

**AGENDA**  
**GREENE COUNTY LEGISLATIVE BODY**  
**Monday, December 16, 2019**  
**6:00 P.M.**

The Greene County Commission will meet at the Greene County Courthouse on Monday, December 16, 2019 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

**Call to Order**

- \*Invocation - Commissioner Josh Kesterson
- \*Pledge to Flag - Commissioner Teddy Lawing
- \*Roll Call

**Public Hearing**

- Mike Davis, Partnership Specialist with U.S. Census Bureau
- Joel Hausser

**Approval of Prior Minutes**

**Reports**

- Financial Report from Board of Education
- Reports from Solid Waste Dept.
- Committee minutes

**Election of Notaries**

**Old Business**

- Employee of the Month

**Resolutions**

- A. A resolution to add Sugar Cane Lane to the official Greene County road list (second reading)
- B. A resolution to amend the General Fund 2019-2020 Fiscal Year budget \$2,487 for carryover funds received in prior fiscal years as contributions to the Greene County Health Department
- C. A resolution authorizing the Greene County Sheriff's Department to sale surplus ammunition to the Town of Greeneville
- D. A resolution authorizing the County Mayor in cooperation with the Town of Greeneville officials to enter into an agreement with GFL Lakeway Sanitation and Recycling MSW LLC DBA GFL Environmental for the operation of the transfer station and transportation & disposal of solid waste
- E. A resolution amending the Greene County zoning resolution regarding manufactured/mobile homes in Greene County, Tennessee

**Other Business**

- Appointment of Sangela Blue to the Greeneville/Greene County Public Library Board of Directors

**Adjournment**

Closing Prayer - Commissioner Tim White

\*\* ALL OFFICES IN COURTHOUSE & ANNEX WILL BE CLOSED ON TUESDAY, WEDNESDAY AND THURSDAY,  
DECEMBER 24 - DECEMBER 26 FOR THE CHRISTMAS HOLIDAY \*\*

\*\*DEADLINE FOR SUBMISSION OF RESOLUTIONS FOR THE NEXT COMMISSION MEETING WILL BE JANUARY 9<sup>TH</sup>  
AT 12:00 NOON \*\*

\*\*THE NEXT COUNTY COMMISSION MEETING WILL BE TUESDAY, JANUARY 21, 2019 DUE TO MARTIN LUTHER  
KING JR DAY\*\*

## REGULAR COUNTY COMMITTEE MEETINGS

<b><u>DECEMBER 2019</u></b>				
MONDAY, DEC 2	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE	
WEDNESDAY, DEC 4	1:00 P.M.	BUDGET & FINANCE	ANNEX	
WEDNESDAY, DEC 4	3:30 P.M.	DEBRIS	ANNEX	
THURSDAY, DEC 5	3:30 P.M.	PERSONNEL POLICIES COMMITTEE	ANNEX	
TUESDAY, DEC 10	9 – 11:00 A.M.	CONGRESSMAN ROE'S FIELD REPRESENTATIVE	ANNEX	
TUESDAY, DEC 10	1:00 P.M.	PLANNING	ANNEX	
TUESDAY, DEC 10	3:30 P.M.	911 BOARD	ANNEX	
MONDAY, DEC 16	8:30 A.M.	INSURANCE COMMITTEE	ANNEX	
MONDAY, DEC 16	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE	
TUESDAY, DEC 17	9:00 A.M.	911 BOARD	RESCUE SQUAD	
TUESDAY, DEC 24	HOLIDAY	ALL OFFICES CLOSED	COURTHOUSE & ANNEX	
WEDNESDAY, DEC 25	HOLIDAY	ALL OFFICES CLOSED	COURTHOUSE & ANNEX	
THURSDAY, DEC 26	HOLIDAY	ALL OFFICES CLOSED	COURTHOUSE & ANNEX	
<b><u>JANUARY 2020</u></b>				
WEDNESDAY, JAN 1	HOLIDAY	ALL OFFICES CLOSED	COURTHOUSE & ANNEX	
TUESDAY, JAN 7	3:00 P.M.	INVESTMENT COMMITTEE	ANNEX	
WEDNESDAY, JAN 8	1:00 P.M.	BUDGET & FINANCE	ANNEX – DOWNSTAIRS	
THURSDAY, JAN 9	3:00 P.M.	EMS BOARD	ANNEX – DOWNSTAIRS	
TUESDAY, JAN 14	9 – 11:00 A.M.	CONGRESSMAN ROE'S FIELD REPRESENTATIVE	ANNEX	
TUESDAY, JAN 14	1:00 P.M.	PLANNING	ANNEX	
WEDNESDAY, JAN 15	3:00 P.M.	ANIMAL CONTROL	ANNEX	
SATURDAY, JAN 18	HOLIDAY	CLERK'S OFFICE CLOSED	ANNEX	
MONDAY, JAN 20	HOLIDAY	ALL OFFICES CLOSED	COURTHOUSE & ANNEX	
TUESDAY, JAN 21	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE	
WEDNESDAY, JAN 22	8:30 A.M.	INSURANCE COMMITTEE	ANNEX	
TUESDAY, JAN 28	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX	

**\*\*THIS CALENDAR IS SUBJECT TO CHANGE\*\***



# **GREENE COUNTY SOLID WASTE GAS/ MILEAGE REPORT** **FISCAL YEAR '20 JULY**

TRUCK #	YEAR	MAKE	Beginning Mileage	Ending Mileage	Fuel/gas	Fuel/diesel	Fuel Cost	Miles. Traveled	USE
1	2019	MACK	31244	33112		538.497	1497.33	1868	FRONT LOADER
2	2004	MACK	272052	273642		379.112	1080.73	1590	FRONT LOADER
3	2013	F-250	119650	121555		161.291	471.87	1905	DEMO/METAL
4	1985	IH DUMP	269533	269693		22.074	61.35	160	ROCK TRUCK
5	2001	F-150	161796	162005	24.128		56.07	209	CENTER TRUCK
6	1997	F-350	264950	264950				0	SPARE
7	2000	MACK	297800	297852		38.706	108.34	52	FRONT LOADER
8	2018	MACK	36280	38264		356.267	990.08	1984	FL/ RECYCLE
9	2006	MACK	80750	80750				0	ROLL OFF
12	2008	F-250 4 X 4	142090	143087	73.548		171.4	997	CENTER TRUCK
13	1984	C-10	78769	79924	100.385		232.27	1155	SERVICE
14	2014	MACK	81833	83678		371.619	1032.74	1845	ROLL OFF
15	2014	MACK	140357	140357				0	ROLL OFF
16	2014	MACK	50878	54125		100.859	278.68	3247	ROLL OFF
17	2014	MACK	88841	91543		571.182	1619.61	2702	ROLL OFF
19	2007	F-250 4 X 4	207133	207271				138	SERVICE
20	2001	CHEVY VAN	112973	113243	26.021		58	270	VAN INMATES
21	2007	MACK	200000	200000		74.115	209.18	0	FRONT LOADER
22	2001	F-350	263354	265393		149.283	414.87	2039	DEMO/Metal
23	2001	MACK	417954	418532		26.506	293.02	578	FRONT LOADER
25	2003	F-350	236514	237160		67.617	187.91	646	MAINTENANCE
Shop Fuel									
<b>TOTALS</b>					<b>224.082</b>	<b>2857.128</b>	<b>8763.45</b>	<b>21385</b>	

