

Solid Waste Plan Five Year Update



Lawrence County Municipal Solid Waste Planning Region

May 2001

SCTDD

SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT

a regional community and economic development agency serving 13 counties and 36 cities

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Lawrence County Five-Year Update to Municipal Solid Waste Regional Plans

Chapter 1: Summary

INFORMATION ABOUT THE REGION

The Solid Waste Management Act of 1991 required that all counties form a single or multi-county solid waste planning region. Though approached by several surrounding counties to join a multi-county region, Lawrence County found a single county region to be in their best interest. At the time, Lawrence County had its own landfill and did not feel that they would benefit from joining with surrounding counties. The Lawrence County Municipal Solid Waste Planning Board includes all respective municipalities. The Lawrence County Municipal Solid Waste Planning Board works hard to find ways to reduce its solid waste disposal capacity by 25%. The Lawrence County Municipal Solid Waste Planning Board is made of seven members from throughout the county.

SUMMARY OF REGIONAL NEEDS

Regional needs to be met by the implementation of this plan include: (1) improving recycling and diversion rates, (2) educating the public on the available facilities and programs within their region, and (3) improving the collection and management of problem wastes.

GOALS AND OBJECTIVES

The goals of the Lawrence County Municipal Solid Waste Planning Region are continue education programs within the community. The Region would like for the public to become more aware of the availability of solid waste facilities. In addition, the Region would like to continue encouraging community involvement in recycling efforts as well as industrial involvement. All of these goals are essential to meeting the 25 % reduction goal.

CURRENT AND PROPOSED SOLID WASTE MANAGEMENT

Included in this is the proposed map of the implementation schedule illustrating current and planned facilities and programs. (See attachment #1).

The Lawrence County Municipal Solid Waste Planning Board in conjunction with Lawrence County has begun the closure of its existing landfill. In order to have a more efficient closure and a smooth transition from county managed disposal to private disposal, Lawrence County began to look into their disposal options almost a year before actual closure. This planning provided enough time to adequately assess the community's solid waste disposal needs and research potential disposal options. Lawrence County entered into a solid waste disposal contract with Waste Services of Decatur County on March 5, 2001. Waste Services agreed to close the Lawrence County landfill and maintain it upon closure, as well as, provide solid waste disposal services upon closure of the existing landfill. Lawrence County is extremely pleased with the transition and has seen that future planning can eliminate problems with solid waste management and disposal. (See attachment #2 for a copy of new solid waste contract)

COLLECTION AND TRANSPORTATION

Currently, all municipalities in the region provide door-to-door pickup at least once a week. Lawrence County has a transfer station/ convenience center for all county residents. Waste Services is in charge of disposal for the Region once the County landfill is closed. Upon landfill closure, the Region's solid waste will be transported to Decatur County for disposal. (See attachment # 3 for flow diagram).

WASTE REDUCTION

There are several waste reduction programs in the region. The county provides drop-off recycling facilities the convenience center/transfer station. The City of Lawrenceburg operates a Class III/IV landfill that is available to all county residents.

DISPOSAL CAPACITY

Upon closure of the Lawrence County Landfill, the Region will be disposing of their solid waste in Decatur County Landfill. Decatur County Landfill is a private landfill owned by Waste Services and is located in Parsons, Tennessee. This facility has a life capacity of 25 years.

The City of Lawrenceburg operates a Class III/IV landfill which helps reduce Class I waste in the community. This facility has a life capacity of 1 year.

PUBLIC INFORMATION AND EDUCATION

Lawrence County has continued to develop public education programs to educate the public about waste reduction and recycling. Lawrence County has developed a strong relationship with area industries and has been able to gain access to recycling figures that are essential to the success of reduction efforts within the community. Lawrence County has a variety of education and awareness programs available to the community. David Smith works with area civic clubs to organize community clean-ups and promote litter prevention. In addition, the cities of Lawrenceburg and Loretto participate in Beautification projects that promote recycling, litter prevention, and waste reduction. David Smith also conducts educational programs for area schools.

PROBLEM WASTES

Problem Waste includes waste tires, automotive fluids, and lead acid batteries. Currently, the convenience center/transfer station located at 2126 Baler Drive, Lawrenceburg, Tennessee, provides collection for all problem wastes in Lawrence County. Lawrence County also regularly participates in the Household Hazardous Waste Day. (See attachment #4 for HHW Press Releases.)

BUDGET

See attached 10-year budget proposal. (See Attachment #5).

Chapter 2: General Information about the Region

1. **Identify the region by name, and list counties and municipalities that comprise the region.**

The region is the Lawrence County Municipal Solid Waste Planning Region.

Listing the counties and their municipalities that comprise the region.

A. Lawrence County
Municipalities

1. Lawrenceburg
2. Loretto
3. Ethridge
4. Iron City
5. St. Joseph

2. **Total population for the Lawrence County Region:**

A. Lawrence County- 39,926

Source: 2000 U.S. Census

3. **Provide a complete list of Regional Solid Waste Board members and their term expiration dates. Top the list by stating how many members are on the board (set by the original regional resolution) and whom they represent. Then include a current list of regional board members (and any vacant positions), term of office and expiration for each, whether appointed by a county executive or mayor (and name the jurisdiction represented), whether confirmed by a county commission, or city council, and the year confirmed. Identify the chairman.**

There are seven members on the Lawrence County Regional Solid Waste Board (Please see attachment #6 for original resolution. Please see attachment # 7 for current board members.)

A. Tim Perry, Chairman
1136 Ethridge Redhill Road
Lawrenceburg, TN 38464
(931) 762-8007

4. ***A. Has the Region formed a Part 9 Solid Waste authority?***

There is no Part 9 Solid Waste Authority in the Lawrence County Region.

B. Has the Region dissolved a Part 9 Solid Waste Authority?

No, the Lawrence County Region has not dissolved a Part 9 Authority.

5. ***Please list three contacts for Solid Waste Information for your region.***

The three contacts for Solid Waste in the Lawrence County Region are:

A. Steve Hill
Lawrence County Executive
NBU #1
240 West Gaines Street
Lawrenceburg, TN 38464
(931) 762-7700

C. Kathy Ryan
2126 Baler Dr.
Lawrenceburg, TN 38464
(931) 766-4469

B. Tim Perry
Chairman, Planning Region
1136 Ethridge Redhill Road
Lawrenceburg, TN 38464
(931) 762-8007

6. ***Briefly describe the activities and workings of the region's solid waste board and/or Part 9 Authority Board if one exists. Describe the Board meeting schedule, involvement with concerned entities in planning decisions, process for addressing the public, and timeliness of submittal of Annual Progress Reports and Solid Waste Plans. In addition to planning, does the Board meet its responsibilities with regard to permit review?***

The Lawrence County Municipal Solid Waste Planning Region meets once a year to approve the Annual Progress Report. In addition the board meets whenever necessary to meet the responsibility it has for permit review and to discuss the concerns of entities and planning decisions. The Annual Progress Report is processed and submitted to the State when it is due.

7. ***Describe the Region's rationale for formation (its decision to be either single or multi-county). Is the current structure satisfactory?***

At the time of formation, Lawrence County operated its own landfill and felt that the County would be served better by a single County Region. The County had the option to join in with other Counties' but chose to remain a single county region. The current structure is satisfactory.

8. **List all municipalities in the region that have door-to-door collection service. Include county and municipal population.**

<i>City/Town Name</i>	<i>County</i>	<i>1998 Population</i>
Lawrenceburg	Lawrence	10,796/39,926
Loretto	Lawrence	1,665/39,926
Ethridge	Lawrence	536/39,926
St. Joseph	Lawrence	829/39,926
Iron City	Lawrence	368/39,926

9. **Describe the region, generally, geographically, and demographically.**

The region comprises 617 square miles in Central Tennessee. It is bisected by Highway 64, a major traffic corridor from Chattanooga to Memphis. The majority of the commercial and industrial activity centers on the county seat, Lawrenceburg. The Region is comprised of 39,926 people and according to the 2000 U.S. Census has seen growth of 13.1 % over the last ten years. Much of the land throughout the county is used for agriculture. The David Crockett State Park comprises more than 1000 acres just outside of the City of Lawrenceburg. The state park, in addition to the large Amish community, bring vast numbers of tourists to the area. (See attachment #8 for map of region.)

10. **Does the Region (or Part 9 Authority, city or other jurisdiction within) charge a fee for solid waste services?**

Yes, the Solid Waste Region charge a fee of \$65.00 per year for Solid Waste Services.

11. **Describe the cost and revenues involved in public funding for solid waste programs and expenses in the Region. Be sure to include capital cost considerations, staffing requirements, and operating expenses. It may be best to go jurisdiction by jurisdiction (cities, counties, Part 9 authorities). Is the current system satisfactory? Are revenues meeting costs? What new expenses and/or new fees or revenues are needed or anticipated?**

Yes, the current system is satisfactory. Any costs that may occur will be discussed at the Lawrence County Municipal Solid Waste Regional Meeting.
(See Attachment #9 Budget)

12. *The Solid Waste Management Act states that each city, county, or Part 9 solid waste authority in the region shall use uniform financial accounting methods and account for solid waste activities with a named designated special revenue or enterprise fund (for publicly owned landfills or incinerators)[T.C.A. 68-211-874(a)]. Do all relevant jurisdictions in the region meet with this requirement?*

Yes, all relevant jurisdictions in the Lawrence County Municipal Solid Waste Region meet the requirement for financial accounting methods.

13. *Include a proposed 10-year solid waste budget for the region. See Appendix A for Instructions and sample budget sheet.*

A proposed 10-year solid waste budget for the Lawrence County Region is attached (See attachment #5).

14. *List the contacts in the region for information regarding solid waste budgets.*

The contact for the Solid Waste Budget is:

- a. Steve Hill
Lawrence County Executive
(931) 762-7700

Chapter 3: Waste Stream

1. *For the most recent calendar year, how many tons of solid waste were generated within the region and disposed of in Class I landfills or incinerators located in or out of the region? Please "show your work" by providing a breakdown of tonnage's and sources of information.*

Lawrence County

Lawrence County Landfill- Lawrence Co.	<u>22,190.30</u>
BFI Middlepoint- Rutherford Co.	<u>439.81</u>
Cedar Ridge-Marshall Co.	<u>335.61</u>
Total	22,965.72

2. *Estimate the percentage of the tons reported in #1 above using the following categories:*

Lawrence County:

Residential:	<u>38%</u>
Commercial:	<u>23%</u>
Industrial:	<u>35%</u>
Institutional:	<u>4%</u>
Other:	
Total	<u>100%</u>

3. *Estimate the percentage of the tons reported in #1 above using these categories:*

Lawrence County

Yard Waste:	<u>0%</u>
C/D Waste:	<u>11%</u>
Tires:	<u>0%</u>
Recyclables:	<u>5%</u>
White Goods:	<u>0%</u>
Regular Municipal Solid Waste:	<u>84%</u>
Total:	<u>100%</u>

4. **To calculate the total generated waste stream (for the most recent calendar year), first estimate tons annually reduced or diverted within the region.**

Lawrence County

(1) Source Reduction	tons
(2) Recycling	39,444.43 tons
(3) Diversion	7,500.00 tons
(4) Unmanaged Waste	tons

Unmanaged Waste?

5. ***Discuss any recent demographic trends that may affect waste disposal and generation figures in the region. Are large groups of people moving into or out of the area for any special reason?***

A large number of people have moved into the Lawrence County area in the last few years because of industry. According to the 2000 Census Report, Lawrence County has had a 13% population change since 1990. The recent growth in the Middle Tennessee Area has had a significant advantage on the Lawrence County area. Highway 64, a major traffic corridor that runs from Chattanooga to Memphis, bisects the county. This has helped to encourage industrial growth in the area which eventually results in population growth as people search for employment.

6. ***Discuss the economic condition of the region. Who are major employers? Is the unemployment rate high or low? What economic factors could affect the content and volume of the waste stream and waste reduction efforts in the region?***

The economic condition of the region is stable and growing. The middle Tennessee area is growing quickly and Lawrence County is seeing the benefits through increased industrial growth. The major industries in the area are Murray Ohio, Dura Manufacturing, Graphics Packaging, and Modine. Lawrence County's unemployment is 10%. More industries moving into the region could affect the volume and waste stream. There are two reasons the region could affect the waste stream one being more industries could be recycling their materials or new industries could move into the counties and cause more waste.

7. ***Please list the top five contributors to the overall waste stream generated in the region and disposed in Class I landfill or incinerators (reported in #1 of this chapter). This list should be an estimate based on local inquiry and landfill records. Bear in mind that often more than one disposal facility (either in or out of the county) serves the region. The list may include major industries,***

prisons, colleges, major medical facilities, airports, or other institutions. For urban areas, it may be necessary to list more than five to give a full view of the county situation. Provide the following information on each contributor listed:

Major Contributors to the region's Waste Disposal

- Contributor's Name
- Contact Name, Phone Number
- Waste Types
- Estimate amount of waste, in tons, disposed in any Class I landfill or incinerator during the past calendar year

Major Contributors to the Lawrence County Waste Stream are:

- A. Graphics Packaging
Jerry Ray, (931) 762-3587
Mixed Industrial
1,623.92
- B. Murray Ohio
Ray Ezell, (931) 766-01003
Mixed Industrial
1,265.72
- C. Dura Manufacturing
John Crawley, (931)762-2090
Mixed Industrial
1,097.58
- D. Modine
Jerry Yant, (931) 765-1675
Mixed Industrial
1, 000.00+

8. ***Do jurisdictions in the region have clean up and litter prevention programs in place such as litter grant programs? If yes, please describe the program or programs briefly and list the contacts you have with the programs.***

Yes, Lawrence has a litter grant program The program is organized by David Smith and inmates are utilized to clean county roads.

9. ***Legislation passed by the General Assembly in 1999 adds consideration of an "economic growth adjustment formula" analysis for reporting solid waste disposal figures and progress toward the 25% waste reduction and diversion goal from year to year. The economic growth formula would include factors like growth rate, employment rates, and taxable transactions in the region, in addition to population changes.***

Does the region perceive that this option would express progress on the State's 25% waste reduction goal in a more equitable fashion (a more fair representation of the Region's actual progress)? Explain your answer. (More information on the proposed economic growth adjustment formula will be available from the Division of Community Assistance).

