- (b) The parties agree that beginning on July 1, 2024 and on each July 1st thereafter, the Base Rates will be adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the twelve most recently published months compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2020 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water, Sewer, Trash	252.46	261.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then current rates for services, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

- (c) WM may also adjust the Base Rates to account for increased costs resulting from Uncontrollable Circumstances from time to time during the term of this Agreement. Uncontrollable Circumstances shall mean any change in uncontrollable conditions which increase the Contractor's costs, including but not limited to, changes in or new governmental laws, ordinances, rules, regulations or the enforcement thereof and changes in any landfill or disposal fees, levies or surcharges. WM will provide written notice to the County of such Uncontrollable Circumstance and associated adjustment at least thirty (30) days prior to implementing the change. Documentation of such increases shall be submitted to the County at its request.
- (d) WM will invoice the County by the tenth (10th) day of each month for all Acceptable Waste deliveries during the previous month. The County shall pay WM within thirty (30) days after invoice date. Any County invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any County check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. County acknowledges that any late charge assessed by WM is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, WM retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of sixty (60) days, WM may

terminate this Agreement for such default and recover any equipment and all amounts owed hereunder.

5. INDEMNIFICATION

- (a) WM agrees to protect, indemnify, defend and save harmless the County, its officials, officers, employees, agents, authorized subcontractors, representatives and assigns from any third party loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and any costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) WM's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) WM's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the ownership maintenance and operation of the Disposal Facility.
- (b) The County agrees to protect, indemnify, defend and save harmless WM, its officials, officers, employees, agents, subcontractors, representatives and assigns from any third party loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and any costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) the County's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) the County's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the delivery or disposal of waste at the Disposal Facility.

6. INSURANCE

- (a) WM shall provide and maintain the following insurance during the Term of this agreement
 - i. **Comprehensive General Liability** with limits of \$2,000,000 per occurrence; \$2,000,000 products/completed operations; \$5,000,000 general aggregate.
 - ii. **Excess General Liability** "Follow form" coverage with limits of \$5,000,000, to include automobile liability and general liability.
 - iii. **Automobile Liability** with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as "Symbol 1, any auto."
 - iv. **Workers' Compensation** in accordance with applicable statutory coverage.
 - v. **Employer's Liability** limits of \$1,000,000 for each accident, \$1,000,000 disease each employee, \$1,000,000 policy limit.
 - vi. **Property Coverage** shall be a minimum of \$11,000,000 per occurrence, \$22,000,000 aggregate covering the transfer station property (land), equipment, fixtures, and buildings from protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises) special extended perils ("all risk", as such term is used in the insurance industry). WM may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. County will have no obligation to carry insurance on any Alterations or on WM's Trade Fixtures or personal property.
 - vii. **Pollution Liability and Environmental Impact** coverage is to be a minimum of \$5,000,000 per occurrence, \$10,000,000 aggregate. Coverage shall be on a "per

project" basis unless specified otherwise. Policy to cover general environmental pollution liability, not limited to sudden accidental discharge and to include long-term environmental impact, applicable to bodily injury (including death) and property damage including loss of use of property that has not been physically injured or destroyed; clean-up costs; and defense and settlement of all claims in connection with any loss arising from the Facility. Coverage shall apply to sudden and accidental and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury and property damage.

- viii. If a policy is a claims made form the retro date is to be the same as or prior to the Agreement effective date. All Policies must be maintained for at least 5 years after the termination of this Agreement.
- ix. The required policies shall contain an endorsement fully waiving any contractual liability exclusion contained in the policy without limitation or restriction. A required policy may not contain a limitation of any kind that would limit any recovery thereunder to the amount of this Agreement or any component thereof. A policy shall not limit or restrict in any manner coverage for the warranties, guarantees, and performance standards contained in this Agreement, if any.
- x. Self-insured retentions and deductibles affecting required insurance must be reasonably acceptable to the County Attorney. The Proposer must identify any self-insurance coverage and include:
 - i. Names and addresses of any third-party plan administrators; A written reserve policy that outlines reserve targets; and
 - ii. A listing of the excess coverage, specifying the insurance company, the policy or contract number and the limits of liability and the retention amount.
 - iii. Annual reports containing the elements specified above must be submitted to the County.
- xi. Coverage obtained through insurance pools or risk retention groups must also be reasonably acceptable to the County Attorney.
- xii. The County, its officials, and employees shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. The County shall be named as loss payee on any property loss insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a Person authorized by that insurer to bind coverage on its behalf.
- xiii. The insurer shall agree to waive all rights of subrogation against the County, its officials, and employees for losses arising from the activities under the Service Agreement.
- xiv. WM shall provide the County with a certificate of insurance reflecting the County's additional insured status and agreeing to give the County at least 30 days' written notice in case of policy termination, and 10 days' notice for policy cancellation due to premium nonpayment.
- xv. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Anderson County Law Director

Mr. Jay Yeager
 101 South Main Street, Suite 310
 Clinton, TN 37716-3624
 865-457-6290
JYeager@aclawdirector.com

- xvi. WM's failure to comply with any of these insurances provisions is a breach of contract by WM that entitles the County to declare the Agreement void if WM does not remedy the breach within ten (10) days after receipt of written notice of breach from the County.

- (b) The County shall provide and maintain the following insurance during the Term of this Agreement:

<u>Required Insurance</u>	<u>Coverage Limits</u>
Workers' Compensation	Statutory
Employers Liability	\$1 million per accident; \$1 million disease policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence; \$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million per occurrence; \$2 million aggregate

- i. County shall provide to WM certificates of insurance evidencing such insurance. Such coverage and policies shall not be canceled, modified or revoked without providing WM thirty days advance written notice. County's insurance shall be primary as respects to WM and any insurance maintained by WM shall be in excess of, and shall not contribute with, County's insurance.
 - ii. WM may, at its option, terminate this Agreement if the County fails to maintain the required insurance coverage.
 - iii. County's workers' compensation, commercial general liability and automobile liability insurance shall include a waiver of subrogation in favor of WM.
 - iv. WM shall be included as an additional insured on the County's commercial general liability and automobile liability policies.
- (c) The insurance policy coverage requirements for the parties as set out above may be satisfied by a combination of primary insurance and umbrella insurance.