FL= FRONT LOADER

# GREENE COUNTY SOLID WASTE

## COMPACTOR TONS PER DAY

WEEK OF 11/1/18					11/1/2019	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON					17.99	17.99
BAILEYTON						0
CLEAR SPRINGS						0
CROSS ANCHOR						0
DEBUSK						0
GREYSTONE						0
HAL HENARD						0
HORSE CREEK						0
MCDONALD						0
OREBANK						0
ROMEO						0
ST. JAMES					4.81	4.81
SUNNYSIDE					6.57	6.57
WALKERTOWN						0
WEST GREENE						0
WEST PINES						0
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	0	0	0	0	29.37	29.37

# GREENE COUNTY SOLID WASTE

## COMPACTOR TONS PER DAY

WEEK OF 11/4/19	11/4/2019	11/5/2019	11/6/2019	11/7/2019	11/8/2019	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	19.02				20.33	39.35
BAILEYTON	6.01			5.32		11.33
CLEAR SPRINGS			8.69			8.69
CROSS ANCHOR		6.41			5.8	12.21
DEBUSK	8.62				6.39	15.01
GREYSTONE	8.27			5.35		13.62
HAL HENARD	6.11	7.59		12.76		26.46
HORSE CREEK	9.87			8.02		17.89
MCDONALD	5.65			4.83		10.48
OREBANK			6.33			6.33
ROMEO	6.96		5.55			12.51
ST. JAMES			7.92			7.92
SUNNYSIDE			8.71			8.71
WALKERTOWN	8.79		7.07			15.86
WEST GREENE	19.83			15.48		35.31
WEST PINES		6.97			5.49	12.46
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	99.13	20.97	44.27	51.76	38.01	254.14

# GREENE COUNTY SOLID WASTE

## COMPACTOR TONS PER DAY

WEEK OF 11/11/19	11/11/2019	11/12/2019	11/13/2019	11/14/2019	11/15/2019	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	18.11				17.36	35.47
BAILEYTON	7.31			3.9		11.21
CLEAR SPRINGS						0
CROSS ANCHOR			6.06			6.06
DEBUSK			7.44			7.44
GREYSTONE		7.05				7.05
HAL HENARD	7.06	6.7		10.39		24.15
HORSE CREEK	9.36				6.25	15.61
MCDONALD	6.61			3.39		10
OREBANK			6.61			6.61
ROMEO	7.54		3.87			11.41
ST. JAMES		6.7	1.59		2.73	11.02
SUNNYSIDE		9.11				9.11
WALKERTOWN	9.11		3.92			13.03
WEST GREENE	21.2			11.77		32.97
WEST PINES			7.04			7.04
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	86.3	29.56	36.53	29.45	26.34	208.18

# GREENE COUNTY SOLID WASTE

## COMPACTOR TONS PER DAY

WEEK OF 11/18/19	11/18/2019	11/19/2019	11/20/2019	11/21/2019	11/22/2019	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	17.57				19.71	37.28
BAILEYTON	6.63					6.63
CLEAR SPRINGS		8.52		4.73		13.25
CROSS ANCHOR		8.24			6.44	14.68
DEBUSK	8.82				7.08	15.9
GREYSTONE	7.45			4.58		12.03
HAL HENARD	15.46			14.27		29.73
HORSE CREEK	9.82			6.28		16.1
MCDONALD	7.23			4.15		11.38
OREBANK		6.59				6.59
ROMEO	7.84		4.65			12.49
ST. JAMES			6.93			6.93
SUNNYSIDE			9.22			9.22
WALKERTOWN	8.7		6.50			15.2
WEST GREENE	22.55			14.18		36.73
WEST PINES		8.2			4.89	13.09
CHUCKEY-DOAK						0
MOSHEIM		9.56				9.56
WEST GREENE HS						0
GRAND TOTAL	112.07	41.11	27.3	48.19	38.12	266.79



# GREENE COUNTY SOLID WASTE

## COMPACTOR TONS PER DAY

WEEK OF 11/25/19	11/25/2019	11/26/2019	11/27/2019	11/28/2019	11/29/2019	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	13.62		15.65			29.27
BAILEYTON	4.53				6.77	11.3
CLEAR SPRINGS						0
CROSS ANCHOR			6.32			6.32
DEBUSK			8.3			8.3
GREYSTONE		6.76				6.76
HAL HENARD	8.45				9.55	18
HORSE CREEK	7.38				9.89	17.27
MCDONALD	4.88				5.85	10.73
OREBANK		5.7				5.7
ROMEO	5.83		6.55			12.38
ST. JAMES		5.46	3.87			9.33
SUNNYSIDE	7.39		5.78			13.17
WALKERTOWN	7.91		7.96			15.87
WEST GREENE	17.07				24.59	41.66
WEST PINES			8.79			8.79
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	77.06	17.92	63.22	0	56.65	214.85

THANKSGIVING  
DAY

## GREENE COUNTY SOLID WASTE

### COMPACTOR TOTALS FOR NOVEMBER 2019

AFTON	159.36
BAILEYTON	40.47
CLEAR SPRINGS	21.94
CROSS ANCHOR	39.27
DEBUSK	46.65
GREYSTONE	39.46
HAL HENARD	98.34
HORSE CREEK	66.87
MCDONALD	42.59
OREBANK	25.23
ROMEO	48.79
ST. JAMES	40.01
SUNNYSIDE	46.78
WALKERTOWN	59.96
WEST GREENE	146.67
WEST PINES	41.38
CHUCKEY-DOAK	0
MOSHEIM	9.56
WEST GREENE HS	0
GRAND TOTAL	973.33

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC  
 AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO  
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF  
 NOTARY PUBLIC DURING THE DECEMBER 16, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. CHRISTI BOLTON	525 MEADOWVIEW RD MOSHIEIM TN 378183620	423-422-9484	114 W SUMMER ST GREENEVILLE TN 377434924	423-638-2121	
2. PAMELA BALDWIN CARPENTER	625 CEDAR CREEK CAVE RD GREENEVILLE TN 37743	423-636-8810			
3. LESTER CARL FORD	2175 MOUNT CARMEL RD MOSHIEIM TN 37818	423-470-2032	400 SOUTH MCKEE STREET GREENEVILLE TN 37745	423-470-2032	
4. ZACHARY WAYNE FOROPOULOS	6165 CHUCKEY PIKE CHUCKEY TN 376416265	731-695-6851	3811 E ANDREW JOHNSON HWY GREENEVILLE TN 377450629	423-787-7110	
5. TERESA ANN GAMMONS	4300 PATES HILL RD MOSHIEIM TN 378185542	423-422-7955	PO BOX 970 GREENEVILLE TN 377440970	423-639-0131	
6. QUARRINNA N WISECARVER	175 TURNER LN MOHAWK TN 378105405	423-312-2621	100 NEVADA AVE GREENEVILLE TN 377453435		