Yes, the Lawrence County Municipal Solid Waste Planning Region feels that the Economic Growth Adjustment Formula would better express progress toward the State's 25% waste reduction goal because of the growth that the region has experienced. The employment rate and the growth rate have changed significantly.

10. ***Use of a new base year (1995) and a new goal year (2003) to achieve the 25% waste reduction and diversion goal are also in the 1999 legislation. Regions may provide documentation to adjust their 1995 base year figures for progress already made in ongoing reduction programs. Explain how the proposed base year change might affect your region.***

The Lawrence County Municipal Solid Waste Planning Region does not feel that the base year change will have any significant affect on their reaching the 25% reduction goal.

11. ***List each county, city, or Part 9 Authority in the region. Discuss current reduction or diversion programs sponsored by each and the success level enjoyed by the current programs. Be sure to include information about how and to what extent programs are funded or generated revenues. If the jurisdiction has a drop off program, tell about what types of materials are collected and how much. Be sure and detail any yard waste or composting programs as the Department intends to give additional emphasis to these programs in the future. List proposed programs and discuss ten year trends and needs. Discuss how the jurisdictions in the region work together. Describe education programs and opportunities in each jurisdiction and encouragement that the commercial and industrial sectors receive from these jurisdictions. These jurisdiction-by-jurisdiction descriptions should cover all the topics listed here plus any other that would fully explain efforts in the given jurisdiction.***

Lawrence County is the only county within the region. The cities within the region include Ethridge, Iron City, Lawrenceburg, Loretto, and St. Joseph.

Lawrence County operates one convenience center, which collect materials like, cardboard, household garbage, scrap metal, appliances, furniture, newspapers/magazines, aluminum cans, steel cans, tin cans, plastics, and glass. It is located at 2126 Baler Drive near the Lawrence County Landfill. All recyclables for the entire County are accepted at this location.

The county and its municipalities work well together. Solid Waste funding is provided by a \$65.00/year solid waste fee paid by all county residents. Future needs include increased recycling programs throughout the county and its municipalities. Also, the Lawrence County Regional Planning Board would like to see the possibility of bins for recycling at area schools in Lawrence County to help increase recycling numbers and promote waste reduction awareness. In addition, Lawrence County and Lawrenceburg are planning to initiate a wood waste diversion/mulching program this year.

Chapter 4: Collection and Transportation

1. *List collection services available in the region (in the county or counties and cities within) and basic information regarding the services. The table heading below provides an example of how the information could be shown. The first column, marked "Service," is for identification, like house-to-house, convenience centers, or green boxes. The second column "Available to" indicates who is served by the service like: the City of X (list county names if multi-county region), rural residents along Z Road and Y Pike, or individual customers. The third column describes who pays for the service, whether local government or individual customers. The fourth column provides for a brief description which may include a number (of convenience centers, for example) and general geographic description (like "one in the north and one in the south" or "throughout the county"). For private haulers, include the name of the hauler in the description column, the phone number, and number of trucks in the fleet serving this region. It is not necessary to make a line for each convenience center and for each green box in the county.*

Lawrence County Collection and Transportation

Service:	Available to:	Paid for by:	Description:
1 Convenience Centers	all county residents	County government	Located at 2126 Baler Drive, adjacent to Lawrence Co. Landfill
House-to-House & Business	Lawrenceburg Residents	Lawrenceburg Residents	operated by the City of Lawrenceburg
House-to-House	Loretto Residents	Loretto Residents	City of Loretto
House -to- House	Ethridge Residents	Ethridge Residents	City of Ethridge
House-to-House	Iron City Residents	Iron City Residents	City of Iron City
House-to-House	St. Joseph Residents	St. Joseph Residents	City of St. Joseph
House-to-House, Business, or commercial	all county residents (rural & businesses)	Resident or Business	Operated by various independent haulers

2. ***Describe how each county in the region meets the collection assurance requirements mandated in the Solid Waste Management Act of 1991 (T.C.A. 68-211-851). See Appendix B-8 for a fact sheet regarding minimum collection requirements.***

Yes, Lawrence County in the region meets the Collection assurance requirements mandated in the Solid Waste Act of 1991. The Cities of Ethridge, Iron City, St. Joseph, Lawrenceburg, and Loretto provide house-to-house pickup. The county is serviced by a number of private haulers who will provide pick-up in rural areas for a monthly fee. In addition, the City of Lawrenceburg also operates a Class III/IV facility.

3. ***Based on the information available and your experience working in the county, discuss collection needs in the region, and trends anticipated over the next ten years. This is your opportunity to discuss aspects of the county (or counties) collection system(s) that were perhaps missed in previous questions and to help planners with new directions the county and its region may wish to pursue. City systems within the region may also be relevant here. This is also a good place to discuss a system that is working particularly well.***

The Lawrence County Municipal Solid Waste Planning Region anticipates continued success with its waste disposal and reduction programs. The City of Lawrenceburg recently purchased a wood grinder and plans to implement a wood waste diversion/mulching program in the next year. Lawrence County is in the process of closing their landfill and has recently reached an agreement with Waste Services of Decatur County on a new solid waste disposal contract. The contract allows for the management, closure, and maintenance of the existing landfill and the disposal of the region's solid waste upon landfill closure. The Decatur County landfill has a life expectancy of 25 years and should meet the region's needs for years to come. The Lawrence County Municipal Solid Waste Planning Board and Lawrence County government have seen the positive results of planning ahead in the past year. Knowing that the closure of their landfill was eminent, plans to obtain a new solid waste disposal agreement went into action before the county was forced to make a decision. This allowed the county to survey all their options and choose what would best serve the residents and businesses in Lawrence County.

Chapter 5: Recycling

1. ***Does the region (or county, city, or Part 9 Authority within) have a recycling or waste reduction coordinator? If yes, please provide the following information:***

- ***Name***
- ***Title/Employer***
- ***Phone Number***
- ***Address***

Yes, the county has a recycling/waste reduction coordinator.

Name: Kathy Ryan
Title/Employer: Recycling Coordinator/Lawrence County
Phone Number: (931) 766-4469
Address: 2126 Baler Drive
Lawrenceburg, TN 38464

2. ***List the waste reduction programs in the region. The description should indicate whether the program is publicly or privately sponsored; if the program is open to all or to a limited group; if materials are dropped off or picked up; if the program is curbside; if the owner/sponsor is a government recycling or reduction program; etc.***

For each recycling program, please provide the following information:

Program Name: Lawrence County Recycling
Contact: Kathy Ryan
Phone Number: (931) 766-4469
Address: 2126 Baler Drive
Items Accepted: plastics, paper, newspaper, cardboard, glass, aluminum, metals, oil, and tires
Program Description: drop off recycling available during Convenience Center operating hours

3. ***Based on the information available and your experience working in the county, please describe progress and setbacks in recycling and reduction efforts in the region. Be sure and include marketing efforts on the part of local programs, their principal end-users, successes and failures in marketing and hope for assistance or change in marketing. Do jurisdictions in the region cooperate on marketing efforts? Feel free to describe unusual or successful programs that***

others may wish to emulate. Please include any future plans for additional recycling, reduction, or end-use programs you are aware of.

Lawrence County would like to see increased residential recycling. The Region has seen success in obtaining industry recycling totals, but would like to see the efforts of area residents increase. In past years, recycling in Lawrence County has seen its ups and downs. Marketing and price have an impact on the County's success, but Lawrence County and the employees of the landfill/recycling facility affect the general public's enthusiasm and support for recycling and waste reduction. Lawrence County and the Lawrence County Municipal Solid Waste Planning Region need to increase their efforts in the area of public education to inform the residents of our community of how crucial waste reduction and recycling are.

4. *The law requires that every county within the region have at least one recycling drop-off facility available to all county residents. The facility does not have to be publicly owned or collect a specified volume or type of recyclable. However, a collection facility must be available for a least one material that is actually recycled (marketed and reused). Please list recycling collection site(s) for each county in the region and describe the facility or program (a similar question is asked in regional annual progress reports).*

Lawrence County Drop-off Recycling

Site Name	County	Items Collected	Description
Lawrence County Convenience Center	Lawrence	cans, plastics #1 & #2, oil, white goods, scrap metal, bagged garbage, aluminum, cardboard, glass, tin, newspapers	2126 Baler Drive HOURS: M,T, Thur, Fri, Sat. 7-11 & 2-6 Closed Wed. & Sun.

Chapter 6: Disposal

1. ***Please list all the landfills, transfer stations, Municipal Solid Waste Incinerators, landfill Gas to Energy facility, and Energy facilities in the region.***

Name of Facility	Lawrence County Landfill*
Owner	Lawrence County
Operator/Contact	Steve Hill
Phone Number	(931) 762-7700
Address/Location/County	2126 Baler Drive, Lawrenceburg, Lawrence County 38464
Classification of Landfill	Class I
Yes, it meets Federal Subtitle D regulations	YES
Jurisdictions Served	Lawrence Co. and municipalities
Permit Number	SNL 50-102-0221
Tipping Fee per ton	N/A
Special Tipping Fees	
Materials the facility receives/limits	MSW, C & D, Special Waste
Does the facility produce energy?	NO
Transfer from where to where?	N/A

*** will become a transfer station upon landfill closure and waste will be transferred by Waste Services to Decatur County landfill.**

Name of Facility	Lawrenceburg Demolition Landfill
Owner	City of Lawrenceburg
Operator/Contact	Bobby Fox
Phone Number	(931) 762-3363
Address/Location/County	Adkins Lane, Lawrenceburg, TN 38464
Classification of Landfill	Class III/IV
Jurisdictions Served	Lawrence County and municipalities
Permit Number	DML 50-000-0024
Tipping Fee per ton	\$
Special Tipping Fees	
Materials the facility receives/limits:	yard waste and building materials
Does the facility produce energy?	No
Transfer from where to where?	N/A

2. ***Identify Class I waste exported from or imported to the region. Include origin and destination. Name the relevant county and region. The table headings below provide example formats for presenting your information.***
(Will begin exporting waste upon landfill closure.)

Class I Waste Exported

Exported from: County/Region/State	Imported to: Facility Name and Owner	Estimated Tonnage of Waste Exported to Disposal Facility
Lawrence County	Waste Services, Decatur County	95%

3. *Based on the information available and your experience working in the region, evaluate disposal needs. Is efficient disposal assured at a reasonable price for the ten year planning horizon? What changes in the disposal system are being contemplated? What changes should be contemplated with consideration to anticipated growth and disposal demands?*

Yes, efficient disposal is assured at a reasonable price for the ten year planning horizon. Decatur County Landfill currently has a life expectancy of 25 years.

4. *Of the facilities listed in this chapter, which have planned capacity assurance of less than ten years? Five years?*

The Lawrenceburg Class III/IV has a disposal capacity of approximately one year.

5. *Are all publicly held Class I landfills or incinerators in the region accounting for financial activities in an enterprise fund as required by law?*

Yes, the Lawrence County is accounting for financial activities in an enterprise fund as required by law.

Chapter 7: Problem Wastes

1. ***Has this county taken advantage of the State's household hazardous waste mobile collection service in the last two years? Please describe.***

Yes, Lawrence County has taken advantage of the State's household hazardous waste mobile collection service in the last two years. The program has been a success. Lawrence County has a Household Hazardous Waste Event planned for June 23, 2001.

2. ***Does a jurisdiction within the region operate a permanent household hazardous waste collection center? If yes, please provide the following information:***

No, a jurisdiction in the region does not operate a permanent household hazardous waste collection center.

3. ***Briefly discuss the region's (and jurisdictions within) level of success with household hazardous waste collection and level of satisfaction with the State program. Include changes area officials would like to make or see made. Describe plans for a local household hazardous waste program.***

Lawrence County and the municipalities located within the region are very satisfied with the State's program.

4. ***Describe the region's efforts to see that waste tire collection mandates are met. Bear in mind that at least one site (public and private) per county must be available to local citizens for the county or counties to be in compliance with the law. List the site(s) available. Describe what happens to waste tires in the region once they are collected.***

Waste tires are collected at the transfer station/convenience center. The tires are then taken to Mississippi by MAC's Tire Recyclers to be recycled for various uses.

COLLECTION SITE: 2126 Baler Drive
Lawrenceburg, TN 38464

5. ***Discuss the region's level of satisfaction with waste tire collection efforts in the area and the State waste tire program. What changes are foreseen? What changes are needed?***

The Region is very satisfied with the waste tire program. No changes are foreseen or needed in the program.

6. ***Do Counties in the region have a problem with waste tire dumping? If yes, describe specific sites and discuss the problem.***

The Region has seen a drastic decrease if not elimination of waste tire dumping since tire recycling has been initiated in the community. No sites can be identified as problem areas.

7. ***Describe the region's efforts to see that oil and auto fluid collection site mandates, and lead acid battery collection site mandates, are met. Bear in mind that at least one site (public or private) per county must be available to local citizens for the county or counties to be in compliance with the law. List the site(s) available.***

The Lawrence County convenience center accepts oil, other automotive fluids, and lead-acid batteries.

Collection Site: 2126 Baler Drive
Lawrenceburg, TN 38464

Chapter 8: SOLID WASTE EDUCATION

1. *Please list persons or organizations that are active in efforts to educate the public regarding solid waste matters in the region. It is appropriate to list a program like Keep Tennessee Beautiful (formerly Clean Tennessee), Keep America Beautiful, or Tennessee Solid Waste Education Program (TNSWEP). It is also appropriate to list individual like a reporter, an extension agent, a school teacher, or a local official who has made special efforts to help educate school children or adults in the county regarding solid waste issues. Include any in-house industrial solid waste education programs. Describe the nature of each effort and level of participation.*

- *Name*
- *Organization/sponsor*
- *County(ies)*
- *Phone Number*
- *Address*
- *Target participants*
- *Description of activities*

Lawrence County's programs include:

- *Name* David Smith
- *Organization/sponsor* Lawrence County Sheriff's Department
- *County(ies)* Lawrence County
- *Phone Number* (931)762-7700
- *Address* NBU #1, 240 W. Gaines St.
Lawrenceburg, TN 38464
- *Target participants* K-12 and adults
- *Description of activities* Meets with K-12 students throughout the county as well as numerous professional and social organizations. Utilizes materials from TNSWEP, Pathway's to Education Book, and Clean Tennessee to educate on recycling and solid waste.