7. DEFAULT AND TERMINATION

- (a) An event of default occurs when WM fails to materially perform any provision of this Agreement and WM fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty (45) days, an event of default does not occur if WM promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

- (b) The willful or negligent failure of WM to prevent the dumping of unpermitted waste at the Disposal Facility and the willful violation by the vendor of any federal, state, or local law, rule, resolution, or ordinance applicable to the Disposal Facility shall be considered an event of default, subject to the opportunity to cure the default as provided in subsection (a).
- (c) Upon the occurrence of an event of default as set forth above, the County shall have the right to terminate the Agreement by sixty (60) days written notice to WM.
- (d) WM shall have the right to terminate the contract in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from WM, has not been cured.
- (e) Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- (f) In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (g) The County's obligation to pay under this Agreement is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- (h) In the event that this Agreement is terminated for any reason, any amounts payable to WM by the County for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.
- (i) In the event of default by a party hereto, the non-breaching party may bring suit against the other party to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.
- (j) The rights and remedies of the parties provided in this section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the Agreement.

8. CONFIDENTIALITY

The parties represent and agree, on behalf of themselves and their representatives, that they will keep this Agreement, the terms of this Agreement, and the negotiations upon entering into the Agreement, completely confidential and will not publicize or disclose the conditions or terms of this Agreement in any manner, whether in writing or orally, to any person, directly or indirectly, or by or through any affiliate, agent, attorney, or other representative, unless compelled to do so by law or unless prior written consent is provided by the other party or a party is compelled to do so under applicable state or federal law, statute, ordinance or regulation.

9. GENERAL PROVISIONS

- (a) Neither party shall assign, sell, transfer, or permit the assignment or transfer of this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that WM may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company. Any attempted assignment, sale, or delegation of

- some or all of this Agreement by County without WM's written consent, including as part of a merger, asset sale, stock sale, or divestiture constitutes a breach of this Agreement.
- (b) WM Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
 - (c) It shall also be an unlawful employment practice for WM (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. WM shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
 - (d) By signing this contract WM certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.
 - (e) This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
 - (f) This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by WM in accordance with this Agreement be deemed a public function, nor has the County acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Facility by virtue of this Agreement.
 - (g) From and after the Effective Date, WM's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of WM. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, pandemic or epidemic, flood or sabotage; shortage or lack of adequate fuel, labor or equipment; judicial, administrative or government laws, regulations, requirements, rules, orders or actions; injunctions or revocation or modification of, any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; or labor strike, lockout or injunction.
 - (h) If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this Agreement a term, clause or provision as may be legal, valid and enforceable.
 - (i) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to the conflicts of laws principles thereof.
 - (j) The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
 - (k) All notices or other communications to be given hereunder shall be in writing and shall be deemed given the first business day following overnight delivery with a confirmed delivery receipt, or three days after being mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

To WM:

Waste Management, Inc. of TN

Attn: Rob Owen
1428 Antioch Pike
Antioch, TN 37013

With a Copy to:

Waste Management
Attn: Sr. Legal Counsel for Mid-South
800 Capitol Street, Suite 3000
Houston, TX 77002

To the County:

Anderson County, TN
Attn: _____
101 South Main Street, Suite 310
Clinton, TN 37716

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- (l) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.
- (m) The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including the Indemnification Section, shall survive the termination (for any reason), cancellation or expiration of this Agreement.
- (n) This Agreement may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Disposal Agreement on the date set forth above.

ANDERSON COUNTY, TENNESSEE

By: _____

Its: _____

WASTE MANAGEMENT, INC. OF TENNESSEE

By: _____

Its: _____

EXHIBIT A

BASE RATES

Effective July 1 2023 through June 30, 2024, the applicable Base Rate is as follows:

The Base Rate is subject to adjustment pursuant to sections 4(b) and (c) of the Agreement.

Responsible Party for Notices:

**POWELL-CLINCH UTILITY DISTRICT
203 E. FIRST STREET
P.O. Box 428
Rocky Top, TN 37769**

This instrument prepared by:

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE
101 S. Main Street, Suite 310
Clinton, TN 37716
(865) 457-6290**

**TAX ID #: MAP-018D; GROUP-C;
PARCELS-013.00, 014.00, 015.00
NOTE: PARTIAL ADDITIONS TO THESE PARCELS ONLY**

**TRANSFER OF REAL PROPERTY
Interlocal Cooperation Act**

**THIS TRANSFER OF REAL PROPERTY PURSUANT TO THE TENNESSEE
INTERLOCAL COOPERATION ACT** codified at Tenn. Code Ann. §§ 12-9-101 *et seq.* is made by
and between the Local Government Entities of **Anderson County**, a political subdivision of the State
of Tennessee and **Powell Clinch Utility District**, a local utility district organized under the laws of the
State of Tennessee, and collectively referred to as “**the Parties.**”

WITNESSETH:

WHEREAS, on June 3, 1924 Anderson County acquired three small tracts of real property
from John A. Rowe and wife, M. J. Rowe for the price of twelve hundred dollars (\$1,200.00) for the
specific purpose of widening U.S. Highway 25W through the Town of Coal Creek (now known as “the
City of Rocky Top”). These three tracts are described as follows:

BEGINNING A strip of land from station 944 + 07 to station 950 + 00 one hundred
sixty five (165) feet wide, extending one hundred (100) feet on left and sixty-five (65)
feet on right of center line. A strip of land from station 950 + 00 to station 951 + 00
ninety-five (95) feet wide, extending thirty (30) feet on left and sixty-five (65) feet wide
on right of center line. A strip of land from station 951 + 00 to station 953 + 82 sixty (60)
feet wide extending thirty (30) feet on left and right of center. A strip of land from station
962 + 00 to station 961 + 50 sixty (60) feet wide, extending thirty (30) feet on left and
right of center line. All as now located by the State of Tennessee, Department of
Highways and Public Works, through its engineering or agents.