*Dea Dugout*  
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

12-3-19

DATE



**A RESOLUTION TO ADD SUGAR CANE LANE TO THE OFFICIAL  
GREENE COUNTY ROAD LIST  
(Second Reading)**

**WHEREAS**, Sugar Cane Lane is located in the 24<sup>th</sup> Civil District, of Greene County, Tennessee intersecting with Buckingham Road and dead ends; and

**WHEREAS**, Sugar Cane Lane is approximately .11 miles in length and is located in the Sugar Run Subdivision, a subdivision approved by the Greene County Planning Commission; and

**WHEREAS**, Sugar Cane Lane is a new road having been built to subdivision standards as required by the Greene County Planning Commission and verified by the Greene County Highway Department; and

**WHEREAS**, after a review of this road by Kevin Swatsell, the Greene County Highway Superintendent who confirms that this road has in fact been constructed to subdivision standards as noted above, it appears that adding Sugar Cane Lane to the official Greene County road list is in the best interest of the County and in compliance with the County requirements for new roads to be added to the Greene County road list and maintained by the Greene County Highway Department.

**NOW THEREFORE BE IT RESOLVED**, by the Greene County Legislative Body meeting in regular session on the 16<sup>th</sup> day of December, 2019, a quorum being present and a majority voting in the affirmative, to add Sugar Cane Lane as described above to the official Greene County road list, this being the second reading.

\_\_\_\_\_  
Road Committee  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

*Roger A. Woolsey*  
\_\_\_\_\_  
County Attorney

A.

**A RESOLUTION TO AMEND THE GENERAL FUND 2019-2020 FISCAL YEAR BUDGET  
\$2,487 FOR CARRYOVER FUNDS RECEIVED IN PRIOR FISCAL YEARS AS  
CONTRIBUTIONS TO THE GREENE COUNTY HEALTH DEPARTMENT**

- WHEREAS** the Greene County Health Department received a restricted donation of \$4,744 in the fiscal year 2011-2012 honoring Tony Williams for his public service in the Wood Ministry of which \$150 was expended during the during fiscal year ended June 30, 2012; \$1,507 was expended during the fiscal year ended June 30, 2013; \$501 was expended during the fiscal year ended June 30, 2014; and \$603 was expended during fiscal year June 30, 2015 leaving a balance of \$1,983 to carryover for future periods and;
- WHEREAS** The Greene County Health Department received an additional restricted donation of \$2,300 in the fiscal year 2015-2016 honoring David Andrew for his public service in the Wood Ministry of which \$1,796 was expended during fiscal year ended June 30, 2016 leaving a balance of \$504 to carryover for future periods and;
- WHEREAS** the restricted donation has a balance of \$2,487 available to be budgeted in the current fiscal year; and
- WHEREAS** the Health Department wishes to expend the remaining funds of \$2,487 during the current fiscal year; and
- THEREFORE,** let the General Fund Budget be amended as follows:

**INCREASE BUDGETED FUND BALANCES**

34530 Restricted for Public Health & Welfare	<u>\$2,487</u>
<b>Total Increase in Budgeted Fund Balances</b>	<u><u>\$2,487</u></u>

**INCREASE IN APPROPRIATIONS**

55110 Local Health Center	
340 Medical and Dental Services	<u>\$2,487</u>
<b>Total Increase in Appropriations</b>	<u><u>\$2,487</u></u>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>th</sup> day of December, 2019, a quorum being present and a majority voting in the affirmative, that the General Fund budget be amended as above.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Budget and Finance Committee

Sponsor

  
\_\_\_\_\_  
County Attorney

B.

**RESOLUTION AUTHORIZING THE GREENE COUNTY SHERIFF'S  
DEPARTMENT TO SALE SURPLUS AMMUNITION  
TO THE TOWN OF GREENEVILLE**

WHEREAS, the Greene County Sheriff's Department now has standardized department issued 9 caliber Glock pistols for all deputies; and

WHEREAS, The Sheriff's Department presently has in inventory fifteen cases of 40 caliber Winchester ammunition (thirteen cases of full metal jacket, 180 grain) and two cases of 40 caliber Winchester Ranger ammunition, (duty issue, 165 grain) that is surplus and is no longer needed by the Department; and

WHEREAS, in discussions with the representatives of the Town of Greeneville, the Sheriff's Department has negotiated the sale and transfer of the surplus ammunition to the Town of Greeneville's Police Department for \$1,500.00 for the fifteen cases of 40 Caliber Winchester full metal jacket, 180 grain ammunition and \$250.00 for the two cases of 40 caliber Winchester Ranger full duty issue 165 grain ammunition, for a total price for the surplus ammunition \$1,750.00; and

WHEREAS, *T.C.A. §12-2-420* provides for the transfer of surplus personal property among government entities provided said transfer is approved by the governing bodies involved in the transaction; and

WHEREAS, it would appear that the sale of the ammunition described above that is surplus would be in the best interest of both governmental entities.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 16<sup>th</sup> day of December, 2019, a quorum being present and a majority voting in the affirmative, that the Greene County Sheriff is authorized to sell and transfer the above specified surplus ammunition to the Town of Greeneville at the price stated above.

BE IT FURTHER RESOLVED that the budget be amended to allocate the proceeds from the sale of the ammunition as follows:

**Greene County Attorney**  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781

C.

44530	Sale of Equipment	\$	1,750
-------	-------------------	----	-------

**\$ 1,750**

54110	SHERIFF'S DEPARTMENT		
431	Law Enforcement Supplies	\$	1,750

**\$ 1,750**

County Attorney

**Greene County Attorney**  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781

**RESOLUTION AUTHORIZING THE COUNTY MAYOR IN COOPERATION WITH  
TOWN OF GREENEVILLE OFFICIALS TO ENTER INTO AN AGREEMENT WITH  
GFL LAKEWAY SANITATION AND RECYCLING MSW LLC DBA GFL  
ENVIRONMENTAL FOR THE OPERATION OF THE TRANSFER STATION AND  
TRANSPORTATION & DISPOSAL OF SOLID WASTE**

WHEREAS, the County Mayor with the assistance of the County Attorney representing Greene County and Town of Greeneville officials have had discussions and negotiations with GFL LAKEWAY SANITATION AND RECYCLING MSW LLC DBA GFL ENVIRONMENTAL (hereafter referred to as GFL) concerning the operation of Greeneville/Greene County Transfer Station and the transportation to and/or disposal of solid waste at the Class I landfill owned by GFL in Hamblen County, Tennessee; and

WHEREAS, Greene County and the Town of Greeneville publicly requested competitive sealed proposals for the operation of their transfer station and for the transportation to and/or disposal of their solid waste. GFL submitted its sealed proposal to provide these services and Greene County and the Town of Greeneville deemed that it was in the best interest of their citizens to negotiate with GFL; and

WHEREAS, officials with Greene County and the Town of Greeneville after extensive research and negotiations have developed a proposed agreement with GFL pertaining to the services GFL shall perform with respect to the operation of the Greene County/Greeneville transfer station and for the transportation to and/or disposal of Greene County/Greeneville waste to GFL's Landfill; and

WHEREAS, negotiations are continuing that would facilitate a longer contract/agreement at a more favorable price per ton rate for solid waste.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in regular session on the 16<sup>th</sup> day of December, 2019, a quorum being present and a majority voting in the affirmative, that the County Mayor with the advice of the County Attorney for Greene County, Tennessee is authorized to continue negotiations and enter into an

**Greene County Attorney**  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781

**D.**



agreement with GFL for the operation of Greeneville/Greene County Transfer Station and the transportation to and/or disposal of solid waste at the Class I landfill owned by GFL in Hamblen County, Tennessee similar to the agreement attached as Exhibit "A" to this resolution (subject to negotiated more favorable provisions).