- *Name* Ann Morrow
- *Organization/sponsor* Project 2000, Volunteer Coordinator
- *County(ies)* Lawrence County
- *Phone Number* (931)
- *Address*
- *Target participants* Community
- *Description of activities* Organizes community clean-ups and recycling programs that involve all ages within the community.

- *Name* Wayne Richardson
- *Organization/sponsor* E.O. Coffman Middle School
- *County(ies)* Lawrence
- *Phone Number* (931)762-5940
- *Address* 111 Oaks Fork Road
Lawrenceburg, TN 38464
- *Target participants* K-6, Community (Adults, children)
- *Description of activities* Implements programs on solid waste, recycling, and waste reduction education for E.O. Coffman Middle School. Programs include a Christmas tree recycling event in December, various Earth Day activities, etc. The programs not only involve students at the E.O. Coffman Middle School, but also encourage the general public to participate in recycling and reusing programs that, although they may be only an annual event, make the public aware of the need for reevaluating their waste disposal habits.

2. ***Based on the information available and your experience working in the region, please describe outstanding needs in the area of public solid waste education. What progress has been made and what is planned? Should more be done to keep the public informed? How can the State and technical assistance agencies assist in this effort? Has the county or its region filed an education action plan and made use of the Division of Community Assistance's Pathway's to Education book?***

Efforts have been made throughout the last five years to increase community involvement, yet the problem of community awareness of available facilities and programs still exists. Lawrence County is concentrating on roadside dumps, getting these sites cleaned up, and preventing illegal dumping in the future. The knowledge of available facilities and the convenience offered by those facilities will help increase community involvement in waste reduction. As is the case with most other surrounding counties, Lawrence County sometimes finds it difficult to market some recyclables. Lawrence County has made use of the Division of Community Assistance's Pathway's to Education book.

Chapter 9: FLOW CONTROL AND PERMIT REVIEW

- 1. *Does the region or jurisdiction within make any attempt to control the flow of waste? If yes, please explain.***

No, there is no attempt to control the flow of waste is made in the region.

- 2. *Does the region foresee any outstanding issues with regard to permit review or flow control?***

No, the region does not foresee any outstanding issues with regard to permit review or flow control.

CHAPTER 10: FIVE-YEAR PLAN UPDATE REVIEW

1. ***Describe the required public hearing held after the revised plan (Five-Year Update) was completed. The meeting should be held in a central location in the region and open to the general public. What day was the meeting held? Where? What was the level of participation? Summarize comments. Include a copy of the public notice, and indicate when and where it was published.***

The public meeting was held Monday May 21, 2001 at 5:30 p.m. at the Lawrence County Courthouse to discuss the Five Year Update to Municipal Solid Waste Regional Plans. Sara Brown of South Central Tennessee Development District reviewed the completed Five Year Update Plan. The floor was opened for questions and comments. All participants expressed appreciation for the Plan. The meeting was adjourned. Included is a copy of the public notice placed in the Lawrence County Advocate. Also, included is the sign in sheet from the public meeting. (See attachment #10).

2. ***Local planning commissions in the region should be made aware of the Five-Year Update and given an opportunity to review it. Was this done? Include comments and responses.***

All Planning Commission members were invited to attend both the public meeting explaining the Five-Year Update and the meeting of the Lawrence County Municipal Solid Waste Planning Board at which the plan was discussed and set forth for approval. At each meeting, planning board members were given an opportunity to review the Five-Year Update and make comments. All comments were favorable.

3. ***Please include a copy of a resolution from every county in the region approving the Five-Year Plan update. The Department will not approve your plan without this documentation. If a Part 9 Authority has been formed, please include a copy of the resolution of approval from the Authority Board of Directors.***

A copy of the resolution from the Board of County Commissioners of Lawrence County, Tennessee indicates that the Commission approved the Five Year Update to Marshall/Maury Ten Year Solid Waste Plan on May 22, 2001. (See attachment #11)

Table of Contents

1	Implementation Schedule	
2	New Solid Waste Contract	
3	Flow Diagram	
4	HHW Press Releases	
5	10 Year Budget Proposal	
6	Original Formation Resolution	
7	Current Board Members	
8	Map of Region	
9	Solid Waste Budget	
10	Public Meeting Information	
11	Resolution	
12	Signature Page	

Attachment #1

Implementation Schedule

Attachment #2

New Solid Waste Disposal Contract

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

THIS AGREEMENT (the "Agreement") is made and entered into this the 5th day of March, 2001, by and between Lawrence County, Tennessee, a governmental entity organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "County"), and Waste Services of Decatur, LLC, a limited liability company organized and existing under the laws of the State of North Carolina (hereinafter referred to as "WSD").

RECITALS

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

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

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

1. **DEFINITIONS.** The following definitions shall apply in this agreement.
 - 1.01 **Agreement Date:** The date this Agreement is made and entered into as shown in the preamble hereof.
 - 1.02 **Change in Law:** Means either (i) the enactment, adoption, promulgation, modification, or repeal after the Agreement Date, or implementation after the Agreement Date of any enactment, adoption, promulgation, modification or repeal occurring prior to the Agreement Date of any federal, state or local law, ordinance, code, rule, regulation or other similar legislation, or official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of the either Landfill or the Lawrence County Transfer Station or the processing, disposition or hauling of waste, or (ii) the change in interpretation by a court of law or appropriate governmental agency

after the Agreement Date, of any federal, state, or local law, ordinance, code, rule, regulation, official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of either Landfill or the Lawrence County Transfer Station, or the processing, disposition or hauling of waste, or (iii) the imposition, after the Agreement Date, of any material condition on the issuance, modification or renewal of any official permit, license or approval necessary for construction, performance testing or operation of the either Landfill or the Lawrence County Transfer Station which, in the case of either section 1.02 (i), (ii), or (iii) herein, either necessitates or makes advisable a capital project, or increases the Disposal Fees pursuant to Section 6 or qualifies as an Extenuating Circumstance under Section 11.05 either by: establishing requirements with respect to the operation or maintenance of either Landfill or the Lawrence County Transfer Station that are more burdensome than the most stringent requirements which are in effect on the Agreement Date, or which are agreed to by the County and WSD in any applications for official permits, licenses or approvals for either Landfill or the Lawrence County Transfer Station.

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

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

- 1.03 **Commission:** The County Legislative Body of Lawrence County, Tennessee.
- 1.04 **CPI:** The consumer price index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar agency if no longer published by that agency.
- 1.05 **Decatur County Landfill:** The sanitary landfill currently operated in Decatur County, Tennessee pursuant to Permit No. SNL-20-10-0254, located at Bath

Springs, Tennessee, and any future expansions or modifications thereto pursuant to the permit as presently issued, or as subsequently modified, revised or reissued to WSD's satisfaction.

- 1.06 **Disposal Fees:** The disposal fees set forth in Section 6 hereof, as such may be adjusted from time to time pursuant to section 7.2 hereof.
- 1.07 **Effective Date:** The date this Agreement shall become effective.
- 1.08 **Environmental Law:** Any federal, state, county or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect, including but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, any Superfund law, any regulations issued pursuant thereto, and any similar state, county or local laws or regulations issued pursuant thereto.
- 1.09 **Excluded Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste excluded by any applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to WSD's operation of the Decatur County Landfill.
- 1.10 **Facility:** The Decatur County Landfill, as defined in Section 1.05 herein.
- 1.11 **Force Majeure:** Any act, event or condition reasonably relied upon by WSD or the County as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required by WSD or the County under this Agreement, which act, event or condition is beyond the reasonable control of WSD or the County or its agents relying thereon, including, without limitation: (i) an act of God, interference by third parties with any solid waste disposal operations or any other duties of WSD, the County, or Decatur County pertaining to this Agreement or Addenda hereto, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, slowdown or similar industrial or labor action; (iii) an order or judgement (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgement which limits the duration of this Agreement to less than its Term as set forth in Section 8.01

herein, or which stays, invalidates, or otherwise affects this Agreement with respect to the delivery of Waste; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license, or other governmental approval required to operate either Landfill or the Lawrence County Transfer Station which does not result from any grossly negligent or willful act or omission of WSD or Decatur County; (v) a Change in Law, as defined in Section 1.02 herein; (vi) or WSD is for any reason (other than any reason resulting from WSD's grossly negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted, and any other payments that may become due owing under this Agreement.

- 1.12 **Hazardous Waste:** All materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Tennessee Department of Environment and Conservation, or any other agency pursuant to any Environmental Law, and all current and future amendments thereto and all regulations promulgated thereunder.
- 1.13 **Landfill:** Either the Lawrence County Balefill or the Decatur County Landfill or, collectively, both such landfills.
- 1.14 **Landfill Agreement:** The Agreement For Development And Use Of The Sanitary Landfill By and Between Decatur County, Tennessee and WSD, approved by Resolution of the Decatur County Commission on March 4, 1996, and executed by the parties thereto as of that date, together with any subsequent amendments, modifications or reaffirmations thereof or assignments or superceding actions taken with respect thereto.
- 1.15 **Lawrence County Balefill:** The sanitary balefill or landfill owned and operated by Lawrence County, Tennessee pursuant to Permit No. SNL50-102-0221
- 1.16 **Lawrence County Transfer Station:** A Solid Waste Transfer Station located in Lawrence County, Tennessee on real property owned by the County, with all improvements and fixtures thereon being owned by the County.
- 1.17 **Landfill Host County:** Decatur County, Tennessee.
- 1.18 **Person:** Any individual, partnership, firm, organization, corporation, limited liability corporation, association, governmental entity or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- 1.19 **Solid Waste:** Any garbage, refuse including without limitation recyclable materials when they become discarded, or sludge from either a waste water plant, water supply treatment plant, or air pollution control facility, and any other discarded materials, 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 which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954.

- 1.20 **Solid Waste Transfer Station:** A facility, including the buildings and all improvements and fixtures within or without the buildings, and all surrounding real property upon which same is located, for the transfer of Solid Waste and Special Waste from collection vehicles to transportation vehicles.
- 1.21 **Special Waste:** Includes sludges, bulky waste, pesticide wastes, medical waste, industrial processing wastes, hazardous wastes which are not subject to regulations under Department Rules 1200-1-11-03 through 1200-1-11-07, liquid waste, asbestos wastes, combustion wastes, and other solid wastes that are either difficult or dangerous to manage as determined by WSD. This term shall also include such other waste material (excluding Solid Waste) which WSD finds, in its discretion, following analysis, the results of which shall be made available to the County, to pose an unreasonable risk or danger to the operation or safety of the Landfill or the environment due to the chemical or physical characteristics of such waste.
- 1.22 **TDEC:** The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee designated to oversee the environmental activities of Tennessee, which, among other duties, regulates the disposal of solid waste, including any successor department or agency performing the same or similar duties.
- 1.23 **Ton:** 2000 pounds.
- 1.24 **Waste:** Solid Waste and Special Waste as defined herein.

2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County represents, warrants and agrees as follows:

- 2.01 **Existence and Good Standing:** The County is (and will continue to be throughout the Term as set forth in Section 8.01 herein) validly existing as a governmental entity in good standing under the laws of the State of Tennessee.
- 2.02 **Approval and Authorization:** The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to the laws of the State of Tennessee. The Commission has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this

Agreement constitutes a valid and legal binding obligation and liability of the County.

- 2.03 **No Litigation:** There is no action, suit, or proceeding pending or, to the best of the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or the County's ability to perform its obligations pursuant to this Agreement or Addenda hereto.
- 2.04 **Defaults; No Violations:** The County is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in default under, any outstanding contract or agreement to which the County is a party. Neither the execution and delivery of this Agreement nor the performance by the County of its obligations hereunder nor the consummation of the transactions contemplated hereby will violate any of the organizational documents of the County, violate, be in conflict with, constitute a default under or permit the termination of any contract to which the County is a party, require the consent of any other party to any agreement or commitment to which the County is a party, or violate any statute or law or any judgement, decree, order, regulation or rule of any court or governmental body to which the County is subject.
- 2.05 **Compliance with Law or any Other Regulations:** The County is in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over the County, the conduct of its business, the use of its properties and assets, and all premises occupied by it. The County has all required licenses, permits, certifications and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and Addenda hereto.
- 2.06 **Excluded Waste:** The County has no knowledge, as of the Agreement Date of this Agreement, of the existence of any Excluded Waste which is intended to or likely to be directed to or deposited in the Decatur County Landfill or any other facility which is to be operated by WSD pursuant to this Agreement or any Addenda hereto.
- 2.07 **Solid Waste Produced:** The County will dispose of or caused to be disposed all Solid Waste, excluding recyclables (except as set forth in Section 5.04), over which it has lawful control in the Decatur County Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation from the Lawrence County Transfer Station to be constructed and owned by the County, and to be operated by WSD, in Lawrence County, Tennessee, upon property that is mutually agreeable to the County and WSD pursuant to the terms hereof. Provided however, this covenant shall not apply to construction and demolition waste which is disposed of in a Class III-IV Landfill located within

Lawrence County. The parties hereby anticipate that the County will generate for disposal into the Decatur County Landfill at least 25,500 Tons per year. The County currently has no written agreement with any party regarding waste disposal beyond assessment of the Solid Waste Fees (as defined in Section 11.02(1)), and has no intention of entering any such agreements.