Being the same property transferred to Anderson County from John and M.J. Rowe recorded in the Anderson County Register of Deeds Office in Book Y-3, Page 55 on January 30, 1934. (See Exhibit 1 – Deed to Anderson County)

WHEREAS, on March 3, 1933 Anderson County acquired an additional small tract of real property from Charles Phillips, and wife, Sarah Philips for one hundred and twenty-five dollars (\$125.00) for the specific purpose of widening U.S. Hwy. 25W through the Town of Coal Creek (now known as “the City Rocky Top”). This tract of land is described as follows:

BEGINNING at the property line of B.E. Ward thence extending southeast wardly over the lands of First parties to the property line Bart Phillips and the Tennessee Mfg. Co. at the swinging Bridge, It being strip land 25 feet wide on the Southside of the center line the public road as now surveyed and located, also any incidental damages that the first parties may sustain on account of building of said road, such as removing his building and fence, which second parties agree to do without further cost to the county.

Being the same property transferred to Anderson County from Charles and Sarah Phillips and recorded in the Register of Deeds Office in Book Y-3, Page 41 on January 30, 1934. (See Exhibit 2 – Deed to Anderson County)

WHEREAS, after the widening of U.S. Hwy. 25W was complete a small tract of land (.17 acres) was unneeded and not utilized for the widening project and unbeknownst to Anderson County, remained in the possession of the County. The property was never properly identified in the tax records of Anderson County and never described by map and parcel; and

WHEREAS, Powell Clinch Utility District owned the adjacent land and assumed it owned the property up to the right-of-way line for U.S. Hwy. 25W. Due to this misinterpretation of the property boundary line, Powell Clinch Utility District constructed a maintenance facility partially encroaching on the property owned by Anderson County; and

WHEREAS, this encroachment was finally identified by Tony W. Crutchfield, Registered Land Surveyor (Tennessee License No. 1788), when he surveyed the property on February 20, 2023. The remaining real property is now described as follows:

Situate in the First Civil District of Anderson County, Tennessee and being located

on the north bank of the waters of Coal Creek in the Town of Rocky Top (formerly the Town of Lake City, formerly the Town of Coal Creek), said parcel being a portion of the undeveloped right-of-way of U.S. Highway 25-W (also known as the Dixie Highway or Main Street) located between the east margin of said Main Street and the property of the Powell-Clinch Utility District, said parcel being located north of the Creek Street intersection as well as north of the main channel of Coal Creek and being more particularly described as follows:

Beginning at a point located at the east margin of the right-of-way of Main Street south of a bridge crossing the Right Fork of Coal Creek (also known as Cherry Bottom Creek), said point being a corner of the property assessed to the Town of Rocky Top and being 30.0 feet east from the center line of the existing roadway of Main Street, said point being further located by reference South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 8.28 feet from an iron pin corner of a previous survey located at the edge of a sidewalk; thence leaving said point and going with the line of said parcel of the Town of Rocky Top South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 40.02 feet to a point; said point being in the line of the property of the Powell-Clinch Utility District (0-15/661, M-9/427 Second Tract). Thence leaving said line of the parcel assessed to the Town of Rocky Top and going with said line of the Powell-Clinch Utility District the following courses: thence on a curve to the left, said curve having a radius of 564.90 feet, having an arc length of 177.62 feet and having a chord bearing and distance of South 01 Degrees, 35 Minutes, 56 Seconds West, 176.89 feet to a point; thence continuing South 82 Degrees, 44 Minutes, 19 Seconds West, a distance of 39.98 feet to a point at the east margin of the aforesaid right-of-way of Main Street. Thence leaving said point and going with a curve offset 30.0 feet east of said Main Street center line on a curve to the right, said curve having a radius of 603.93 and an arc length of 191.51 feet to the point of beginning. This parcel of land, being a portion of the property conveyed to Anderson County in Warranty Deed Book Y-3, Page 55, contains 0.17 acres more or less according to the survey of Tony W. Crutchfield, R.L.S. 1788 dated 02-20-2023 and revised 06-12-2023.

As a part of this conveyance, the Powell-Clinch Utility District hereby reciprocally conveys by quitclaim all right, title and interest to Anderson County for any remnant strips of land contained in previous surveys of this property to the west of the right-of-way line offset 30.0 feet east of the center line of Main Street along the entire length of the western boundary of said utility property as shown by survey, said western boundary extending from the north bank of Coal Creek at the Creek Street intersection to the point of beginning referenced herein. It is the intent of the Parties of this conveyance that the above-described line is to be established as the dividing boundary between the east margin of the right-of-way of Main Street and the west boundary of the Powell-Clinch Utility District.

Further reference is made to the Tennessee Department of Transportation Right-Of-Way Construction Map Federal Aid Project 55A 18 dated 1925 (revised 1927) and conveyed to Anderson County in Warranty Deed Book Y-3, Page 48

and Warranty Deed Book Y-3, Page 55. The following are the relevant Reference Stations with accompanying abutting owners:

Station 940+00 to Station 940+48 (unattributed owner) Station 940+48 to Station 940+63 (alley) Station 940+63 to Station 941+14 (W.H. Branscomb Y-3/48, also LaFollette Grocery Co. Site) Station 941+14 to Station 942+52 (W.H. Branscomb Y-3/48) Station 942+52 to Station 943+50 (Wood Heirs, possibly Frank Longmire) Station 943+50 to Station 944+07 (Wood Heirs, possibly Frank Longmire) Station 944+07 to Station 945+22.2 (Wood Heirs/J.A. Rowe Y-3/55)

The right fork of Coal Creek, also known as Cherry Bottom Creek in previous instruments of record, was subject to a channel relocation during the construction of the Dixie Highway as noted on the TDOT record referenced above. The area along the north boundary of the subject parcel described above is a part of this channel relocation and is currently assessed to the Town of Rocky Top (formerly Town of Coal Creek and Town of Lake City).