Budget and Finance Committee  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

Roger C Woolsey  
County Attorney

**Greene County Attorney**  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781

# EXHIBIT

## "A"

### AGREEMENT PERTAINING TO THE OPERATION OF TRANSFER STATION AND TRANSPORTATION & DISPOSAL OF SOLID WASTE

THIS AGREEMENT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2019 by and between the COUNTY OF GREENE, TENNESSEE (hereinafter  
called "County") and the TOWN OF GREENEVILLE, TENNESSEE (hereinafter called "Town.")  
(the County and Town are sometimes referred to collectively as "Municipalities"), and GFL  
LAKEWAY SANITATION AND RECYCLING MSW LLC DBA GFL ENVIRONMENTAL, a  
Tennessee corporation, (hereinafter called "GFL").

WHEREAS, the Town, on behalf of the Municipalities, solicited proposals for the operation of the  
Greeneville-Greene County Transfer Station and transportation & disposal of mixed solid waste  
and non-hazardous special waste;

WHEREAS, GFL submitted its proposal dated September 20, 2019; and the Municipalities deem  
that it was in the best interest of their citizens to negotiate with GFL;

WHEREAS, the Municipalities desire to engage GFL to operate their transfer station and transport  
& dispose of the Municipalities' mixed solid waste and non-hazardous special waste at the GFL  
Landfill, and GFL desires to provide such services for the Municipalities in accordance with and  
subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and  
covenants, the Municipalities and GFL, each intending to be legally bound with an effective date  
of January 1, 2020, agree as follows:

#### 1.0 DEFINITIONS

- 1.1. Proposal Documents - The Advertisement for Proposals, Proposal Documents, and  
GFL's Proposal, a copy of which are attached as Collective Exhibit A hereto.
- 1.2. GFL Landfill - The Solid Waste disposal site located at 5155 Enka Highway in  
Hamblen County, Tennessee.
- 1.3. Disposal Fee - The Amount set forth in Section 9.1 hereof, as adjusted, charged by  
GFL for the performance of disposal services hereunder.
- 1.4. Governmental Approvals - All permits, licenses and approvals required for the  
operation and/or expansion of the GFL Landfill.

- 1.5. Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or by any appropriate State agency having jurisdiction by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law.
- 1.6. Municipal Waste or MSW - Any Solid Waste or approved Special Waste which is generated within the unincorporated areas of the County or the incorporated area of the Town but excluding demolition debris and other waste suitable for disposal at a Class IV landfill. MSW will be delivered to the Transfer Station by the Municipalities (or by any waste collection service operating under contract with the Municipalities) in waste collection vehicles containing only MSW.
- 1.7. Non-Conforming Waste - Any Hazardous Waste (except for *de minimis* quantities of Hazardous Waste contained in MSW which is of the type and quantity of Hazardous Waste normally expected to be found in MSW generated by producers at residential units) and any Special Waste which has not been approved by GFL and, if required, by any governmental agency having jurisdiction.
- 1.8. Solid Waste - Any garbage, trash, rubbish, brush and other waste material allowed to be accepted for disposal under the Governmental Approvals issued for the operation of the GFL Landfill but excluding any Non-Conforming Waste.
- 1.9. Special Waste - Any MSW which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by GFL or requires approval from the applicable regulatory State agency and GFL: Examples of such Special Waste types may include, but are not limited to: white goods consisting of refrigerators which are not CFC purged, mining wastes, fly ash, combustion ash, sludges, drill cuttings, asbestos, industrial wastes, pollution control residue, debris or contaminated soil.
- 1.10. Ton - 2,000 pounds.
- 1.11. Transfer Station – as used herein, refers to the permitted transfer station located at 1555 Old Stage Road, Greeneville, Tennessee 37745.

- 1.12. Demolition Landfill, C&D Landfill, or Class III/IV Landfill – as used herein, refers to the permitted class III/IV landfill located at 1555 Old Stage Road, Greeneville, Tennessee 37745.

## 2.0 SCOPE OF SERVICES

- 2.1 Operation of Transfer Station & Transportation of MSW. GFL, at its sole expense, shall provide all personnel, equipment, fuel, utilities and all other goods and services necessary to operate the Transfer Station in a legal, safe, and efficient manner in accordance with the terms herein set forth and transport the Municipalities' MSW accepted at the Transfer Station to the GFL Landfill.
- 2.2 Solid Waste Disposal. GFL shall furnish all labor, equipment and machinery necessary to provide MSW Disposal services at the GFL Landfill from and after the date hereof in accordance with and subject to the terms and conditions of this Agreement.

## 3.0 SOLID WASTE PLAN

The County and Town each agree that any and all solid waste plans developed and maintained by the County and Town pursuant to any applicable law or regulation shall reflect and be consistent with the terms and provisions of this Agreement.

## 4.0 OPERATION OF TRANSFER STATION

- 4.1 Compliance with Laws and Permits. GFL shall operate the Transfer Station throughout the term of this Agreement in compliance with all applicable federal, state and local laws, rules and regulations, and the terms and conditions of any permits, licenses and approvals issued for the operation of the Transfer Station. The Municipalities shall conduct all other MSW collection and transportation operations in compliance with all applicable federal, state and local laws, rules and regulations.
- 4.2 Use and Operation of Transfer Station. The Municipalities will use, and will cause all private contractors engaged by the Municipalities to use the Transfer Station for disposal of all MSW collected by the Municipalities or such private contractors (which private contractors shall be insured to the extent of the GFL requirements

hereunder) during the term and any and all renewal terms of this Agreement; provided, however, that the Municipalities and such private contractors may transport any such MSW directly to the GFL Landfill (rather than via the Transfer Station) in order to maximize operational efficiencies. Except for any Special Waste, which the generator may desire to handle in a different manner, GFL will allow and encourage the use of the Transfer Station by any municipality located within the County and any other public or private user with respect to any Solid Waste. GFL will cause all MSW accepted at the Transfer Station to be transported to the GFL Landfill for disposal hereunder; provided, however, in the event that disposal operations at the GFL Landfill have been temporarily suspended or access is not available, then the Municipalities may temporarily use any other permitted sanitary landfill until disposal operations at the GFL Landfill are resumed or access becomes available, as the case may be; in the event such suspension of operations or inaccessibility is due to any act or omission of GFL, and GFL cannot remedy the situation to the satisfaction of the Municipalities, GFL shall reimburse the Municipalities for any increase in the cost of disposal, including without limitation increased transportation cost, tipping fees, costs of delay and host fees. In the event that the Transfer Station is not in operation at any time, then the Municipalities will transport or cause to be transported all MSW collected by the Municipalities or the aforesaid private contractors directly (or via any other transfer station) to the GFL Landfill for disposal. In such instance, GFL shall reimburse the Municipalities for any increase in the cost of disposal, including without limitation increased transportation cost, tipping fees, costs of delay and host fees

- 4.3 Maintenance. GFL shall maintain in good condition and appearance the Transfer Station, including without limitation all fencing, landscaping, grounds and paved surfaces.
- 4.4 Transportation. GFL shall timely transport, or cause the transport of, all MSW collected at the Transfer Station to the GFL Landfill at its sole cost and expense. GFL may subcontract the transportation of the MSW to the GFL Landfill, however, the use of a subcontractor shall not release GFL from any of its obligations and GFL shall remain primarily responsible under this Agreement.