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

- 3.01 **Existence and Good Standing:** WSD has been duly organized under the laws of the State of North Carolina and is (and will continue to be throughout the term hereof) validly existing in good standing under the laws of the State of North Carolina.
- 3.02 **Approval and Authorization:** WSD has all requisite limited liability company power and authority and solid waste management experience and expertise to enter into and fully perform this Agreement. WSD's execution and delivery of this Agreement and WSD's performance of all of its duties and obligations contained herein have been duly authorized by all necessary limited liability company action on the part of WSD, and this Agreement of WSD is enforceable against WSD in accordance with its terms.
- 3.03 **No Litigation:** There is no action, suit or procedure pending or, to the best knowledge and belief of WSD, threatened against or affecting WSD at law or in equity or before or by any federal, state, municipal or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein or WSD's ability to perform its obligations pursuant to this Agreement or any Addenda hereto.
- 3.04 **Excluded Waste:** WSD has no knowledge, as of the Agreement Date of this Agreement, of any Excluded Waste originating within the geographic boundaries of the County having been directed to or deposited in the Decatur County Landfill or any other facility operated by WSD pursuant to this Agreement or any Addenda hereto.
- 3.05 **Compliance with Law or any Other Regulation:** WSD is in compliance with all requirements of law, federal, state and local and all requirement of all governmental bodies or agencies having jurisdiction over WSD, the conduct of its business, the use of its properties and assets, and all premises occupied by it. WSD has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and any Addenda hereto. Should fines, penalties or assessments be assessed for non-compliance by WSD, WSD shall be responsible for payment of such fines, penalties or assessments.

OPERATION OF THE FACILITY.

- 4.01 **Control over operations:** WSD shall have control and direction over all aspects of the operation of the Decatur County Landfill as provided in the Landfill Agreement.
- 4.02 **Inspection of Waste:** WSD shall comply in all material respects with the requirements of state, federal and local law regarding inspection of the contents of vehicles which are delivering wastes to the Decatur County Landfill to ensure that Excluded Waste is not being delivered.
- 4.03 **Delivery of Excluded Waste:** The County agrees that it will not knowingly deliver or knowingly cause to be delivered any Excluded Waste to the Decatur County Landfill. WSD shall have the right to refuse or reject all Excluded Waste, and, if not detected prior to entering the Decatur County Landfill, WSD shall have the right to remove the Excluded Waste and to assess charges against the generator of such waste.
- 4.04 **Title to Waste:** Title to any waste delivered to the Decatur County Landfill shall pass to and be accepted by WSD when the vehicle transporting the waste is fully unloaded at the area designated by WSD. Provided, however, that title to Excluded Waste delivered to the Decatur County Landfill shall not pass to WSD at any time, but shall remain with the generator of such Excluded Waste, unless WSD agrees in advance to accept title of such waste.
- 4.05 **Hours of Operation:** WSD shall operate the Decatur County Landfill during reasonable business hours. WSD shall cause the Decatur County Landfill to be open from [7:00] a.m. to 4:00 p.m. Monday through Friday, and [7:00] a.m. to 12:00 p.m. on Saturday. The Decatur County Landfill will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. To the extent allowed by law, WSD shall exercise reasonable efforts to keep the Decatur County Landfill open for extended hours to accept waste in order to accommodate emergency conditions or to accommodate special County requests made by reasonable advance notice to WSD. During extended hours of operation WSD shall be entitled to increase the Disposal Fees described in Section 6 herein to reflect the direct and indirect incremental costs to WSD of accommodating special County requests, and shall include in those Disposal Fees the cost and profits normally associated with the operation of a landfill.
- 4.06 **Weighing of Vehicles:** WSD shall have the right to weigh all vehicles containing waste to be delivered to the Decatur County Landfill pursuant to this Agreement. WSD shall utilize scales approved by the State of Tennessee to weigh all waste. The County or its authorized representative shall have the right, at the County's sole expense, to test the accuracy of the scales, provided that those tests are conducted at a reasonable time and do not unreasonably interfere with the orderly operation of the business. WSD shall, at its own expense, test the accuracy of the

scales, once per year, and provide documentation to the County of the accuracy of the scales at the Solid Waste Transfer Station in Lawrence County, Tennessee.

5 **COVENANTS.**

- 5.01 **Covenant Regarding Transfer Station Waste:** The County covenants and agrees that in the event that the County operates or causes to be operated one or more Solid Waste Transfer Station(s) within the County's geographical boundaries, the County will direct the waste from such Solid Waste Transfer Station(s) to the Decatur County Landfill, except for Excluded Waste, construction and demolition waste which is disposed of in a Class III/IV Landfill within Lawrence County, and recyclables (except as set forth in Section 5.04).
- 5.02 **Covenant for Delivery of Solid Waste and Special Waste:** The County covenants and agrees that it will deliver or cause to be delivered to the Facility for disposal all Solid Waste and Special Waste generated, excluding recyclables (except as set forth in Section 5.04), entering into or otherwise collected within the geographic boundaries of the County and municipalities therein to the extent the County has lawful control of such Solid Waste and Special Waste. Provided however, this Covenant shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located in Lawrence County. To the extent necessary to fulfill this covenant, the County will adopt all necessary waste plans or regulations to obligate, to the extent allowed by law, all such Solid Waste and Special Waste to be delivered to the Facility. The County agrees that it will exclusively use the Decatur County Landfill for Solid Waste and Special Waste disposal, excluding recyclables (except as set forth in Section 5.04), and agrees to the extent allow by law not to contract with any other Person for the transfer or disposal of Solid Waste and Special Waste or for the establishment and operation of a solid waste processing or disposal facility within the geographic boundaries of the County offering the same or similar services as the Decatur County Landfill. The County recognizes that the forgoing covenants are reasonable and properly required for the adequate protection of WSD and agrees that such provisions are reasonable with respect to the County's activities. It is the intention of the parties that the provisions of this Section should be enforced to the full extent permissible under the laws and public policies of the State of Tennessee.
- 5.03 **Landfill Covenant:** WSD covenants and agrees that, in the operation of the Decatur County Landfill, WSD will comply, in all material respects, with any and all federal, state and local laws applicable to WSD concerning the operation of the Decatur County Landfill, subject to WSD's right to contest in good faith the interpretation, application and enforcement of any such laws.
- 5.04 **Recyclables:** The County currently provides its own recycling services. If at any time during the term of this Agreement the County elects to contract with a third party for the provision of recycling services, the County will give WSD the right

of first refusal to enter into a contract with the County to provide such services upon terms and conditions negotiated in good faith by WSD and the County. In the event WSD and the County do not reach an agreement, the County may contract with a third party for the provision of such services, but shall not enter into an agreement at a lower rate or upon better terms than those offered by or to WSD without first giving WSD, for a period of thirty days following notice, the right to enter a contract with the County for provision of recycling services at such rate or upon such terms so offered by or to the third party.

6 **DISPOSAL FEES.**

- 6.01 **Disposal Fees for Disposal of Solid Waste:** The fee for the disposal of Solid Waste generated within the geographic boundaries of the County and transported and disposed in the Decatur County Landfill, including WSD's operation of the Lawrence County Transfer Station, pursuant to this Agreement shall be at a rate of Thirty Four Dollars and Forty Cents (\$34.40) per ton, with a minimum of 25,500 tons annually. If the minimum tonnage is not reached, at the end of the calendar year, WSD will subtract the actual tons from 25,500 and multiply the remainder by \$34.40 and submit an invoice to the County for that amount.
- 6.02 **Disposal Fees for Disposal of Special Waste:** WSD agrees that it will accept all Special Waste from the County, with the exception of such Special Waste which would pose an unreasonable risk or danger to the operation or safety of the Decatur County Landfill or the environment due to the chemical or physical characteristics; such Special Waste will be tested by the generator thereof and the results of said tests made available to WSD and the County. Disposal fees for such Special Waste shall be as set forth on Schedule B attached hereto, subject to annual CPI increases or decreases in accordance with Schedule A. Costs assessed for disposal of such Special Waste shall be the obligation of the generator of such Special Waste and the County assumes no responsibility for payment of such disposal costs.
- 6.03 **Local, State, Federal Surcharges:** Any applicable Local, State or Federal surcharge, excluding surcharges as of the date of this Agreement which are enumerated in TCA §68-24-835(d), relative to Waste as to which the County pays Disposal Fees pursuant to this Agreement or any other fees pursuant to any Addendum hereto, will be the direct responsibility of the County. Any increases in surcharges enumerated in TCA §68-211-835(d) after the date hereof will be the responsibility of the County.
- 6.04 **Fuel Surcharge:** The Disposal Fees assume a fuel price of \$1.22 per gallon (per Nashville Rack Price) as a benchmark price (the "Benchmark Price"). In the event fuel prices increase to a trigger price of at least \$1.55 per gallon (per Nashville Rack Price) (the "Trigger Price") and such Trigger Price is exceeded for a period of thirty days, WSD shall calculate a fuel surcharge based upon the Benchmark Price and shall add such amount to the Disposal Fees (the "Fuel

Surcharge"). The Fuel Surcharge will be dropped at such time as the fuel price decreases below the Trigger Price for a period of thirty days. The Fuel Surcharge shall apply to the extent WSD vehicles are used to transport waste generated within the County to the Decatur County Landfill.

7 PAYMENTS AND ADJUSTMENTS.

- 7.01 **Payment:** Between the first and the tenth day of each month, the County shall pay WSD, following receipt of an invoice from WSD, a payment equal to the County's disposed Solid Waste times the Disposal Fee for Solid Waste, plus any applicable surcharges pursuant to Sections 6.03 and 6.04. Payment for disposal of any Special Waste shall be made by the County, fifteen (15) days following receipt of an invoice from WSD.
- 7.02 **Fee Adjustment:** The Disposal Fee specified in Section 6 shall be adjusted effective twelve (12) months after the Effective Date of this Agreement and subsequently each year thereafter for the duration of this Agreement, to escalate in the succeeding year in accordance with the CPI, as shown in Schedule A herein. Provided, however, the Fee Adjustment for the CPI is not to exceed 2.5% for any one year.

8 SOLID WASTE TRANSFER STATION OPERATION AND WASTE DISPOSAL.

- 8.01 WSD shall furnish all labor, tools, equipment, materials, utilities, supplies and services reasonably necessary to operate the Lawrence County Transfer Station. Said Lawrence County Transfer Station shall be constructed by the County in Lawrence County, Tennessee upon land owned by the County.
- 8.02 Upon completion of construction, and following the written approval of WSD regarding the completion of construction to WSD's satisfaction, WSD shall have the right to operate, use and maintain the Lawrence County Transfer Station. WSD shall also have the right to alter the Lawrence County Transfer Station at WSD's expenses, and upon approval by the County, which approval will not be unreasonably withheld. WSD will maintain and be responsible for any repairs that are not the result of normal wear and tear. The County will be responsible for all repairs associated with normal wear and tear, such as re-roofing and painting the exterior, as necessary. WSD shall, in the absence of an event of Force Majeure, operate the Lawrence County Transfer Station in accordance with the terms of this Agreement and according to generally accepted standards for the operation of Solid Waste Transfer Stations. WSD shall accept at the Lawrence County Transfer Station pursuant to this Agreement all Solid Waste and Special Waste generated within the geographical boundaries of Lawrence County, Tennessee. WSD shall have the right to reject such Excluded Waste and to require the party delivering such Excluded Waste to remove and be responsible for all costs of removal of such Excluded Waste.

8.03 Lawrence County shall dispose of all Solid Waste, excluding recyclables (except as set forth in Section 5.04), produced within the County over which it has lawful control in the Decatur County Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation of said Solid Waste from the Lawrence County Transfer Station to be constructed and owned by the County and operated by WSD in Lawrence County, Tennessee. Provided however, this Agreement shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located within Lawrence County.

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

9.01 WSD shall, absent an event of Force Majeure, transport or cause to be transported the Waste from the Lawrence County Transfer Station to the Decatur County Landfill. WSD shall not transport partial loads of Solid Waste to the Decatur County Landfill, unless instructed by the County to do otherwise. Partial loads shall remain on the premises of the Lawrence County Transfer Station until the transfer trailer is fully loaded, unless the County instructs otherwise. No fully loaded trailer will remain at the Lawrence County Transfer Station for more than three (3) business days.

9.02 At the close of each business day, WSD shall load or cause to be loaded, all Waste and non-hazardous, non-special municipal solid waste located inside the Lawrence County Transfer Station, into the transfer trailers.

9.03 WSD shall provide a sufficient number of vehicles to transport Waste from the Lawrence County Transfer Station to the Decatur County Landfill. WSD accepts all risk of depreciation, loss, or damage to the vehicle(s) used to transport Waste to the Decatur County Landfill, and agrees to pay all operating costs, license plates, permits, taxes, and other costs associated with ownership of the vehicle(s). WSD also agrees to comply with all applicable federal, state and local safety regulations. Except to the extent caused by or arising out of the negligent or willful act or omission of the County or any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach by the County of its obligations under this Agreement, WSD will indemnify, defend (as to third party claims), protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, losses, costs and expenses arising out of WSD's provision of the Waste transportation services provided hereunder.

9.04 WSD shall maintain the vehicles in good operating condition, including, but not limited to, routine maintenance to brakes, tires, hydraulic hoses, and regular servicing.

9.05 In the performance of the Waste transportation services as provided herein, WSD shall perform as an independent contractor pursuant to the provisions of Section 18 hereof.

10 **MISCELLANEOUS TRANSFER STATION PROVISIONS.**

10.01 **Consideration:** WSD shall pay, to the County, a fee of One Dollar (\$1.00) per year for the lease of the Lawrence County Transfer Station and the surrounding property, for the Term of this Agreement or earlier termination of the provisions of Sections 8, 9 and 10 pursuant to Section 10.11.

10.02 **Compliance with Laws:** WSD shall not permit the Lawrence County Transfer Station to be used in any unlawful manner, and will comply in all material respects with any and all federal, state and local laws concerning the operation of the Lawrence County Transfer Station and the operation of solid waste transportation vehicles, subject to WSD's right to contest in good faith the interpretation, application and enforcement of any such laws.

10.03. **Taxes:** WSD shall pay annually any personal property taxes for its personal property at the Lawrence County Transfer Station or otherwise used in fulfilling its obligations under this Agreement. WSD shall not be responsible for any real property taxes assessed on the Lawrence County Transfer Station.

10.04. **Permits:** The County shall obtain and maintain any and all permits necessary for the construction and operation of the Lawrence County Transfer Station. WSD shall obtain and maintain any and all permits for the operation of solid waste transportation vehicles necessary to fulfill its obligations under this Agreement. In the event any modifications to the Lawrence County Transfer Station must be made to bring the Lawrence County Transfer Station into compliance with current and future laws, the cost of such modifications shall be paid by the County.