The property of the Powell-Clinch Utility District is referenced to the following instruments of record:

Warranty Deed Book C-16, Page 648, Warranty Deed Book O-15, Page 661, Warranty Deed Book M-9, Page 427, Warranty Deed Book X-8, Page 329 (2nd Tract).

(See Exhibit 3 – Physical Description from Survey by Tony W. Crutchfield Registered Land Surveyor (Tennessee License No. 1788), dated, February 20, 2023)

WHEREAS, the Parties hereto wish to avail themselves to the authority under the Interlocal Cooperation Act codified at Tenn. Code Ann. §§12-9-101 *et seq.* Under that legal authority any one or more public agencies may contract with any one or more public agencies for the conveyance of property, both real and personal, without being required to declare the property surplus and without maintaining compliance with legal requirements in any purchasing act, both public or private; provided that the public agencies utilized the property for a *public purpose*, and if sold or transferred in the future, the proceeds of that sale or transfer must be utilized for a *public purpose*.

NOW THEREFORE, AND IN CONSIDERATION of the sum of **TWENTY THOUSAND DOLLARS AND NO ONE-HUNDREDTHS (\$20,000.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **ANDERSON COUNTY**,

TENNESSEE, the Grantor, does hereby quitclaim, and transfer unto **POWELL-CLINCH UTILITY DISTRICT**, Grantee, its successors, heirs and assigns, the following described premises for a *public purpose only*, to wit:

Situate in the First Civil District of Anderson County, Tennessee and being located on the north bank of the waters of Coal Creek in the Town of Rocky Top (formerly the Town of Lake City, formerly the Town of Coal Creek), said parcel being a portion of the undeveloped right-of-way of U.S. Highway 25-W (also known as the Dixie Highway or Main Street) located between the east margin of said Main Street and the property of the Powell-Clinch Utility District, said parcel being located north of the Creek Street intersection as well as north of the main channel of Coal Creek and being more particularly described as follows:

Beginning at a point located at the east margin of the right-of-way of Main Street south of a bridge crossing the Right Fork of Coal Creek (also known as Cherry Bottom Creek), said point being a corner of the property assessed to the Town of Rocky Top and being 30.0 feet east from the center line of the existing roadway of Main Street, said point being further located by reference South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 8.28 feet from an iron pin corner of a previous survey located at the edge of a sidewalk; thence leaving said point and going with the line of said parcel of the Town of Rocky Top South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 40.02 feet to a point; said point being in the line of the property of the Powell-Clinch Utility District (0-15/661, M-9/427 Second Tract). Thence leaving said line of the parcel assessed to the Town of Rocky Top and going with said line of the Powell-Clinch Utility District the following courses: thence on a curve to the left, said curve having a radius of 564.90 feet, having an arc length of 177.62 feet and having a chord bearing and distance of South 01 Degrees, 35 Minutes, 56 Seconds West, 176.89 feet to a point; thence continuing South 82 Degrees, 44 Minutes, 19 Seconds West, a distance of 39.98 feet to a point at the east margin of the aforesaid right-of-way of Main Street. Thence leaving said point and going with a curve offset 30.0 feet east of said Main Street center line on a curve to the right, said curve having a radius of 603.93 and an arc length of 191.51 feet to the point of beginning. This parcel of land, being a portion of the property conveyed to Anderson County in Warranty Deed Book Y-3, Page 55, containing 0.17 acres more or less according to the survey of Tony W. Crutchfield, R.L.S. 1788 dated 02-20-2023 and revised 06-12-2023.

As a part of this conveyance, the Powell-Clinch Utility District hereby reciprocally conveys by quitclaim all right, title and interest to Anderson County for any remnant strips of land contained in previous surveys of this property to the west of the right-of-way line offset 30.0 feet east of the center line of Main Street along the entire length of the western boundary of said utility property as shown by survey, said western boundary extending from the north bank of Coal Creek at the Creek Street

intersection to the point of beginning referenced herein. It is the intent of the Parties of this conveyance that the above-described line is to be established as the dividing boundary between the east margin of the right-of-way of Main Street and the west boundary of the Powell-Clinch Utility District.

Further reference is made to the Tennessee Department of Transportation Right-Of-Way Construction Map Federal Aid Project 55A 18 dated 1925 (revised 1927) and conveyed to Anderson County in Warranty Deed Book Y-3, Page 48 and Warranty Deed Book Y-3, Page 55. The following are the relevant Reference Stations with accompanying abutting owners:

Station 940+00 to Station 940+48 (unattributed owner);
 Station 940+48 to Station 940+63 (alley);
 Station 940+63 to Station 941+14 (W.H. Branscomb Y-3/48, also LaFollette Grocery Co. Site);
 Station 941+14 to Station 942+52 (W.H. Branscomb Y-3/48);
 Station 942+52 to Station 943+50 (Wood Heirs, possibly Frank Longmire);
 Station 943+50 to Station 944+07 (Wood Heirs, possibly Frank Longmire);
 Station 944+07 to Station 945+22.2 (Wood Heirs/J.A. Rowe Y-3/55).

The right fork of Coal Creek, also known as Cherry Bottom Creek in previous instruments of record, was subject to a channel relocation during the construction of the Dixie Highway as noted on the TDOT record referenced above. The area along the north boundary of the subject parcel described above is a part of this channel relocation and is currently assessed to the Town of Rocky Top (formerly Town of Coal Creek and Town of Lake City).

The property of the Powell-Clinch Utility District is referenced to the following instruments of record:

Warranty Deed Book C-16, Page 648, Warranty Deed Book O-15, Page 661, Warranty Deed Book M-9, Page 427, Warranty Deed Book X-8, Page 329 (2nd Tract).