- 4.5 Secured Loads, Etc. GFL shall secure each load to be transported in accordance with good and sound practices to prevent spillage. GFL or its subcontractor shall use only such rolling stock that is safe and suitable for the transportation of solid waste and that is in compliance with all DOT regulations and other applicable regulations.
- 4.6 Drivers and Operators. GFL shall employ only such drivers and operators who have the necessary qualifications, licenses and experience to safely and legally load and transport solid waste over the public ways from the Transfer Station to the GFL Landfill.
- 4.7 Scales.
- 4.7.1 All waste transported to the Transfer Station by any person or entity shall be first weighed at the scale house with the weight, waste classification, transporter and originator identified and recorded.
- 4.7.2 The scales shall be operated by personnel employed by the Town with the County Mayor's approval at the equal expense of the Municipalities.
- 4.7.3 The scales shall be maintained by the Town at the equal expense of the Municipalities.
- 4.7.4 The scales shall be operated during the hours of the Transfer Station and/or Class IV Landfill is open.
- 4.7.5 Any waste classification made by the scale operator shall be subject to onsite verification by GFL.
- 4.7.6 All waste transported to the Transfer Station by any person or entity shall be subject to inspection by the scale operator and/or other representatives of the Municipalities. Such scale operator will, to the best of his or her ability, reject the delivery of any non-conforming waste noted by the scale operator.
- 4.8 Brush. The Municipalities may collect, process and distribute brush and other plant material at the location reserved by them for such purposes. GFL shall not collect or dispose of similar material except as part of Class I waste. The parties hereto agree to conduct their respective operations in a reasonable and cooperative manner so as not to unnecessarily interfere with the other's operations.

## 5.0 DISPOSAL SERVICES

- 5.1 Disposal Operations. From and after the Service Commencement Date (as hereinafter defined), GFL shall accept all MSW and such approved Special Waste delivered by the County and Town (or by any waste collection service operating under contract with either the County or Town) in waste collection vehicles containing only MSW (with any approved Special Waste being delivered in collection vehicles containing only such approved Special Waste except for commingled loads permitted by the State of Tennessee and in accord with Section 5.5 hereof) to the GFL Landfill for disposal. GFL shall have complete control and direction over all of the disposal operations and practices at the GFL Landfill subject, however, to the supervision of federal and state agencies having jurisdiction there over. This Agreement is for the performance of specific services described herein. Under no circumstance or condition shall the operation of the GFL Landfill by GFL in accordance with this Agreement be deemed a public function, nor shall the County, Town or any other person or entity, public or private, acquire any interest, ownership or otherwise, in any of the real or personal property, improvements or fixtures at the GFL Landfill by virtue of the Agreement.
- 5.2 Inspection of GFL Landfill. The Municipalities may, on a reasonable basis as the Municipalities deem necessary, make inspections of the GFL Landfill during normal business hours, however, such inspections shall be made only by authorized employees or agents of the Municipalities accompanied by the GFL site manager or any other person designated by the GFL site manager. Such inspections shall not unreasonably interfere with GFL's performance of any of its operations at the GFL Landfill.
- 5.3 Compliance with Laws. GFL shall at its sole expense conduct its services to be performed hereunder in accordance with all applicable federal and state laws, rules and regulations, including without limitation acquiring and maintaining appropriate permits and licenses, performing required monitoring, and payment of all annual maintenance fees, fines and penalties imposed by the State of Tennessee or the federal government. The County and the Town shall comply with reasonable work and safety rules which have been promulgated by GFL to govern operations at the

Transfer Station. The Municipalities, as the owners of the facilities, shall maintain the required performance bond/security for the Closed Class I Landfill and the Class IV Landfill.

5.4 Holidays / Hours. The following shall be holidays for purposes of this Agreement:

New Year's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

GFL may decide to observe any or all of the above-mentioned holidays by suspension of disposal services on the holiday. GFL, will give the Municipalities advance notice of GFL's observance of any holiday. Subject to any applicable regulatory agency requirement regarding hours of operation, the GFL Landfill will be open for the delivery of MSW Monday through Friday from 6:30 a.m. to 3:30 p.m. and on Saturday from 8:00 a.m. to 12:00 noon and GFL will use reasonable efforts to accommodate any afterhours delivery of MSW on an emergency basis so long as such accommodation does not occur on an ongoing basis or will not result in a violation of any applicable regulatory agency requirement. In addition, GFL shall maintain an office or make other arrangements acceptable to the Municipalities so that a responsible person may be contacted between the hours of 4:45 a.m. and 6:00 p.m. for the resolution of complaints by either Municipality.

5.5 Special Waste. If the Municipalities accept special waste then the Municipalities shall require each generator of Special Waste, in addition to any label, marking, manifest or other such documentation required by any applicable law, regulation or permit, to provide to GFL, in advance of any shipment of Special Waste to be disposed of by GFL, and a detailed written physical and chemical description or analysis of the Special Waste including, without limitation, a listing of unique characteristics and safety procedures, if such exists, that would be of significance to the handling of such Special Waste. This information shall be provided through MSDS sheets or TCLP tests together with an approved Special Waste permit from the applicable State regulatory agency (hereafter "required information"). The



Municipalities shall promptly furnish to GFL any information regarding known, suspected or planned changes in composition of any such Special Waste. Such Special Waste shall not be delivered to GFL for disposal until such required information and representative sampling are analyzed and approved by GFL. GFL shall have the right to reject loads of bulky Special Wastes if in GFL's judgment such loads would disrupt any normal operating procedures. With respect to Special Waste generated by the Town or the County, the Town and the County, respectively, warrant that all of such Special Waste specified by it in the required information and delivered to the GFL Landfill shall conform to the descriptions set forth on the required information. With respect to any Special Waste not generated by either of the Municipalities and delivered to the Greeneville Transfer Station for transportation to the GFL Landfill for disposal (hereinafter referred to as "Non-Municipality Special Waste"), (a) the Town warrants that the Town shall not alter or disturb any of such Non-Municipality Special Waste in any manner which would result in such Non-Municipality Special Waste not conforming to the description set forth on the required information for such Non-Municipality Special Waste, and (b) the County warrants that the County shall not alter or disturb any of such Non-Municipality Special Waste in any manner which would result in such Non-Municipality Special Waste not conforming to the description set forth on the required information for such Non-Municipality Special Waste. With respect to any Special Waste permitted by the State of Tennessee to be commingled with any non-special MSW, (a) the Municipalities shall provide GFL copies of all of the generator's permits allowing such commingling, and (b) subject to the foregoing terms and provisions of this Agreement, such commingled Special Waste may be handled and transported as non-special MSW to the extent allowed by such permits.