10.05 **Assignments, Subcontracting:** WSD may assign or subcontract the right to operate the Lawrence County Transfer Station and/or to provide solid waste transportation services upon prior approval of the County, which approval shall not be unreasonable withheld.

10.06. **Maintenance:** WSD shall be responsible for normal maintenance of areas inside the Lawrence County Transfer Station building, the unloading/loading area and trailer storage area, and the grounds, including litter pickup.

10.07 **Hours of Operation:** Except in the event of a Force Majeure, WSD shall cause the Lawrence County Transfer Station to be open from 7:00 am to 4:00 pm Monday through Friday and 7:00 am to 12:00 noon on Saturday. The Lawrence County Transfer Station may close on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- 10.08 **Insurance:** Throughout the Term of this Agreement, WSD shall maintain, at its expense, comprehensive general public liability insurance, which shall include coverage for personal liability, bodily injury (including death) and property damage, all on a claims made basis, with respect to the business carried on at the Lawrence County Transfer Station and the transportation of Waste provided by WSD to and from the Lawrence County Transfer Station in such amounts against such hazards and contingencies as WSD shall reasonably desire. WSD will provide a copy of a Certificate of Insurance evidencing such insurance within thirty (30) days following the date on which WSD begins operation of the Lawrence County Transfer Station. Throughout the Term of this Agreement, the County shall maintain, at its expense, property insurance which fully insures and protects against loss resulting from damage to the Lawrence County Transfer Station building caused by fire or other casualty. All such insurance policies shall be issued by an insurance company authorized to do business in the State of Tennessee.
- 10.09 **Damage and Destruction of the Solid Waste Transfer Station:** In the event the Lawrence County Transfer Station, or a portion thereof, is damaged by fire or other casualty so that, in either party's reasonable discretion, the Lawrence County Transfer Station cannot be used, the parties agree to use their best efforts to locate an alternate facility to be made available to and become operational by WSD as soon as possible and to negotiate in good faith such amendments to this Agreement which may be necessary under the circumstances. If the Lawrence County Transfer Station can be repaired, such repairs shall be made to restore the Lawrence County Transfer Station to substantially its same condition prior to the casualty, unless the parties agree otherwise. Any repair cost due to such fire or other casualty, shall be the responsibility of the County. It is the intention of the parties that in the event of a casualty they will cooperate, negotiate and work together in good faith to provide, as much as possible, uninterrupted solid waste transfer station service, making such amendments to this Agreement necessary under the circumstances, so that this Agreement may continue as contemplated by the parties.
- 10.10 **Scale:** WSD shall at all times maintain, or cause to be maintained, an accurate scale at the Lawrence County Transfer Station, which scale will be owned by the County. WSD shall, at its own expense, test the accuracy of the scales, once per year, and provide documentation to the County of the accuracy of the scale at the Lawrence County Transfer Station.
- 10.11 **Termination:** In addition to the termination provisions set forth in Section 12, with respect to the rights, duties and obligations set forth in Sections 8, 9 and 10 hereof, either party may, but is not obligated to, terminate such Sections upon revocation, or expiration and non-renewal, of any permits held by the County or WSD, respectively, as required by Section 10.04 herein. WSD or the County, respectively, may elect to terminate such Sections by giving written notice to the other party, and such termination shall become effective ninety (90) days after

receipt of the notice unless the underlying cause has been cured within such ninety (90) day period; provided, however, that both parties hereto shall use their best efforts to maintain to force any permits necessary to accomplish the purposes of this Agreement.

- 10.12 **Reports and Record Keeping:** WSD agrees that it will maintain in all material respects accurate and complete records of all generators of waste and tonnage and type of wastes which pass through the Lawrence County Transfer Station as well as other information necessary for the County to comply with all reporting requirements. Such detailed reports will be delivered to the County on an annual basis or at the request of the County. In addition, WSD will invoice the County on a monthly basis.

11 **LANDFILL SERVICES.**

- 11.01 **Closure and Post-Closure care of the Lawrence County Balefill:** WSD will be responsible for performing all closure, capping and post-closure activities necessary or required for certified closure of the Lawrence County Balefill and to materially comply with all federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, directives, policies, licenses, permits applicable to the Lawrence County Balefill ("Applicable Laws") and closure and post-closure care thereof (including general maintenance, groundwater and stormwater monitoring, regulatory compliance, maintenance and operation of wells, drainage facilities, preparation of surveys and reports, addressing geological issues, mowing the grass and responding to storm erosion and other conditions caused by weather) (the "Closure/Post-Closure Activities"). The County agrees not to enact any ordinance, resolution, regulation or restriction that conflicts with or exceeds the applicable state and federal requirements. Closure will begin at such time as the Lawrence County Balefill is full, as determined by the County, which is anticipated to occur prior to the end of 2001.

11.02 **Collection of Solid Waste Fees:**

- (1) **Billing and Collection:** The County currently charges each household in Lawrence County an annual solid waste fee in the amount of \$65 for the right of such citizens to use the Lawrence County Balefill and for other waste services (the "Solid Waste Fees"). The County sends [annual] bills to each household for collection of such fee. Beginning on such date as determined by WSD and the County, WSD agrees to assume the duties and responsibilities of providing such billing and collection services on behalf of the Lawrence County Balefill. Throughout the Landfill Services Term (as defined below), WSD will have access to the existing household database and the County will furnish WSD with timely monthly reports. Amounts collected for the Solid Waste Fees will be deposited by WSD by 6:00 p.m. each day on the date of receipt into the County's designated account, with a report to the County (which report may be in the form of a

deposit slip). Notwithstanding the foregoing, amounts received after 4:00 on any day will be deposited by 6:00 on the next business day. WSD will take reasonable measures to collect all such fees. WSD will not be liable for fees that are not collected following reasonable collection measures in the ordinary course of business. WSD agrees that it will comply in all material respects with all state and federal laws regarding debt collections and that WSD will be courteous and fair with all Lawrence County residents during the billing and collection process. Such billing and collection services performed by WSD will be billed to the County at \$72,500 per year as set forth in Section 11.04(c).

- (2) **Use of Office Facility:** WSD will use the County's current billing office for performance of the foregoing service for the Landfill Services Term (as defined below) at no cost to WSD. In addition, for the first six months, WSD will use the County's furniture and office equipment located in the County's current billing office. At the end of such six month period, WSD will either purchase such furniture and office equipment or furnish its own furniture and office equipment.

11.03 **Landfill Services Term:** The term of the provisions of this Section 11 (the "Landfill Services Term") shall begin on the date hereof and shall terminate upon the sooner of (1) the end of the time period required by Applicable Laws for post-closure care of the Lawrence County Balefill; or (2) the expiration of the Term of this Agreement pursuant to Section 12. The "Closure Term" shall mean the period of time beginning upon the inception of closure activities and ending upon certification of closure of the Lawrence County Balefill by the State of Tennessee. The "Post-Closure Term" shall mean the period of time beginning upon certification of closure by the State of Tennessee and ending at the end of the Landfill Services Term.

11.04 **Consideration:** In exchange for WSD's performance of the Closure/Post-Closure Activities and the billing and collection of the Solid Waste Fees, the County shall pay WSD as follows:

- (a) **Consideration for Closure Costs.** Lawrence County agrees to pay a total not to exceed \$1,325,000 for closure of the Lawrence County Balefill, to be paid in four installments as work is completed. Such installments shall be invoiced to the County by WSD upon completion of 25%, 50%, 75% and 100% of closure work and paid by the County within thirty days following receipt thereof.
- (b) **Consideration for Post Closure Costs.** Lawrence County agrees to pay \$22,500 per year, beginning with the time final closure is certified by the State of Tennessee, to be paid upon monthly invoices as submitted for twelve equal installments per year. Post closure duties are to be performed by WSD as defined by the plan submitted to the State. The annual post-

closure consideration will be subject to annual CPI adjustments as set forth on Schedule A.

- (c) **Consideration for Billing and Collection.** In consideration for the other agreements made by the County in this contract, WSD agrees to make available to the County, upon the County's request, billing and collection services in regard to the Solid Waste Fees charged against residents and businesses residing in Lawrence County. Such billing and collection services shall be offered to the County at a cost of \$72,500 per year subject to annual CPI adjustments as set forth on Schedule A.

11.05 **Extenuating Circumstances:** In the event WSD discovers conditions at the Lawrence County Balefill during the Landfill Services Term or there are changes in Applicable Laws ("Extenuating Circumstances"), which cause the cost of closure or post-closure care to materially exceed WSD's calculations of such costs as of the date hereof, WSD will notify the County in writing promptly upon discovery of such Extenuating Circumstances. WSD and the County will meet within 20 days thereafter to determine in good faith whether such Extenuating Circumstances arose out of the operation of the Lawrence County Landfill prior to the date hereof, out of the closure or post-closure activities of WSD, out of neither or out of some combination of the foregoing. In the event the Extenuating Circumstances arose out of

(i) the operation of the Lawrence County Landfill prior to the date hereof, all such costs will be the obligation of the County and the County will indemnify and hold WSD harmless for such costs;

(ii) the closure or post-closure activities of WSD, all such costs will be the obligation of WSD and WSD will indemnify and hold the County harmless for such costs;

(iii) a combination of (i) and (ii), the parties will work to determine the percentage arising out of each and such percentage of the costs will be the obligation of the respective party, and each will indemnify the other and hold the other harmless for Extenuating Circumstances arising out of each such party's activities; or

(iv) no fault of either party, the parties will work in good faith to re-negotiate the affected terms of this Agreement to the satisfaction of both parties.

In the event the parties are unable to agree on the cause or causes of the Extenuating Circumstances, the parties agree to seek the assistance of TDEC and/or arbitrate pursuant to Section 21. If such good faith efforts are unsuccessful, WSD may terminate the rights, duties and obligations of the parties under this Section 11 upon thirty (30) days prior written notice to the County.

12 **TERM/TERMINATION.**

- 12.01 **Term:** Unless terminated as provided in Section 13 herein, the Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. Provided, however, that said five (5) year Term shall constitute an initial Term which shall be automatically renewed upon the same terms and conditions for a second five (5) year Term and for a third five (5) year Term and for a fourth five (5) year Term unless, no later than six (6) months prior to the expiration of the then-current Term, either the County or WSD gives written notice of its refusal to renew the Term upon reasonable grounds. Provided, however, that if the County's refusal to renew the Term is based upon its having obtained a written solicited or unsolicited proposal which would establish a lower Disposal Fee than are established by this Agreement, then in that event, WSD shall have the option to match said proposal within thirty (30) days thereafter, in which case the Term shall be renewed notwithstanding any other provision of this Section.
- 12.02 **Termination:** WSD may (but is not obligated to) terminate this Agreement upon (i) a breach by the County by the failure to pay Disposal Fees to WSD pursuant to Section 6 and 7 or the consideration pursuant to Section 11.04; (ii) an event of Force Majeure, as defined in Section 1.09 herein, which continues unabated for a period of thirty (30) days and which, in WSD's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; (iii) any breach or default of this Agreement by the County, pursuant to Section 13 hereof; (iv) following the delivery of Excluded Waste to the Decatur County Landfill which the County knowingly delivered or caused to be delivered, after which WSD has provided written notice advising that any further delivery of Excluded Waste may result in termination of this Agreement, the occurrence of another delivery of Excluded Waste which the County knowingly delivers or causes to be delivered to the Decatur County Landfill; or (v) the termination of the Landfill Agreement as said Landfill Agreement, as specified in Section 1.13, may have been subsequently modified, amended, reaffirmed, superceded, or assigned to WSD. Termination shall be initiated by WSD notifying the County by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the County as set forth in Section 9.03. The failure to timely pay any Disposal Fee may be cured by the County by making full payment, with interest at 1.12 % per month, within the thirty (30) day period after receipt of notice.
- 12.03 **Termination of Specific Provisions:** The parties recognize that it may be mutually beneficial under certain circumstances to terminate certain provisions of this Agreement without terminating the entire Agreement. Section 10.11 addresses termination provisions specific to the Lawrence County Transfer Station arrangement hereunder and Section 11.05 contains specific provisions relating to termination of the Closure/Post-Closure Activities.

13 **BREACH; DEFAULT; REMEDIES.**

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

13.02 **Events of Default:**

- (1) An event of default shall include, but not limited to, the following:
 - (i) WSD or the County: (a) voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law, (b) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition, (c) applying for or consenting to the appointment of a receiver, trustee, custodian or similar official for a substantial part of its property, (d) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, or (e) making a general assignment for the benefit of creditors;
 - (ii) The commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (a) relief in respect of WSD or the County, or of a substantial part of WSD's or the County's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law, which petition shall remain un-dismissed for 120 days; or (b) the appointment of a receiver, trustee, custodian or similar official for WSD or the County or for a substantial part of WSD's or the County's property and such petition shall continue un-dismissed for 120 days; or (c) an order or decree approving or ordering any of the forgoing shall continue and stay in effect for 60 days; or
 - (iii) A breach of this Agreement by WSD or the County (including in the case of the County the events listed in Section 12.02), which breach is not cured as provided herein.

13.03 **Obligation to Cure Breaches:** Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within (90) days of receipt of written notice of termination under Section 12.02 from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a cure of the breach (the 90 day period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that:

- (1) except as provided in Section 12.02, in the event of the failure of any party to this Agreement to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date that the payment was due; and
- (2) in the event that WSD materially fails to limit the disposal of waste to that which is allowed to be disposed under this Agreement, or unreasonably rejects the County's Waste from disposal at the Decatur County Landfill, then cure shall consist of immediate action by WSD to remedy these practices within thirty (30) days or such additional time as may be reasonably necessary to cure, provided that WSD is actively and continuously pursuing a course of action which will reasonably lead to a cure of the breach.

13.04 Remedies for Default:

- (1) In the event of a default under this Agreement, the non-defaulting party shall, upon five (5) days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sum due or which becomes due to the defaulting party under this Agreement. In any event, such costs shall be considered liquidated costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
- (2) If an event a default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement; and (ii) terminate this Agreement.
- (3) Notwithstanding any other provisions in this Section and in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 90 days prior written notice of termination to the defaulting party, provided, however, that only 60 days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement. Such notice of termination shall be subsequent to an earlier notice of breach and failure to cure (or take steps to cure) the subject breach. In the event a default is cured within 90 days of such

notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.