(See Exhibit 3 – Physical Description from Survey by Tony W. Crutchfield Registered Land Surveyor (Tennessee License No. 1788), dated, February 20, 2023 and amended June 12, 2023)

THIS INSTRUMENT HAS BEEN PREPARED SOLELY ON INFORMATION FURNISHED THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER AS TO THE CORRECTNESS OF THE SAME OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM INFORMATION PROVIDED AND THIS INSTRUMENT HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE OPINION.

IN WITNESS WHEREOF the Parties have hereunto executed this instrument on this

_____ day of August 2023.

TRANSFER BY ANDERSON COUNTY, TENNESSEE (GRANTOR):

By: _____
TERRY FRANK
County Mayor

By: _____
JOSHUA N. ANDERSON
Chair, Anderson County Commission

ACCEPTANCE BY POWELL CLINCH UTILITY DISTRICT (GRANTEE):

By: _____
JOHN STAIR,
Board Chair

By: _____
GREG LEACH
Secretary

NOTARY CERTIFICATIONS FOR ANDERSON COUNTY:

STATE OF TENNESSEE)
) ss.
 COUNTY OF ANDERSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared **TERRY FRANK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the County Mayor of Anderson County, Tennessee, the within named bargainor, a government municipality, and that she as such County Mayor, executed the foregoing instrument for the purposes therein contained by signing the name of Anderson County, Tennessee by himself as County Mayor.

Witness my hand and seal at office this _____ day of August 2023.

 Notary Public

My commission expires: _____

STATE OF TENNESSEE)
) ss.
 COUNTY OF ANDERSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared **JOSHUA N. ANDERSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chair of the Anderson County Board of Commissioners, the within named bargainor, a government municipality, and that he as such Commission Chair, executed the foregoing instrument for the purposes therein contained by signing for Anderson County, Tennessee by himself as Commission Chair.

Witness my hand and seal at office this _____ day of August 2023.

 Notary Public

My commission expires: _____

AFFIDAVIT OF CONSIDERATION

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the _____ day of _____, 2023.

Notary Public

My commission expires: _____

THIS INSTRUMENT, Made this 3 day of June, A.D. 1927, between
John A. Rowe and wife M. J. Rowe
 of Anderson County, in the State of Tennessee, of the first part, and
Anderson County, Tenn., of the second part,
 WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
Five Hundred (\$500.00) Dollars
 to them in hand paid by the said part 2nd of the second part, the receipt of which is hereby acknowledged.

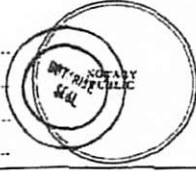
have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey, unto the said part 1st of the second part, the following-described premises-to wit:
 Situated in District No. 5 of Anderson County, and in the Town of Coal Creek, Tenn., and bounded as follows, and
 more particularly described as follows: A strip of land from station 944 + 07 to station 950 + 00
 one hundred sixty five (165) feet wide, extending one hundred (100) feet on left and sixty-five (65)
 feet on right of center line. A strip of land from station 950 + 00 to station 951 + 00 sixty-five
 (65) feet wide, extending thirty (30) feet on left and sixty-five (65) feet wide on right of center line.
 A strip of land from station 951 + 00 to station 952 + 82 sixty (60) feet wide extending thirty (30)
 feet on left and right of center line. A strip of land from station 952 + 00 to station 951 + 50
 sixty (60) feet wide, extending thirty (30) feet on left and right of center line. All as now located
 by the State of Tennessee, Department of Highways and Public Works, through its engineers or agents

with the beneficiaries and appointees therein appearing, hereby releasing all claims to redemption and forever thereon.

To Have and to hold the said premises to the said part 1st of the second part, heirs and assigns forever, and to be said part 1st of the first
 part, heirs and assigns forever, their heirs and assigns forever, and administrators, as they shall lawfully come, with the said part 2nd of the second part, heirs and assigns forever,
heirs and assigns forever, that they are lawfully released from the claims of the premises above conveyed with heirs and assigns forever, full power, authority, and right to convey the same
 and that they are forever released from the claims of the premises above conveyed with heirs and assigns forever.

In Witness Whereof, the said part 1st of the first part has signed and seal this day and year first above written.

Witness my hand and seal of office this 3 day of June, A.D. 1927.



John A. Rowe (T. 2)
M. J. Rowe (T. 3)
 (T. 4)
 (T. 5)

STATE OF TENNESSEE ANDRES OF Anderson County of
 Personally appeared before me, Laura Gumble, Notary Public for said County, the within-
 named parties, John A. Rowe and M. J. Rowe, with whom I am personally acquainted, and who
 acknowledged that they executed the within instrument for the purposes therein contained. And M. J. Rowe,
 wife of the said John A. Rowe, having appeared before me privately and apart from her husband, the said
M. J. Rowe, acknowledged the execution of said deed to have been done by her freely,
 voluntarily, and understandingly, without compulsion or restraint from her said husband, and for the purposes therein expressed.
 Witness my hand and official seal, at office, this 3 day of June, A.D. 1927,
 My notary expires April 10th, 1927,
Laura Gumble, Notary Public

Witness my hand and official seal, at office, this 3 day of June, A.D. 1927,
John T. Webb, Register

EXHIBIT 1

.....the best and most helpful book I have ever read, and hereby acknowledge the satisfaction thereof and their use of all herein as soon as they are able. The cost of this book was \$500.00.