- 5.6 Non-Exclusive Use of GFL Landfill. The use of the GFL Landfill by the Municipalities shall be nonexclusive and, in addition to the disposal of MSW pursuant to this Agreement, GFL shall have the absolute and unrestricted right to accept for disposal any waste materials brought to the GFL Landfill by any other municipality or other body, corporation, person or other entity, public or private, for disposal, and GFL shall also have the absolute and unrestricted right to establish

from time to time all fees (except for the Disposal Fee established hereunder), deductions, discounts, credits and allowances, and charge and retain such fees, for disposal of any waste material.

- 5.7 Inspection of MSW. GFL shall have the right to inspect any incoming loads of MSW delivered to the GFL Landfill for compliance hereunder and reject any Non-Conforming Waste. The County and Town shall be responsible for the removal and proper disposal of all such Non-Conforming Waste at the Municipalities' expense.
- 5.8 Priority Disposal/ Extrication / Breakdown Assistance. GFL will provide the Municipalities' transportation vehicles with priority dumping over GFL's route collection vehicles at the GFL Landfill. GFL will extricate any Municipality vehicle which may become stuck at the landfill; extrication shall be by means of pulling only. In addition to any liquidated damages hereinafter provided, GFL shall be responsible for all damages caused to any stuck vehicle in an area where GFL was directing the driver. GFL shall provide mechanic roadside assistance for minor mechanical breakdowns inside the landfill not to exceed \$200 in costs per incident and all other costs and expenses shall be borne by the Municipalities.
- 5.9 Maintenance of Disposal Site Infrastructure; Efficiency. GFL shall maintain the working face and all access roads in such a condition that will not impede the off-loading of MSW at the disposal site. GFL will maintain and operate the GFL Landfill in the manner reasonably necessary to minimize the Municipalities' transportation and dumping time.
- 5.10 Municipality Complaints. GFL shall respond to all complaints from either Municipality within 24 hours. GFL shall also resolve all complaints within said 24-hour period, except such matters which reasonably cannot be resolved in such time period, and in such event, such matter shall be resolved as promptly as reasonably possible.

## 6.0 EFFECTIVE DATE

This Agreement shall be effective upon the execution of this Agreement by the Municipalities and GFL, and the delivery of MSW by the Municipalities to the GFL Landfill and performance of

disposal services by GFL hereunder in accordance with the terms and provisions hereof and shall commence on January 1, 2020 (the "Service commencement Date").

7.0 INDEMNITY

7.1 Indemnity by GFL

7.1.1 GFL will indemnify and save harmless the County and Town from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by the County or Town, as the case may be, to the extent resulting from any of the following: (i) any uncured breach by GFL of any of its agreements hereunder, and (ii) any negligent act or omission of GFL, its employees or agents in the performance of services under this Agreement; provided, however, that GFL shall not be obligated to indemnify the County or Town from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of the County or Town or of any of their officers, agents, servants, employees or contractors or to the extent resulting from any breach by the County or Town of any of their agreements hereunder.

7.1.2 GFL agrees to indemnify and save harmless the County and Town from all liability (including reasonable attorney fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund), the Resource Conservation and Recovery Act of 1976, and comparable state law, incurred as the result of the disposal under this Agreement after the date hereof of MSW at the GFL Landfill. GFL's indemnity agreement under this subparagraph 7.01 (b) shall be null and void as to an indemnified party to the extent that the otherwise indemnified liability is based upon a determination that Non-Conforming Waste has been delivered by said party to the GFL Landfill. The Municipalities and GFL shall each give written notice (or electronically followed by written notice if the situation requires immediate attention) to the other party immediately upon

becoming aware of the delivery of such Non-Conforming Waste to the GFL Landfill.

- 7.2 Indemnity by Municipalities. To the extent allowed by law, the County and the Town will, respectively, indemnify and save harmless GFL from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by GFL to the extent resulting from any of the following: (a) any uncured breach by it of any of its agreements hereunder, and (b) any negligent act or admission of it or any of its officers, agents, servants, employees or contractors; provided, however, that the County or Town shall not be obligated to indemnify GFL from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of GFL or of any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach by GFL of any of its agreements hereunder.

## 8.0 TERM / TERMINATION

- 8.1 Term. This Agreement is for an initial term of five (5) years from and after the Service Commencement Date. This Agreement shall automatically renew upon the same terms and conditions then in effect for one (1) five (5) year renewal term unless the Municipalities or GFL shall give written notice of termination (such termination to be effective upon the expiration of the initial term or any such renewal term, as the case may be) to the other party at least sixty (60) days prior to the expiration of the initial term of this Agreement.
- 8.2 Termination by Municipalities. In the event that at any time during the term of this Agreement the Municipalities may engage a third party to finally dispose of and transport all MSW in any manner other than by landfilling waste (i.e. an incinerator or other technology) at a cost savings of greater than fifteen percent (15%) compared to both the Disposal Fee and the transportation cost hereunder then in effect, then the Municipalities shall have the right (a) to terminate this Agreement by giving GFL at least one hundred eighty (180) days advance written notice to GFL prior to the effective date of termination; and (b) to terminate this Agreement

on thirty (30) days advance written notice given to GFL within ninety (90) days following the end of any month in which three (3) or more incidents have occurred giving rise to liquidated damages provided for in Section 14.0 hereof. Any such termination ((a) or (b)) shall require the approval of the governing bodies of the Municipalities.

9.0 BASIS AND METHOD OF PAYMENT / ADJUSTMENTS

9.1 Disposal Fees. Beginning January 1st of the specified year:

9.1.1 Per ton pricing for the disposal of Class I MSW:

2020 – \$18.25	2025 - \$20.64
2021 - \$18.71	2026 - \$21.16
2022 - \$19.17	2027 - \$21.69
2023 - \$19.65	2028 - \$22.23
2024 - \$20.14	2029 - \$22.79

9.1.2 Per ton pricing to operate the Municipalities' Transfer Station & transport MSW to the GFL Landfill:

2020 – \$19.00	2025 - \$21.49
2021 - \$19.48	2026 - \$22.03
2022 - \$19.96	2027 - \$22.58
2023 - \$20.46	2028 - \$23.15
2024 - \$20.97	2029 - \$23.73

9.1.3 The foregoing schedule notwithstanding, GFL shall not charge the Municipalities a higher fee than that charged to any other customer for disposal of waste originating within the boundaries of Greene County, Tennessee. In addition, GFL shall provide the Municipalities' an annual allowance of one hundred (100) "fee free" tons for semi-annual county-wide clean-up events which shall be taken at the discretion of the Municipalities.