- (4) Subject to the terms and conditions of this Section 9.04, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
- (5) The provisions of Section 12.02 herein shall supercede any conflicting provisions of Section 13.04 herein.

14 INDEMNIFICATION.

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

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

15 **NOTICES.**

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

To the County:

Attention: Lawrence County Executive
Lawrence County Courthouse
240 West Gaines Street
Lawrenceburg, Tennessee 38464.
Fax: (931) 766-2219

To WSD:

Attention: Mr. Greg Elkins
General Manager
Waste Services of Decatur, LLC.
324 Landfill Road
Bath Springs, Tennessee 38311
Fax: (901) 549-3569

With a Copy to: Mr. Jim Becher
Regional Vice President
11200 Old Highway 78
Olive Branch, Mississippi 38654
Fax: (662) 895-8306

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

16 **ASSIGNMENT.**

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

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

17 FORCE MAJEURE.

In the event WSD or the County is rendered unable, wholly or in part, by an event of Force Majeure, as that term is defined in Section 1.09 herein, to carry out any of its obligations under this Agreement, then, in addition to the other rights and remedies provided in this Agreement, the obligations of WSD or the County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that WSD or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section 17, WSD or the County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure adversely increases WSD's cost of construction, operation, or maintenance of the Decatur County Landfill, WSD may, in addition to its other remedies, increase the Disposal Fees specified in Section 6 hereof to the extent reasonably necessary to offset the increase in such cost of construction, operation or maintenance.

18 INDEPENDENT CONTRACTOR; NO AGENCY.

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

19 SEVERABILITY.

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

20 **GOVERNING LAW.**

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

21 **ARBITRATION.**

All claims or disputes arising between the parties to this Agreement which relate to this Agreement or breach thereof may be decided by arbitration, upon mutual consent by the parties hereto, in accordance with the rules of the American Arbitration Association then obtaining. Notice to the request for arbitration shall be given in writing to the other party and to the American Arbitration Association in Memphis, Tennessee, and shall be made within a reasonable time after the dispute has arisen. All proceedings or evidentiary hearings held as part of the arbitration process shall take place in the County at a mutually acceptable location. The award rendered by the arbitrator(s) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction.

22 **BINDING EFFECT.**

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

23 **CONSTRUCTION.**

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

24 **ENTIRE AGREEMENT; ADDENDA.**

This Agreement constitutes the entire understanding between the County and WSD, and cancels and supercedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendment, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto. Provided, however, that the parties hereto may execute an Addendum or Addenda to this Agreement, which Addendum or Addenda may specifically include, but is not limited to, agreements between the County and WSD for waste supply, waste services, construction, operation and maintenance of waste transfer, processing, disposal or transportation facilities for and within

the geographical area of the County as a whole or with respect to any particular area and/or political subdivision within the area covered by the County (for example, on behalf of and with respect to any particular municipality within the County). Unless in direct conflict with the provisions of any such Addendum or addressing matters which are not relevant to any such Addendum, the provisions of this Agreement shall remain in full force and effect and shall apply with equal force and effect to any such Addendum as if the provisions of such Addendum had been directly set forth in this Agreement.

25 COUNTERPARTS.

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

26 NO THIRD PARTY BENEFICIARIES.

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

27 CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

28 NO WAIVERS.

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

29 **TITLES NOT TO AFFECT INTERPRETATION.**

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

[THE NEXT PAGE IS THE SIGNATURE PAGE.]



RESOLUTION NO. #09052201

RESOLUTION TO APPROVE THE REVISED PLAN OF THE LAWRENCE COUNTY SOLID WASTE REGIONAL PLANNING BOARD

WHEREAS, pursuant to T.C.A. §68-211-814, solid waste regions are required to develop a ten year plan and pursuant to T.C.A. §68-211-814, are required to revise the plan every five years after the plan's initial approval and such revision must be approved by the local Solid Waste Planning Board and the local legislative body before submission to the Tennessee Department of Environment and Conservation; and

WHEREAS, the Lawrence County Solid Waste Regional Planning Board has approved the five year revision.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 22nd day of May, 2001, approves and adopts the revised plan submitted by the Lawrence County Solid Waste Regional Planning Board, which plan is available for inspection in the office of the County Executive for Lawrence County.

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

APPROVED:

Steve Hill
STEVE HILL, COUNTY EXECUTIVE

ATTEST:

Kenneth Weathers
KENNETH WEATHERS, COUNTY CLERK

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

ATTEST:

BY: *Kenneth Heath*

LAWRENCE COUNTY, TENNESSEE

BY: *Steve Hill*

ITS: _____

(County Seal)

ITS: *County Executive*

(County Executive)

ATTEST:

BY: _____

WASTE SERVICES OF DECATUR, LLC

BY: *Angela E. Elmore*

ITS: _____

(Corporate Seal)

ITS: *General Manager*

(General Manager)

SCHEDULE A

Disposal Fees

Twelve (12) months following the Effective Date pursuant to this Agreement and subsequently each year thereafter for the duration of this Agreement, Disposal Fees provided for in Section of this Agreement shall be escalated in accordance with the following computation:

EXAMPLE

Step 1: $\text{CPI: September of Current Year} - \text{CPI: Previous September} = \text{Index Point Difference}$

Step 2: $\text{Index Point Difference} \times 100 = \text{Percentage Change CPI: Previous September}$

Step 3: $\text{Percentage Change} \times \text{Disposal Fees} = \text{Disposal Fee Change}$

Step 4: $\text{Disposal Fee} \pm \text{Disposal Fee Change} = \text{Adjusted Disposal Fees}$

Note: The percent change in the CPI (calculated in Step 2) for any year is not to exceed 2.5%.

Attachment #3

Flow Diagram

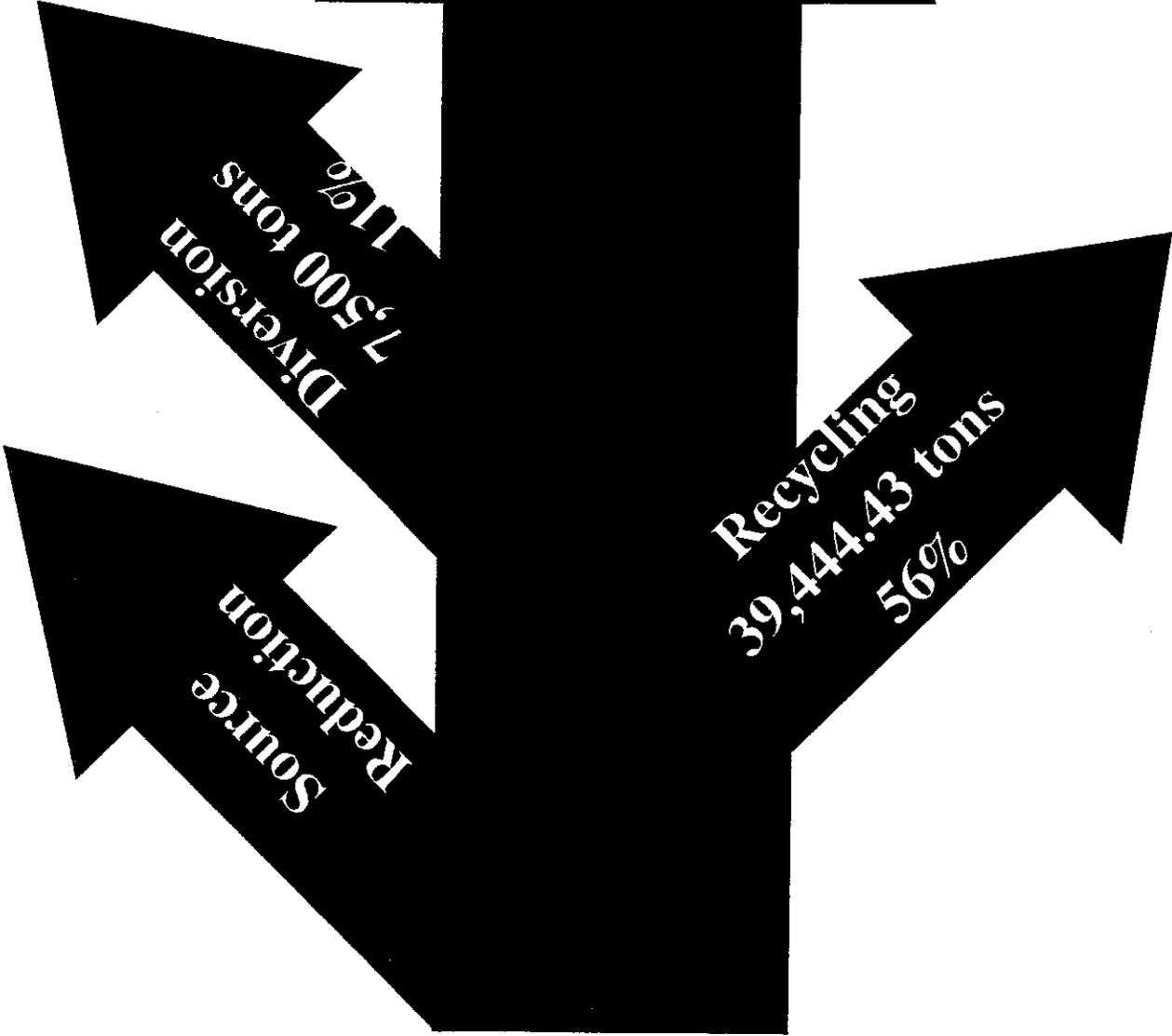
Landfilled

22,965.72 tons

33%

Total Waste Generated

69,910.15 tons



Attachment #4

Household Hazardous Waste Day
Press Releases

05/20/2001 09:28 9317661595 LAW CO PURCHASING PAGE 01

TO: SARA BROWN DEV. District FAX #: 381-2053	FROM: DAVID R. JAYK DEPT of Safety FAX #: 766-1595	DATE: 5/18/01 PAGES INCLUDING THIS PAGE: 5 PHONE #: 766-4470
----------------------------------------------------	----------------------------------------------------------	-----------------------------------------------------------------------

WANTED

JUNE 23, 2001
8:00 am TO 1:00 pm

YOUR HOUSHOLD HAZARDOUS WASTE

LAST SEEN : in garages and basements all over Lawrence County

DESCRIPTION: cleaners, automotive products, lawn and garden products, home maintenance products, batteries, medicines and swimming pool/ photo processing chemicals.

Considered Extremely Dangerous, to landfills and groundwater.

REWARD: Free Disposal and cleaner water. (No Medical, Explosives, radioactive, or business wastes: Limit 100 pounds per family, please!)

If you find any of these wastes, turn them in to the Lawrence County Landfill, 2126 Baler Drive, Lawrenceburg, TN., on Saturday June 23, 2001, from 8:00 am to 1:00 pm.

Call 931-766-4470 or 931-766-0900 for further infomation

Herbicides, pesticides, rodenticides, Fungicides/ wood preservatives

MISCELLANEOUS

- Batteries,
- Pool chemicals,
- Photo processing chemicals
- Prescription medicines and drugs

Empty containers, ammunition and explosives medical wastes, radioactive materials and any type of waste from non-household sources such as commercial firms, businesses, churches, schools, etc, **WILL NOT** be accepted at the event.

To manage household hazardous waste in the best possible way, households can do a number of things. One is to buy only the quantity of a product needed or share leftovers with a friend. Another is to buy less hazardous products. Finally, store household hazardous waste carefully until Lawrence County next Hazardous Waste Collection Event.

If you have any questions, please call David Smith, 766-4470 or The Lawrence County Landfill at 766-0900, for further information.

(News release #2)

RID YOUR HOME OF UNSAFE MATERIALS

**Do you have household hazardous waste in you home?
The answer is probably “yes”.**

Hazardous wastes are not just produced and discarded by industry. The same chemicals found in industry are often in household cleaning products, says David R. Smith, Director of Safety for Lawrence County.

Most household chemical products have at least one ingredient that is flammable, corrosive, reactive or toxic. They should not be thrown in the trash or taken to a landfill, Smith added.

This is why households in Lawrence County should bring their household hazardous waste to the Collection Event sponsored by the Lawrence County Government, Waste Services of Decatur Alabama and the Tennessee Department of Environment and Conservation. The Household Hazardous Waste Collection Event will be on Saturday, June 23rd, 2001, at the Lawrence County Landfill, located on Baler Drive in the Industrial Park, Lawrenceburg, Tennessee from 8:00 am to 1:00 pm.

Only households may bring their hazardous waste, which includes:

HOUSEHOLD CLEANERS

Drain openers
Oven Cleaners
Wood and metal cleaners
Toilet bowl cleaners
Disinfectants

AUTOMOTIVE PRODUCTS

Oil and fuel additives
Grease and rust solvents
fuel injector cleaners
Air conditioning refrigerants
Starter fluids, body putty
Anti-freeze and coolant

HOME MAINTENANCE / IMPROVEMENT PRODUCTS

Paint and paint strippers and removers
Adhesives, Paint thinners

HOME LAWN AND GARDEN PRODUCTS

(NEWS RELEASE #3)

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

Lawrence Counties Household Hazardous Waste Collection Event will be held on June 23rd, 2001, between the hours of 8:00 am and 1:00 pm., at the Lawrence County Landfill located on Baler Drive, in Industrial Park.

Some examples of acceptable materials to bring to the event are paints, solvents, batteries, and poisons. Only households may participate in this program.

Participants should do a number of things to prepare to bring their materials to the event. Place all materials safely away from children and pets in the back of the vehicle. Line the trunk with newspapers or plastic before packing and place containers in sturdy cardboard boxes or plastic trays padded with newspaper. Keep all items in their original containers. Do not bulk or combine wastes.

Take care to prevent different liquids and corrosives from mixing together. Try to separate different kinds of waste, and never mix different kinds of waste in the same container.

Materials should be in a sturdy, tightly closed container, preferably the original one. If materials are not in their original container, place them in a plastic jug with a secure lid and label the container. Do not bring materials in an open container.

Original containers that are badly damaged should be wrapped with plastic or newspaper or placed in a larger container. No unknown waste can be accepted. If labels are missing, mark the container and tell the collection staff as much as possible about the contents. Be specific.