WITNESSETH, That the said part 1000 of the first part, for and in consideration of the sum of One Hundred twenty five dollars to them to hand paid by the said part 7 of the second part, the receipt of which is hereby acknowledged.

rely, and conveyed, and do hereby grant, bargain, sell and convey, unto the said part-² of the second part, the following-described premises to wit:

Situate in District No. 10, of Anderson County, State of Tennessee, and described as follows: Beginning at the

property line of S. E. Ward thence extending southeast wadly over the lands of first parties to the

property line East Phillips and the Tennessee Mfg. Co. at the swinging Bridge, it being strip land 25

feet wide on the southside of the center line the public road as now surveyed and located, also any inci-

dental damages that first parties may sustain on account of the building of said road, such as removing

his buildings and fences, which second parties agree to do without further cost to the county.

with the legitimization and apparatuses of the apparatuses, hereby releasing all claims to humanity and power there.

To Have and to Hold the said premises to the said part 7..... of the second part, 1111..... and assigns forever. And the said part 1111..... of the first part, for themselves and for their..... heirs, executors, and administrators, do hereby covenant with the said part 7..... of the second part, 1111..... that they will and they are..... lawfully bound in the sample of the premises above conveyed and have..... full power, authority, and right to convey the same, that said premises are free from all encumbrances.....

and that will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part ~~last~~ of the first part has ~~set~~ hereunto set their ~~hand~~ and seal ~~the~~ the day and year first above written.



Chas. Phillips.....(L.S.)

Sarah Phillips (L 3)

STATE OF MISSISSIPPI Anderson COUNTY

STATE OF _____)
 Personally appeared before me, J. K. Arthur, a Notary Public of _____ and County of _____, the within
 named hangeovers, Chas Phillips, _____ with whom I am personally acquainted, and who
 acknowledged that they executed the within instrument for the purposes therein contained. And, Sarah Phillips
 wife of the said Chas Phillips, _____ having appeared before me privately and apart from her husband, the said
Sarah Phillips _____ acknowledged the execution of said Deed to have been done by her freely

voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Information based and otherwise at date, this 5 day of March, A.D. 1928
My commission expires May 1, 193 J. K. Arthur Notary Public.

Received the 30th day of January 1934 at 3 o'clock P.M. 71122

EXHIBIT 2

LEGAL DESCRIPTION

Conveyance to Powell Clinch Utility District - Town of Rocky Top - Anderson County

Situate in the First Civil District of Anderson County, Tennessee and being located on the north bank of the waters of Coal Creek in the Town of Rocky Top (formerly the Town of Lake City, formerly the Town of Coal Creek), said parcel being a portion of the undeveloped right-of-way of U.S. Highway 25-W (also known as the Dixie Highway or Main Street) located between the east margin of said Main Street and the property of the Powell-Clinch Utility District, said parcel being located north of the Creek Street intersection as well as north of the main channel of Coal Creek and being more particularly described as follows:

Beginning at a point located at the east margin of the right-of-way of Main Street south of a bridge crossing the Right Fork of Coal Creek (also known as Cherry Bottom Creek), said point being a corner of the property assessed to the Town of Rocky Top and being 30.0 feet east from the center line of the existing roadway of Main Street, said point being further located by reference South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 8.28 feet from an iron pin corner of a previous survey located at the edge of a sidewalk; thence leaving said point and going with the line of said parcel of the Town of Rocky Top South 77 Degrees, 22 Minutes, 14 Seconds East, a distance of 40.02 feet to a point; said point being in the line of the property of the Powell-Clinch Utility District (0-15/661, M-9/427 Second Tract). Thence leaving said line of the parcel assessed to the Town of Rocky Top and going with said line of the Powell-Clinch Utility District the following courses: thence on a curve to the left, said curve having a radius of 564.90 feet, having an arc length of 177.62 feet and having a chord bearing and distance of South 01 Degrees, 35 Minutes, 56 Seconds West, 176.89 feet to a point; thence continuing South 82 Degrees, 44 Minutes, 19 Seconds West, a distance of 39.98 feet to a point at the east margin of the aforesaid right-of-way of Main Street. Thence leaving said point and going with a curve offset 30.0 feet east of said Main Street center line on a curve to the right, said curve having a radius of 603.93 and an arc length of 191.51 feet to the point of beginning. This parcel of land, being a portion of the property conveyed to Anderson County in Warranty Deed Book Y-3, Page 55, contains 0.17 acres more or less according to the survey of Tony W. Crutchfield, R.L.S. 1788 dated 02-20-2023 and revised 06-12-2023.

As a part of this conveyance, the Powell-Clinch Utility District hereby reciprocally conveys by quitclaim all right, title and interest to Anderson County for any remnant strips of land contained in previous surveys of this property to the west of the right-of-way line offset 30.0 feet east of the center line of Main Street along the entire length of the western boundary of said utility property as shown by survey, said western boundary extending from the north bank of Coal Creek at the Creek Street intersection to the point of beginning referenced herein. It is the intent of the Parties of this conveyance that the above-described line is to be established as the dividing boundary between the east margin of the right-of-way of Main Street and the west boundary of the Powell-Clinch Utility District.

EXHIBIT 3

Further reference is made to the Tennessee Department of Transportation Right-Of-Way Construction Map Federal Aid Project 55A 18 dated 1925 (revised 1927) and conveyed to Anderson County in Warranty Deed Book Y-3, Page 48 and Warranty Deed Book Y-3, Page 55. The following are the relevant Reference Stations with accompanying abutting owners:

Station 940+00 to Station 940+48 (unattributed owner)
Station 940+48 to Station 940+63 (alley)
Station 940+63 to Station 941+14 (W.H. Branscomb Y-3/48, also LaFollette Grocery Co. Site)
Station 941+14 to Station 942+52 (W.H. Branscomb Y-3/48)
Station 942+52 to Station 943+50 (Wood Heirs, possibly Frank Longmire)
Station 943+50 to Station 944+07 (Wood Heirs, possibly Frank Longmire)
Station 944+07 to Station 945+22.2 (Wood Heirs/J.A. Rowe Y-3/55)

The right fork of Coal Creek, also known as Cherry Bottom Creek in previous instruments of record, was subject to a channel relocation during the construction of the Dixie Highway as noted on the TDOT record referenced above. The area along the north boundary of the subject parcel described above is a part of this channel relocation and is currently assessed to the Town of Rocky Top (formerly Lake City).