9.2 Taxes, Etc. In addition to the Disposal Fee, as adjusted, GFL shall have the right to charge an additional amount to reflect any tax (excluding sales taxes), fee, levy, charge, and surcharge (including, but not limited to, the current Tennessee

surcharge of \$1.25 per Ton and any increases therein) payable to the State of Tennessee or any federal regulatory authority, agency or body on or with respect to any MSW disposed of at the GFL Landfill or any services performed hereunder.

9.3 Regulatory and Other Changes. GFL may also petition the Municipalities at any time to increase the Disposal Fee, insurance costs and increases in costs (including, without limitation, overhead and profit) resulting from (a) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof), (b) orders, judgments or directives of any court or governmental body or instrumentality thereof, (c) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site and (d) other contingencies beyond GFL's reasonable control; provided, however, that the Municipalities may approve or disapprove, in their sole discretion, any such petition by GFL.

9.4 Billings to Municipalities. GFL will provide a single invoice to the Municipalities on a monthly basis on or before the tenth (10<sup>th</sup>) day of each month for all disposal services rendered during the preceding calendar month (or, at GFL's option, on a weekly basis for disposal services rendered during the preceding calendar week) and the Municipalities will remit payment for each invoice without set-off or deduction to GFL. within thirty (30) working days of the date of such invoice. Such billing for MSW shall be based on the Disposal Fee as adjusted pursuant to Sections 9.1,.1 9.1.2 and 9.1.4 hereof. With respect to waste directly transported to the GFL landfill by the County or the Town, neither shall be responsible for the other as the same shall not be a joint obligation under this agreement and the default of one shall not constitute a default of the other. Without limiting the foregoing, neither the County nor the Town shall be responsible for payment to GFL of the disposal fee attributable to the other's directly transported waste. Nothing herein shall limit the County's responsibility to pay tipping fees for the Town's residential waste to the solid waste joint venture of the County and Town commonly known as "The Greeneville-Greene County Solid Waste Transfer Station."

## 10.0 INSURANCE

GFL and the Municipalities shall maintain in full force and effect Employer's Liability, Workmen's compensation, Public Liability and Property Damage insurance. Before commencement of work hereunder, GFL and the Municipalities will furnish the other with certificate(s) of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

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

GFL shall carry the foregoing types of insurance in at least the limits specified on the Insurance Checklist included in the Proposal Documents.

#### 11.0 DEFAULT

Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach and the party breaching shall have failed to commence to cure such breach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement.

#### 12.0 NON-CONFORMING WASTE

This Agreement relates solely to the disposal of MSW and excludes any Non-Conforming Waste and, therefore, the Municipalities, respectively and to the extent

allowed by law, agree to defend, indemnify and hold GFL harmless from and against any and all damages, penalties, fines and liabilities resulting from or arising out of Non-Conforming Waste collected and generated by the indemnifying party; provided, however, that in the event the Town has not breached any of its warranties under Section 5.5 above, the Town shall not be obligated to indemnify GFL with respect to any Non-Conforming Waste contained in any loads of Non-Town Special Waste. In like manner, if the County has not breached any of its warranties

under Section 5.5 above, the County shall not be obligated to indemnify GFL with respect to any Non-Conforming Waste contained in any loads of Non-County Special Waste.

13.0 MISCELLANEOUS.

- 13.1 Transferability. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by either of the Municipalities without the express prior written consent of GFL or by GFL without the express prior written consent of the Municipalities, except that GFL without the consent of the Municipalities may assign and delegate any of its rights and obligations under this Agreement or subcontract the performance of any services to be rendered hereunder to any affiliated corporation or other entity which Controls, or is controlled by, or is under common control with GFL, provided however, GFL shall remain liable to the Municipalities for the faithful performance of all its obligations hereunder.
- 13.2 Force Majeure. The obligations of GFL, its assigns and subcontractors hereunder are subject to and excused in the event of the occurrence of any contingency beyond the reasonable control of GFL, its assigns or subcontractors including, with limitation, (1) strikes, riots, wars, acts of God, accidents, (ii) compliance with any future (whether newly enacted or amendment of any existing) law, regulation, order or decree in effect after the date hereof, and (iii) the modification, denial, loss, suspension, expiration, termination, revocation or failure of issuance or renewal of any permit, license or other governmental approval regarding the use, operation, expansion or closure of the GFL Landfill,
- 13.3 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable there shall be added as a part of this Agreement a term, clause or provision as similar in



terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal and enforceable.

- 13.4 Cumulative Remedies. All rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver of any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.
- 13.5 Independent Contractor: No Agency. GFL will act hereunder as an independent contractor and not as an agent, partner or joint venture of either of the Municipalities. Similarly, neither of the Municipalities is an agent, partner or joint venture of GFL or empowered or authorized to obligate GFL in any way.
- 13.6 Performance Bond. GFL will furnish a corporate surety bond as security for the performance of this Agreement in the amount of \$2,000,000.00 on the Service Commencement Date. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.
- 13.7 Notices. Unless otherwise specified herein, notices required hereunder shall be sufficient if deposited in the United States mail, postage prepaid, addressed to the applicable party as follows:

County of Greene, Tennessee  
Attn: Mayor  
204 North Cutler Street  
Greeneville, Tennessee 37745

Town of Greeneville, Tennessee  
Attn: Mayor  
200 North College Street  
Greeneville, Tennessee 37745-5096

GFL LAKEWAY SANITATION AND RECYCLING MSW LLC dba GFL  
ENVIRONMENTAL  
Attn: David Duke  
P. O. Box 1894

- 13.8 Entire Agreement. This Agreement and the Exhibit hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement shall control in the event of any conflict between the terms and provisions of this Agreement and the Proposal Documents. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties.
- 13.9 Assignment. This Agreement may not be assigned to any party without written consent of the other parties, such consent not to be unreasonably withheld.
- 13.10 Partnerships. Nothing herein shall be construed to create any co-venture or partnership between the parties and shall for all purposes be treated as an independent contractor of the County and an independent contractor of the Town.
- 13.11 Non-Compete. During the term of this Agreement GFL shall neither directly nor indirectly compete with the Municipalities, or either of them, in the collection of solid waste within the geographic boundaries of Greene County except for the collection of special wastes and recyclables.

#### 14.0 LIQUIDATED DAMAGES

The affected Municipalities, acting jointly by and through the Greene County Mayor and the Greeneville City Administrator, shall be entitled to liquidated damages of \$200 per incident for each violation by GFL of the provisions of any of Sections 5.4, 5.8, 5.9 and 5.10. Notice of any such incident shall be in a writing addressed to GFL and mailed by way of certified mail return receipt requested.

[Signature page follows.]

IN WITNESS WHEREOF, the Municipalities and GFL have entered into this Agreement of the day and year first above written.