Don't eat, drink or smoke while handling household hazardous wastes materials. Be sure to wash your hands after loading household hazardous wastes into the vehicle. A worker at the site will unload vehicles and will ask each household to fill out a brief survey. Once the materials are collected they will be safely recycled, treated or disposed of at permitted facilities for hazardous waste.

Lawrence County Government and Tennessee's Department of Environment and Conservation are looking forward to a successful event. For more information contact David R. Smith, Safety office, at 766-4470 or the Landfill at 766-0900.

News release #4

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

JUNE 23, 2001, 8:00 am to 1:00 pm, Lawrence County Landfill

EVENT ENSURES PROPER DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE.

"Where does it go?" Many people asked this question at the Household Hazardous Waste Collection Event held last year in Lawrence County Tennessee.

The Event was sponsored by the Lawrence County Government and Tennessee's Department of Environmental and Conservation. Laidlaw Environmental Services has a contract with the State to collect and dispose of the waste, but what does Laidlaw do with it?

Nickel-Cadmium (rechargeable) batteries and mercury are recycled.

Fuel blending is a method used to recover energy value from wastes. Some paints, kerosene, used motor oil; gasoline, solvents and other flammable or combustible liquids are blended to make a fuel for industrial kilns or boilers.

Some Liquids such as antifreeze and some latex paints and cleaners are treated to make their hazardous parts immobile.

Most pesticides, herbicides, aerosol cans, cleaners, waxes and solid flammable materials (not suitable for fuel use) are burned in special high temperature incinerators equipped with monitoring instruments and air pollution control devices.

Materials, which are not suitable for other disposal methods, will be placed in a secure chemical landfill. This is also used for residues produced by other treatment methods.

Many other technologies are gradually replacing landfills for untreated waste. In fact most untreated hazardous wastes are already prohibited from landfills. The Environmental Protection Agency is not phasing in regulations that will assure that no untreated hazardous wastes will be sent to landfills; only non-hazardous residues from waste treatment.

Questions concerning this years Household Hazardous Waste Event can be directed to David Smith, Lawrence Safety Department, 766-4470 or Lawrence County Landfill, 766-0900.

Attachment #5

10 Year Budget Proposal

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Description	1999-2000	2000-2001	2001-2002	2002-2003
Revenues and Other Sources				
General Service Charges				
Self Insurance Premiums	\$ 11,450.00	\$ -	\$ -	\$ -
Commercial & Industrial Waste Collection chg	\$ 168,134.00	\$ 173,178.02	\$ 178,373.36	\$ 183,724.56
Residential Waste Collection Charges	\$ -	\$ 685,505.00	\$ 706,070.15	\$ 727,252.25
Tipping Fees	\$ -	\$ 1,900.00	\$ 1,957.00	\$ 2,015.71
Fines	\$ -	\$ 8,461.00	\$ -	\$ -
Solid Waste Disposal Fees	\$ -	\$ 698,126.00	\$ -	\$ -
Other Gen. Service Charges	\$ -	\$ -	\$ 12,000.00	\$ 12,360.00
Service Charges	\$ -	\$ 125.00	\$ -	\$ -
Vending Machines	\$ 345.00	\$ 171.00	\$ 150.00	\$ 150.00
Total General Service Charges	\$ 179,929.00	\$ 1,567,466.02	\$ 898,550.51	\$ 925,502.53
Local Revenue				
Interest Earned	\$ 2,668.00	\$ 2,748.04	\$ 2,830.48	\$ 2,915.40
Sale of Material and Supplies	\$ -	\$ 500.00	\$ -	\$ -
Sale of Recyclables	\$ 23,233.00	\$ 23,929.99	\$ 24,647.89	\$ 25,387.33
Misc. Refunds	\$ 2,545.00	\$ -	\$ -	\$ -
Sale of Equipment	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -
Recovery from Individuals	\$ -	\$ -	\$ -	\$ -
Total Other Local Revenue	\$ 28,448.00	\$ 27,178.03	\$ 27,478.37	\$ 28,302.72
Other State Revenue				
General Government Grants				
State revenue sharing - TVA	\$ -	\$ 152,000.00	\$ 156,560.00	\$ 161,256.80
Other State Grants	\$ 15,468.00	\$ 15,932.04	\$ 18,410.00	\$ 16,902.30
Other State Revenues	\$ -	\$ -	\$ -	\$ -
Total Other State Revenues	\$ 15,468.00	\$ 167,932.04	\$ 172,970.00	\$ 178,159.10
Other Sources (Non Revenue)				
Note Proceeds	\$ -	\$ 175,000.00	\$ 180,250.00	\$ 185,657.50
Operating Transfers	\$ 524,087.00	\$ -	\$ -	\$ -
Total Other Sources (Non Revenue)	\$ 524,087.00	\$ 175,000.00	\$ 180,250.00	\$ 185,657.50
TOTAL ESTIMATED REVENUES	\$ 747,930.00	\$ 1,937,576.09	\$ 1,279,248.88	\$ 1,317,621.35
Estimated Expenditures				
Other Waste Disposal				
Supervisor/Director	\$ 27,651.00	\$ 28,480.53	\$ 29,334.95	\$ 30,214.99
Foreman	\$ 13,541.00	\$ 13,947.23	\$ 14,365.65	\$ 14,796.62
Equipment Operators	\$ 33,489.00	\$ 34,493.67	\$ 35,528.48	\$ 36,594.33
Equipment Operators-Heavy	\$ 56,861.00	\$ 58,566.83	\$ 60,323.83	\$ 62,133.55
Equipment Operators-Light	\$ 77,900.00	\$ 80,237.00	\$ 82,644.11	\$ 85,123.43
Laborers	\$ 26,020.00	\$ 26,800.60	\$ 27,604.62	\$ 28,432.76
Secretary(s)	\$ -	\$ 46,840.00	\$ 48,245.20	\$ 49,692.56
Clerical	\$ 21,856.00	\$ 22,511.68	\$ 23,187.03	\$ 23,882.64
Part-Time	\$ 25,183.00	\$ 25,938.49	\$ 26,718.64	\$ 27,518.14
Longevity Pay	\$ -	\$ 3,550.00	\$ 3,656.50	\$ 3,766.20
Overtime	\$ 27,619.00	\$ 28,447.57	\$ 29,585.47	\$ 30,473.04
Other Salaries and Wages	\$ -	\$ 753.00	\$ 775.59	\$ 798.86
Board and Committee Members	\$ -	\$ 760.00	\$ 782.80	\$ 806.28
Inservice	\$ 875.00	\$ 901.25	\$ 928.29	\$ 956.14

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Other per diem	\$ -	\$ -	\$ -	\$ -
Social Security	\$ 23,032.00	\$ 23,722.96	\$ 24,434.65	\$ 25,167.69
State Retirement	\$ 10,857.00	\$ 11,182.71	\$ 11,518.19	\$ 11,863.74
Medical Insurance	\$ 14,788.00	\$ 15,231.64	\$ 15,688.59	\$ 16,159.25
Unemployment	\$ 2,396.00	\$ 2,467.88	\$ 2,541.92	\$ 2,618.17
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -
Communication	\$ 2,993.00	\$ 3,082.79	\$ 3,175.27	\$ 3,270.53
Contract with other Public Agencies	\$ 11,612.00	\$ 11,960.36	\$ 12,319.17	\$ 12,688.75
Contract with Private Agencies	\$ -	\$ -	\$ -	\$ -
Data Processing Services	\$ 828.00	\$ 850.78	\$ 876.30	\$ 902.59
Debt Collection Services	\$ -	\$ -	\$ -	\$ -
Dues and Memberships	\$ -	\$ -	\$ -	\$ -
Engineering Services	\$ 2,542.00	\$ 2,618.26	\$ 2,696.81	\$ 2,777.71
Evaluation and Testing	\$ -	\$ -	\$ -	\$ -
Operating lease payments	\$ -	\$ -	\$ -	\$ -
Services	\$ 218.00	\$ -	\$ 1,000.00	\$ 1,030.00
Legal Notices	\$ 103.00	\$ 278.00	\$ 732.00	\$ 753.96
Licenses	\$ -	\$ 4,000.00	\$ 4,800.00	\$ 4,944.00
Maintenance Agreements	\$ 836.00	\$ 8,136.00	\$ 8,500.00	\$ 8,755.00
Maintenance and repair -bldgs	\$ 9,612.00	\$ 4,574.00	\$ 10,000.00	\$ 10,300.00
Maintenance and Repair-Eqpt	\$ 44,192.00	\$ 59,967.00	\$ 50,800.00	\$ 52,324.00
Maintenance and repair -Office Equip	\$ 49.00	\$ -	\$ -	\$ -
Maintenance and repair-Vehicles	\$ 19,609.00	\$ 6,420.00	\$ 6,420.00	\$ 6,612.60
Postal Charges	\$ 6,058.00	\$ 14,245.00	\$ 14,162.00	\$ 14,586.86
Printing, Stationary, Forms	\$ 252.00	\$ 2,777.00	\$ 2,679.00	\$ 2,759.37
Rentals	\$ 10,875.00	\$ 34,229.00	\$ 34,229.00	\$ 35,255.87
Travel	\$ 1,854.00	\$ 2,669.00	\$ 3,900.00	\$ 4,017.00
Disposal fees	\$ 22,326.00	\$ 19,333.00	\$ 25,000.00	\$ 25,750.00
Brokerage fees (tire recycle)	\$ 15,813.00	\$ 48,459.00	\$ 3,000.00	\$ 3,090.00
Permits	\$ -	\$ -	\$ -	\$ -
Other Contracted Services	\$ 12,600.00	\$ 11,879.00	\$ 11,879.00	\$ 12,235.37
Crushed stone	\$ 2,305.00	\$ 382.00	\$ 400.00	\$ 412.00
Medical Supplies	\$ 774.00	\$ 4,157.00	\$ 1,500.00	\$ 1,545.00
Medical	\$ 6,049.00	\$ 8,578.00	\$ 10,000.00	\$ 10,300.00
Drugs and Medical Supplies	\$ -	\$ 542.00	\$ 700.00	\$ 721.00
Electricity	\$ -	\$ -	\$ -	\$ -
Food Supplies	\$ 1,804.00	\$ 1,127.00	\$ 1,160.00	\$ 1,194.80
Fuel Oil	\$ -	\$ -	\$ -	\$ -
Garage Supplies	\$ 20,021.00	\$ 15,265.00	\$ 16,000.00	\$ 16,480.00
Gasoline	\$ 176.00	\$ 962.00	\$ 1,200.00	\$ 1,236.00
Instructional Materials	\$ -	\$ -	\$ -	\$ -
Lubricants	\$ 2,622.00	\$ 6,960.00	\$ 3,000.00	\$ 3,090.00
Office Supplies	\$ 612.00	\$ 4,415.00	\$ 5,000.00	\$ 5,150.00
Propane Gas	\$ 103.00	\$ 87.00	\$ 100.00	\$ 103.00
Small Tools	\$ 337.00	\$ 315.00	\$ 350.00	\$ 360.50
Tires and Tubes	\$ 7,614.00	\$ 5,435.00	\$ 5,000.00	\$ 5,150.00
Uniforms	\$ -	\$ -	\$ -	\$ -
Utilities	\$ 28,885.00	\$ 33,851.00	\$ 33,000.00	\$ 33,990.00
Water and Sewer	\$ -	\$ -	\$ -	\$ -
Wire	\$ 24,644.00	\$ 21,619.00	\$ 20,000.00	\$ 20,600.00
Clay	\$ 3,380.00	\$ 238,581.00	\$ 100,000.00	\$ 103,000.00
Other Supplies	\$ 350.00	\$ 4,388.00	\$ 4,000.00	\$ 4,120.00
Liability Insurance	\$ 2,693.00	\$ 5,060.00	\$ 3,000.00	\$ 3,090.00
Surety Bond Payment	\$ 1,418.00	\$ 338.00	\$ 338.00	\$ 348.14
Refunds	\$ -	\$ 3,240.00	\$ 3,230.00	\$ 3,326.90
Trustee Commission	\$ 15.00	\$ 11,531.00	\$ 12,000.00	\$ 12,360.00

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Vehicle and Equipment Insurance	\$ 543.00	\$ 2,012.00	\$ 2,500.00	\$ 2,575.00
Workers Comp	\$ 15,771.00	\$ 5,506.00	\$ 10,000.00	\$ 10,300.00
Depreciation	\$ 120,483.00	\$ 110,352.00	\$ -	\$ -
Loss on Disposal of Property	\$ 1,726.00	\$ -	\$ -	\$ -
Closure/Post Closure costs	\$ 179,394.00	\$ 196,147.00	\$ -	\$ -
Other Charges	\$ 62.00	\$ 309.00	\$ 200.00	\$ 206.00
Interest on notes	\$ -	\$ -	\$ -	\$ -
Principal on capitalized leases	\$ -	\$ -	\$ -	\$ -
Interest on capitalized leases	\$ 5,239.00	\$ -	\$ -	\$ -
Data Processing Equipment	\$ 4,340.00	\$ 432.00	\$ 2,215.00	\$ 2,281.45
Motor Vehicles	\$ -	\$ -	\$ -	\$ -
Plant Operation Equipment	\$ -	\$ -	\$ -	\$ -
Solid Waste Equipment	\$ -	\$ -	\$ 74,000.00	\$ -
Other Equipment	\$ 68.00	\$ 1,004.00	\$ 1,000.00	\$ -
Other Construction	\$ -	\$ -	\$ -	\$ -
L OTHER WASTE DISPOSAL	\$ 955,866.00	\$ 1,340,906.23	\$ 943,924.06	\$ 894,991.78
TOTAL EXPENDITURES	\$ 955,866.00	\$ 1,340,906.23	\$ 943,924.06	\$ 894,991.78