The property of the Powell-Clinch Utility District is referenced to the following instruments of record:

Warranty Deed Book C-16, Page 648, Warranty Deed Book 0-15, Page 661, Warranty Deed Book M-9, Page 427, Warranty Deed Book X-8, Page 329 (2nd Tract).

EXHIBIT 3

SERVICE ORDER FORM TERMS

(Legally Binding Document)

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS

Business Legal Name	Anderson County Government	Shipping Address	Billing Address
Business d/b/a (If applicable)		100 N MAIN STREET ROOM 212 Clinton, TN 37716	100 N. Main St. Room 212 Clinton, TN 37716 United States

BUSINESS SET-UP INFORMATION – USCC INTERNAL USE

<input checked="" type="checkbox"/> New Business Customer	<input type="checkbox"/> Current Business Customer	Governed by Custom Agreement Dated N/A	Email Address	nsweet@andersonems.com
Business Phone Number	865-680-8791	Contact Name (POC)	Nathan Sweet	
Account Number (If current customer)	834248094	Tax ID (EIN)	1037886	
Portal Setup <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline <input type="checkbox"/> Current	Portal Contact (NA for Current User)	N/A	Portal Contact Email (NA for Current User)	N/A
Tax Exempt (Attach to File)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Estimated Value (ECV)	\$3,240.00	
Service(s) Ordered under this Purchase:	IoT	Special Approval Sheet (Must Attach to File)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/> Toolbox	

☒ CHECK HERE IF Customer is eligible for Standard Rate Plan Changes and Standard Subsidy equipment for length of term

TABLE 1 - SERVICE(S) ⁵		Service Commitment (Months) ⁴	Cost Summary		
Initial Quantity (Activations)	Rate Plan Name	Term	MRC	MRC w/ Pricing Approval Detail ²	Total Customer MRC
20	MIFleet MFM00A Teltonika OBDII OpEx Device+Solution	36	\$11.00	\$11.00	\$220.00
20	Unlimited Fleet Connectivity Plan \$4.50	36	\$4.50	\$4.50	\$90.00
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)					\$310.00

TABLE 2 –EQUIPMENT PURCHASES ⁵ (WITHOUT RETAIL INSTALLMENT CONTRACT) ³			Equipment Service Commitment (Months) ⁴	Equipment Cost Summary			
Initial Quantity	Description	Upgrade Eligibility	Term	RETAIL COST (non-subsidized)	Subsidized Price	Special Approval (Subsidized) ²	Total
Grand Total Customer Equipment Cost (excludes applicable taxes)							0

☐ CHECK HERE IF Customer is activating Customer owned equipment ("COE")

☐ CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract ("RIC")

DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)	
Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	
Promotional Credits	Welcome Credits
Other Terms and Conditions	

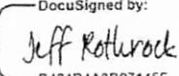
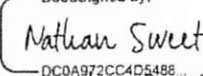
¹ If "yes", additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

² Requires USCC Special Pricing Approval. Additional terms may apply.

³ If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

⁴ Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10 and 11 of the MSA for full details.

⁵ If additional space is needed for purchases, please check "Additional Purchases-Service Order Form Addendum Attached" in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any "Grand Total" includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.

AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
USCC SERVICES, LLC Agreed and Acknowledged	<div>DocuSigned by:</div> <div>Signature: </div> <div>Printed Name: Jeff Rothrock</div> <div>Title: Business Area Manager</div> <div>Date: 7/27/2023 2:21 PM CDT</div>
Anderson County Government Agreed and Acknowledged	<div>DocuSigned by:</div> <div>Signature: </div> <div>Printed Name: Nathan Sweet</div> <div>Title: Director</div> <div>Date: 7/31/2023 11:12 AM CDT</div>

24-0024



Prepared by Sam Miller
Public Sector Account Manager
(865) 356-8984
sam.miller@uscellular.com

Anderson County Government
Nathan Sweet
Prepared on 07-27-2023
Estimate expires 08-10-2023

Your upfront cost
(\$1,200.00)

Your monthly cost
\$310.00/mo.

Plans that cost less and do more.

MONTHLY RECURRING COST

Product	Qty	Standard Offering	Subtotal	Price per Month
MIFleet MFM00A Teltonika OBDII OpEx Device+Solution	20	\$11.00	\$11.00	\$220.00
Unlimited Fleet Connectivity Plan \$4.50	20	\$4.50	\$4.50	\$90.00
Your monthly cost:				\$310.00

UPFRONT COSTS

Product	Qty	Standard Offering	Unit Price	Upfront Price
MF BTSID1-B iBeacon Device	20	\$20.00	\$20.00	\$400.00
Welcome Credits	20	(\$500.00)	(\$80.00)	(\$1,600.00)
Your upfront cost:				(\$1,200.00)

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on _____ by and between,
Andrew Lang (Employee) and Anderson County Emergency Medical Services
 (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

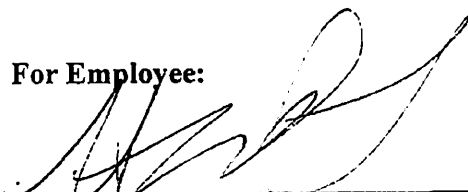
24-0025

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

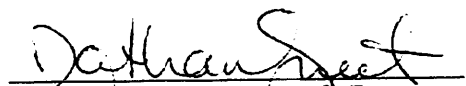

Signature


Print Full Name

Date: 8/2/23

Address: -

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 8/2/23

Approved as to Form:

County Law Director

24-0026



TENNESSEE ORTHOPAEDIC CLINICS

Tennessee
Orthopaedic
Clinics, PC
Professional

Services Agreement

This Agreement, made and entered on August 1, 2023 documents the agreement between, Anderson County for Anderson County High School and Clinton High School (hereinafter, "School") and Tennessee Orthopaedic Alliance, Knoxville Market (hereinafter, "Contractor") as follows:

Contractor Services. Contractor agrees to provide services to facility in the form of professional services as follows: Certified Athletic Trainer (ATC), for duties listed on Attachment A for each high school listed above.