APPROVED AS TO FORM:

COUNTY OF GREENE, TENNESSEE

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
County Mayor

APPROVED AS TO FORM:

TOWN OF GREENEVILLE, TENNESSEE

\_\_\_\_\_  
Town Attorney

By: \_\_\_\_\_  
City Administrator

GFL LAKEWAY SANITATION AND  
RECYCLING MSW LLC dba GFL  
ENVIRONMENTAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

<i>Current Rates Today</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Transfer Station Operations & Hauling	\$19.82	\$20.32	\$20.82	\$21.34	\$21.88
<i>19.97</i> Landfill MSW	\$19.42	<u>\$19.91</u>	\$20.40	\$20.91	\$21.44
Combined MSW/TS Operations	\$39.24	\$40.22	\$41.23	\$42.26	\$43.31
C&D	\$17.11	\$17.54	\$17.98	\$18.43	\$18.89

<i>Original Bid Rates Rates</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Transfer Station Operations & Hauling	\$19.00	\$19.48	\$19.96	\$20.46	\$20.97
Landfill MSW	\$18.25	\$18.71	\$19.17	\$19.65	\$20.14
Combined MSW/TS Operations	\$37.25	\$38.18	\$39.14	\$40.11	\$41.12
C&D	\$18.25	\$18.71	\$19.17	\$19.65	\$20.14

Option 1 (2.5% Adjustment years 2-5)	Year 1	Year 2	Year 3	Year 4	Year 5
Transfer Station Operations & Hauling	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08
Landfill MSW	\$21.90	\$22.45	\$23.01	\$23.58	\$24.17
Combined MSW/TS Operations	\$41.90	\$42.95	\$44.02	\$45.12	\$46.25
C&D	\$18.25	\$18.71	\$19.17	\$19.65	\$20.14

Option 2 (4% Adjustment years 2-5)	Year 1	Year 2	Year 3	Year 4	Year 5
Transfer Station Operations & Hauling	\$20.00	\$20.80	\$21.63	\$22.50	\$23.40
Landfill MSW	\$20.60	\$21.42	\$22.28	\$23.17	\$24.10
Combined MSW/TS Operations	\$40.60	\$42.22	\$43.91	\$45.67	\$47.50
C&D	\$18.25	\$18.98	\$19.74	\$20.53	\$21.35

Option 3 (New Account using 2.5% CPI)	Year 1	Year 2	Year 3	Year 4	Year 5
Transfer Station Operations & Hauling	\$23.65	\$24.24	\$24.85	\$25.47	\$26.11
Landfill MSW	\$18.25	\$18.71	\$19.17	\$19.65	\$20.14
Combined MSW/TS Operations	\$41.90	\$42.95	\$44.02	\$45.12	\$46.25
C&D	\$18.25	\$18.71	\$19.17	\$19.65	\$20.14

The contract will be no more than  
Option 2.

We are ~~not~~ negotiating a  
better rate.

**A RESOLUTION AMENDING THE GREENE COUNTY ZONING RESOLUTION  
REGARDING MANUFACTURED/MOBILE HOMES IN GREENE COUNTY,  
TENNESSEE**

**WHEREAS**, the Greene County Commission adopted a zoning resolution which included provisions for establishing policies regarding the transportation and placement of manufactured/mobile homes within the unincorporated territory of Greene County, Tennessee and regulations for the use of property therein;

**WHEREAS**, the Greene County Commission realizes that any zoning plan must be changed from time to time to provide for the continued efficient and economic development of the County; and

**WHEREAS**, Greene County has continued to have issues with the transportation (the moving of), placement, setup, and occupancy of manufactured/mobile homes in the unincorporated territory of Greene County; and

**WHEREAS**, the Greene County Health and Safety Board proposed to the Greene County Planning Commission that the provisions of the Greene County Zoning Resolution as it relates to the placement and transportation of manufactured/ mobile homes be amended as outlined and specified below; and

**WHEREAS**, Public Notice requirements pursuant to T.C.A. § 13-7-105(b)(1) have been complied with;

**NOW, THEREFORE BE IT RESOLVED** by the Greene County Legislative Body, meeting in regular session, on the 16<sup>th</sup> of December, 2019, a quorum being present and a majority of the full county commission membership voting affirmatively to amend the Greene County Zoning Resolution as follows, the Greene County Zoning Resolution is hereby amended as follows:

Greene County Attorney  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781

**Section 510 through 510.3 to be amended as follows.**

510. Placement of Manufactured/Mobile Homes. It shall be the responsibility of each person or company doing business as a mobile home dealer or mover to insure that the requirements of the Greene County Zoning Resolution are met prior to placing a manufactured/mobile home on any lot in the unincorporated territory of Greene County or removing a manufactured/mobile home from any lot in the unincorporated territory of Greene County.

510.1 Each manufactured/mobile home dealer or mover shall obtain a building permit from the county building commissioner prior to placing a manufactured/mobile home on any lot in the unincorporated territory of Greene County and permit must be posted in home while in transit and remain in structure until Certificate of Occupancy is issued.

510.2 Each manufactured/mobile home dealer or mover shall underpin and construct decks on each manufactured/mobile home placed in a neat and attractive manner. Materials used for underpinning and decks shall be new. Wood, metal, vinyl, brick stone or other approved material. The underpinning and decks shall be completed within ninety (90) days after issuance of the permit. The manufactured/ mobile home shall not be occupied until all requirements have been

**E.**

met and manufacture/mobile home's setup is completed and a Certificate of Occupancy has been issued.

510.3 If a property owner or any other person desires to remove a manufacture/mobile home (new, used or salvage) from any property/parcel in the unincorporated territory of Greene County, either to transport said manufactured/mobile home to a new site or location in Greene County or to move the manufactured/mobile home to another county, state, or demolition yard (or for any other purpose), the manufactured/mobile home must be moved by a licensed mobile home mover or transport company. The manufactured/mobile home mover or transport company must, before hooking to the manufacture/mobile home, secure a moving permit from the office of the Greene County Building Official. There is no charge for the moving permit. The moving permit shall list the following:

1. Owner of the manufactured/mobile home and address where the manufactured/mobile home is presently situated.
2. The name, address, telephone number, and license number of the licensed mobile home mover or transport company.
3. An accurate description of the mobile home to be moved, including the make, model and year of manufacture, and VIN number as well as a reasonable description of the color, length and width of the manufactured/mobile home to be moved.
4. This moving certificate shall be attached to mobile home before it is moved and/or transported on any road, street or highway in Greene County, Tennessee.

510.4 Manufactured/mobiles homes notwithstanding their condition are not permitted to be used as an accessory structure for storage or otherwise in the unincorporated territory of Greene County.

**EFFECTIVE DATE.** These amendments, shall take effect on the 1<sup>st</sup> day of January, 2020, the welfare of the County requiring it.

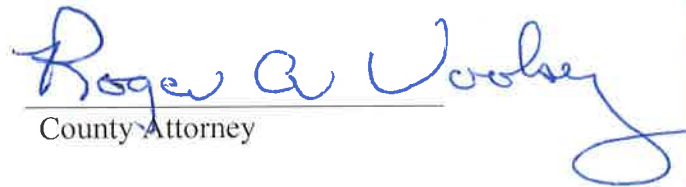
Greene County Planning Commission

Sponsor

\_\_\_\_\_  
County Mayor

Greene County Health and Safety Board

Sponsor

  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Clerk

Greene County Attorney  
Roger A. Woolsey  
204 N. Cutler St.  
Greeneville, TN 37745  
Phone: 423-798-1779  
Fax: 423-798-1781