Contractor agrees to perform the services in a manner consistent with the standard in the industry, following NATA guidelines and Tennessee State License regulations.

It is agreed that during the term of this agreement, the Contractor will maintain professional malpractice insurance for the errors and omission of the ATC.

Term. The term of this agreement shall begin on the 1st day of August, 2023 and end on the 31st day of July, 2026. This agreement may be renewed under the same terms and conditions, subject to the approval of both parties. The term of the renewed contract may not be longer than the term of the original contract. Either party may terminate the Agreement in the event of breeches, defaults, failure to perform, or any other reason by providing 30 days written notice to the other party.

Contractor Compensation. The School will compensate the Contractor \$5,000 per contract year for each high school listed above for a total of \$10,000. Compensation will be paid no later than 31st day of August.

Insurance. School shall keep in force at its own expense for so long as this agreement remains in effect public liability insurance with companies and in form reasonably acceptable to Contractor for the benefit of Contractor and Facility with the minimum limits of \$1,000,000 on account of bodily injuries to or death of one (1) person and \$2,000,000 on account of bodily injuries to or death of more than one (1) person as the result of any one accident or disaster, and property damage insurance with minimum limits of \$500,000. The policy or policies shall contain a clause providing that the insurer will not cancel or change the insurance without first giving Contractor thirty (30) days prior written notice and shall name Contractor as an additional insured.

Indemnification. Facility shall, and hereby agrees to, indemnify and hold Contractor harmless from any and all claims, actions, damages, expenses (including without limitation reasonable attorney's fees) and all liability whatsoever arising out of or in any way connected with injury (including death) or property damages to any person or entity, arising from the services provided by Contractor hereunder, other than those which may arise from (a) willful misconduct or negligence of Contractor or its agents, (b) any breach by Contractor of any of its representations, covenants or obligations contained herein, or (c) any

Attachment A

- **Contractor will provide the following:**
 - A Certified Athletic Trainer, Licensed by the State of Tennessee. (Contractor will pay all salary, benefits, and malpractice coverage costs for the ATC).
 - Timely access for referrals to Specialist within TOC.
 - The ATC will be immediately supervised by the contractor's Sports Medicine Coordinator (SMC), and have regular communication with the appropriate members of the Schools' athletic administration.
- **The ATCs responsibilities will include, but are not limited to:**
 - Prevention, recognition, evaluation and care, rehabilitation and reconditioning of athletic injuries.
 - Communicates with athletes, parents, coaches, high school administration and physicians regarding athlete's status and ability to return to competition. (All communication must be conducted within the bounds of HIPAA and Tennessee Orthopaedic Clinics Policies and Procedures.)
 - Coverage of home-scheduled High School events and in season practices. This could include weekend or evening coverage and possibly away-scheduled events per the decision of the ATC and school Athletic Director. In the event of multiple home events, the ATC will be located at the event associated with higher injury risk.
 - Pre-game preparation with student athletes.
 - Maintains proper and relevant documentation as it relates to patient care, including all outgoing referrals and injury reports.
 - Refer athletes for appropriate diagnostic and follow-up procedures and subsequent injury tracking.
 - Communicate with physical therapists and physicians regarding patients' conditions, treatments, protocols and progress.
 - Generating and implementing Home Exercise Programs.
 - Assist school in planning and coordinating annual Pre-Participation Physical Exams.
 - Performing injury screenings for athletes, staff and students.
 - Adherence to all Tennessee Orthopaedic Clinics policies and procedures is mandatory as is the strict adherence to federal and state mandates such as HIPPA and OSHA, as well as, the TN State Concussion Law.
 - Perform other duties related to the qualifications and requirements of the job.
- **The School will provide the following:**
 - Recognition of Tennessee Orthopaedic Clinics as the official provider of Orthopedic and Athletic Training Services for Schools/Anderson County Schools
 - Exclusive sideline/practice access to Contractor and its agents, no other medical personnel are permitted without direct approval of Contractor, except for EMS.
 - An area in the School dedicated to the Athletic Training Service
 - Sports schedules as soon as they become available in order to assure medical coverage. Changes in the schedule will be communicated at the earliest possible time.
 - Medical supplies for the onsite care of injuries
 - A computer for documentation, record keeping and communication if possible
 - A land-based phone for communication if possible.

Representative Representative

Tennessee Orthopaedic Alliance, Knoxville Market

Anderson County Schools

Date

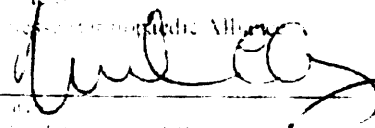
Date

Modifications. This contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature pages of this contract.

It is understood that in entering into this Agreement the employer/employee relationship is not restricted to any one of the Contractor or the A/C and the School District, but is a continuing relationship. Agreements by A/C and SMC and by the agents and employees of the Contractor and the relationship between the Contractor and the School shall be that of an independent contractor.

Contractor

Anderson County Medical Alliance


Michael T. Casey, MD
President

101 S. Main St.

Clinton, TN 37716

Phone: (865) 463-2800

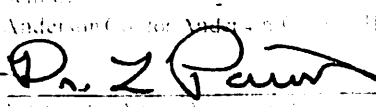
Cell: (865) 463-2800

SSN: 000000000

8/4/23

School

Anderson County Anderson County, TN


Tim Parrott
Director of Schools

101 S. Main St.

Clinton, TN 37716

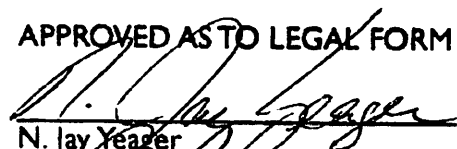
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8/4/23

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director