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Description- Cont	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
Revenues and Other Sources						
General Service Charges						
Self Insurance Premiums	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial & Industrial Waste Collection Chg	\$ 189,236.30	\$ 194,913.39	\$ 200,760.79	\$ 206,783.61	\$ 212,987.12	\$ 219,376.73
Residential Waste Collection Charges	\$ 749,069.82	\$ 771,541.92	\$ 794,688.17	\$ 818,528.82	\$ 843,084.68	\$ 868,377.22
Tipping Fees	\$ 2,076.18	\$ 2,138.47	\$ 2,202.62	\$ 2,268.70	\$ 2,336.76	\$ 2,406.86
Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Solid Waste Disposal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Gen. Service Charges	\$ 12,730.80	\$ 13,112.72	\$ 13,506.11	\$ 13,911.29	\$ 14,328.63	\$ 14,758.49
Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vending Machines	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Total General Service Charges	\$ 953,263.10	\$ 981,856.49	\$ 1,011,307.69	\$ 1,041,642.42	\$ 1,072,887.19	\$ 1,105,069.31
Local Revenue						
Interest Earned	\$ 3,002.86	\$ 3,092.94	\$ 3,185.73	\$ 3,281.30	\$ 3,379.74	\$ 3,481.13
Sale of Material and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Recyclables	26,148.95	26,933.41	27,741.42	28,573.66	29,430.87	30,313.80
Misc. Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recovery from individuals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Local Revenues	\$ 29,151.80	\$ 30,026.36	\$ 30,927.15	\$ 31,854.96	\$ 32,810.61	\$ 33,794.93
Other State Revenue						
General Government Grants						
State Revenue Sharing - TVA	\$ 166,094.50	\$ 171,077.34	\$ 176,209.66	\$ 181,495.95	\$ 186,940.83	\$ 192,549.05
Other State Grants	\$ 17,409.37	\$ 17,931.65	\$ 18,469.60	\$ 19,023.69	\$ 19,594.40	\$ 20,182.23
Other State Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total State of Tennessee	\$ 166,094.50	\$ 171,077.34	\$ 176,209.66	\$ 181,495.95	\$ 186,940.83	\$ 192,549.05
Other Sources (Non Revenue)						
Note Proceeds	\$ 191,227.23	\$ 196,964.04	\$ 202,872.96	\$ 208,959.15	\$ 215,227.93	\$ 221,684.76
Operating Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Sources (Non Revenue)	\$ 191,227.23	\$ 196,964.04	\$ 202,872.96	\$ 208,959.15	\$ 215,227.93	\$ 221,684.76
TOTAL ESTIMATED REVENUES	\$ 1,339,736.64	\$ 1,379,924.23	\$ 1,421,317.46	\$ 1,463,952.48	\$ 1,507,866.56	\$ 1,553,098.05
Estimated Expenditures						
Other Waste Disposal						
Supervisor/Director	\$ 31,121.44	\$ 32,055.09	\$ 33,016.74	\$ 34,007.24	\$ 35,027.46	\$ 36,078.28
Foreman	\$ 15,240.51	\$ 15,697.73	\$ 16,168.66	\$ 16,653.72	\$ 17,153.33	\$ 17,667.93
Equipment Operators	\$ 37,692.16	\$ 38,822.93	\$ 39,987.62	\$ 41,187.25	\$ 42,422.86	\$ 43,695.55
Equipment Operators-Heavy	63,997.56	65,917.48	67,895.01	69,931.86	72,029.81	74,190.71
Equipment Operators-Light	87,677.14	90,307.45	93,016.67	95,807.17	98,681.39	101,641.83
Laborers	29,285.74	30,164.31	31,069.24	32,001.32	32,961.36	33,950.20
Secretary(s)	51,183.33	52,718.83	54,300.40	55,929.41	57,607.29	59,335.51
Clerical	24,599.12	25,337.09	26,097.21	26,880.12	27,686.53	28,517.12
Part-Time	26,343.69	29,194.00	37,952.20	39,090.76	40,283.49	41,471.39
Longevity Pay	3,879.18	3,995.56	4,115.42	4,238.89	4,366.05	4,497.03
Overtime	31,387.23	32,328.84	33,298.71	34,297.67	35,326.60	36,386.40
Other Salaries and Wages	822.82	847.51	872.93	899.12	926.10	953.88
Board and Committee Members	830.47	855.39	881.05	907.48	934.70	962.75
Inservice	984.82	1,014.38	1,044.80	1,076.14	1,108.42	1,141.68

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Other per diem	-	-	-	-	-	-
Social Security	25,922.72	26,700.40	27,501.41	28,326.45	29,176.25	30,051.54
State Retirement	12,219.65	12,586.24	12,963.83	13,352.74	13,753.32	14,165.92
Medical Insurance	16,644.02	17,143.35	17,657.65	18,187.37	18,733.00	19,294.99
Unemployment	2,696.72	2,777.62	2,860.95	2,946.78	3,035.18	3,126.24
Fringe Benefits	-	-	-	-	-	-
Advertising	-	-	-	-	-	-
Communication]	3,368.85	3,469.71	3,573.80	3,681.01	3,791.44	3,905.19
Contract with other Public Agencies	13,069.41	13,461.49	13,865.34	14,281.30	14,709.73	15,151.03
Contract with Private Agencies	-	-	-	-	-	-
Data Processing Services	929.67	957.56	986.29	1,015.88	1,046.35	1,077.74
Debt Collection Services	-	-	-	-	-	-
Dues and Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Services	\$ 2,861.04	\$ 2,946.87	\$ 3,035.28	\$ 3,126.34	\$ 3,220.13	\$ 3,316.73
Evaluation and Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating lease payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services	\$ 1,060.90	\$ 1,092.73	\$ 1,125.51	\$ 1,159.27	\$ 1,194.05	\$ 1,229.87
Legal Notices	\$ 776.56	\$ 799.88	\$ 823.87	\$ 848.59	\$ 874.05	\$ 900.27
Licenses	\$ 5,092.32	\$ 5,245.09	\$ 5,402.44	\$ 5,564.52	\$ 5,731.45	\$ 5,903.39
Maintenance Agreements	\$ 9,017.65	\$ 9,288.18	\$ 9,566.82	\$ 9,853.83	\$ 10,149.44	\$ 10,453.93
Maintenance and repair -bldgs	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74
Maintenance and Repair-Eqpt	\$ 53,893.72	\$ 55,510.53	\$ 57,175.85	\$ 58,891.12	\$ 60,657.86	\$ 62,477.59
Maintenance and repair -Office Equip	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and repair-Vehicles	\$ 6,810.98	\$ 7,015.31	\$ 7,225.77	\$ 7,442.54	\$ 7,665.82	\$ 7,895.79
Postal Charges	\$ 15,024.47	\$ 15,475.20	\$ 15,939.46	\$ 16,417.64	\$ 16,910.17	\$ 17,417.47
Printing, Stationary, Forms	\$ 2,842.15	\$ 2,927.42	\$ 3,015.24	\$ 3,105.70	\$ 3,198.87	\$ 3,294.83
Rentals	\$ 36,313.55	\$ 37,402.95	\$ 38,525.04	\$ 39,680.79	\$ 40,871.22	\$ 42,097.35
Travel	\$ 4,137.51	\$ 4,261.64	\$ 4,389.48	\$ 4,521.17	\$ 4,656.80	\$ 4,796.51
Disposal fees	\$ 26,522.50	\$ 27,318.18	\$ 28,137.72	\$ 28,981.85	\$ 29,851.31	\$ 30,746.85
Brokerage fees (tire recycle)	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82	\$ 3,582.16	\$ 3,689.62
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Contracted Services	\$ 12,602.43	\$ 12,980.50	\$ 13,369.92	\$ 13,771.02	\$ 14,184.15	\$ 14,609.67
Crushed stone	\$ 424.36	\$ 437.09	\$ 450.20	\$ 463.71	\$ 477.62	\$ 491.95
Medical Supplies	\$ 1,591.35	\$ 1,639.09	\$ 1,688.26	\$ 1,738.91	\$ 1,791.08	\$ 1,844.81
Supplies	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74
Drugs and Medical Supplies	\$ 742.63	\$ 764.91	\$ 787.86	\$ 811.49	\$ 835.84	\$ 860.91
Electricity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Supplies	\$ 1,230.64	\$ 1,287.56	\$ 1,305.59	\$ 1,344.76	\$ 1,385.10	\$ 1,426.65
Fuel Oil	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Garage Supplies	\$ 16,974.40	\$ 17,483.63	\$ 18,008.14	\$ 18,548.39	\$ 19,104.84	\$ 19,677.98
Gasoline	\$ 1,273.08	\$ 1,311.27	\$ 1,350.61	\$ 1,391.13	\$ 1,432.86	\$ 1,475.85
Instructional Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lubricants	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82	\$ 3,582.16	\$ 3,689.62
Office Supplies	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.28	\$ 6,149.37
Propane Gas	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93	\$ 119.41	\$ 122.99
Small Tools	\$ 371.32	\$ 382.45	\$ 393.93	\$ 405.75	\$ 417.92	\$ 430.46
Tires and Tubes	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.26	\$ 6,149.37
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ 35,009.70	\$ 36,059.99	\$ 37,141.79	\$ 38,256.04	\$ 39,403.73	\$ 40,585.84
Water and Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wire	\$ 21,218.00	\$ 21,854.54	\$ 22,510.18	\$ 23,185.48	\$ 23,881.05	\$ 24,597.48
Clay	\$ 106,090.00	\$ 109,272.70	\$ 112,550.88	\$ 115,927.41	\$ 119,405.23	\$ 122,987.39
Other Supplies	\$ 4,243.60	\$ 4,370.91	\$ 4,502.04	\$ 4,637.10	\$ 4,776.21	\$ 4,919.50
Liability Insurance	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82	\$ 3,582.16	\$ 3,689.62
Surety Bond Payment	\$ 358.58	\$ 369.34	\$ 380.42	\$ 391.83	\$ 403.59	\$ 415.70
Refunds	\$ 3,426.71	\$ 3,529.51	\$ 3,635.39	\$ 3,744.46	\$ 3,856.79	\$ 3,972.49
Trustee Commission	\$ 12,730.80	\$ 13,112.72	\$ 13,506.11	\$ 13,911.29	\$ 14,328.63	\$ 14,758.49

Lawrence County, Tennessee

Solid Waste/Sanitation Fund

10 Year Budget Proposal

Vehicle and Equipment Insurance	\$ 2,652.25	\$ 2,731.82	\$ 2,813.77	\$ 2,898.19	\$ 2,985.13	\$ 3,074.68
Workers Comp	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loss on Disposal of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Closure/Post Closure costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Charges	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81	\$ 245.97
Interest on notes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal on capitalized leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest on capitalized leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Processing Equipment	\$ 2,349.89	\$ 2,420.39	\$ 2,493.00	\$ 2,567.79	\$ 2,644.83	\$ 2,724.17
Motor Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant Operation Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Solid Waste Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER WASTE DISPOSAL	\$ 921,841.54	\$ 949,498.78	\$ 985,864.07	\$ 1,015,439.99	\$ 1,045,903.19	\$ 1,077,280.28
TOTAL EXPENDITURES	\$ 921,841.54	\$ 949,498.78	\$ 985,864.07	\$ 1,015,439.99	\$ 1,045,903.19	\$ 1,077,280.28

Attachment #6

Original Formation Resolution

0112 1072

RESOLUTION NO. 10111692

A RESOLUTION
CREATING LAWRENCE COUNTY'S MUNICIPAL SOLID
WASTE PLANNING REGION

WHEREAS, the adoption of the Subtitle D landfill regulations by the United States Environmental Protection Agency and companion regulations adopted by the Tennessee Solid Waste Control Board will impact on both the cost and method of disposal of municipal solid waste; and

WHEREAS, at the urging and support of a coalition of local government, environmental, commercial, and industrial leaders, the 97th Tennessee General Assembly enacted T.C.A. §68-211-801 et seq. titled "Solid Waste Management Act of 1991"; and

WHEREAS, with the view that better planning for solid waste will help control the additional costs that will be imposed by the new landfill regulations, help protect the environment, provide an improved solid waste management system, better utilize our natural resources, and promote the education of the citizens of Tennessee in the areas of solid waste management including the need for the desirability of reduction and minimization of solid waste, local governments in Tennessee supported and worked for the passage of this Act; and

WHEREAS, one of the stated public policies of this Act is to institute and maintain a comprehensive, integrated, statewide program for solid waste management; and

WHEREAS, as per T.C.A. §68-211-811, the nine development districts in the State of Tennessee have completed a district needs assessment which are inventories of the solid waste systems in tennessee; and

WHEREAS, Lawrence County's Board of County Commissioners has given consideration to the needs assessment prepared by the South Central Tennessee Development District; and

WHEREAS, T.C.A. §68-211-813, requires that counties in the State of Tennessee form municipal solid waste regions no later than December 12, 1992; and

WHEREAS, the Act's stated preference is the formation of multi-county regions with counties having the option of forming single or multi-county municipal solid waste regions; and

WHEREAS, the State of Tennessee will provide grant monies of varying amounts to single county, two county, and three or more county municipal solid waste regions to assist these

regions on developing their municipal solid waste region plans;
and

WHEREAS, the primary and prevailing purpose of the municipal solid waste regions are the preparation of municipal solid waste regional plans which among other requirements must identify how each region will reduce its solid waste disposal per capital by twenty-five percent (25%) by December 31, 1995, and a planned capacity assurance of its disposal needs for a ten (10) year period; and

WHEREAS, the development of a municipal solid waste regional plan that results in the most cost effective and efficient management of municipal solid waste is in the best interest of the citizens of Lawrence County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Lawrence County, Tennessee, acting pursuant to T.C.A. §68-211-801 et seq., that there is hereby established a Municipal Solid Waste Region for and by Lawrence County, Tennessee; and

BE IT FURTHER RESOLVED, that this Resolution by the Board of County Commissioners of Lawrence County evidences and constitutes the agreement of Lawrence County in the formation of a single-county municipal solid waste region which region may become a part of a multi-county region heretofore formed by Lewis, Perry and Hickman Counties; and

BE IT FURTHER RESOLVED, that pursuant to T.C.A. §68-211-813(b)(1), a Municipal Solid Waste Region Board is hereby established to administer the activities of this Region; and

BE IT FURTHER RESOLVED, that this Municipal Solid Waste Region Board shall be composed of 7 members; and

BE IT FURTHER RESOLVED, that pursuant to T.C.A. §68-211-813(b)(1), and as part of the participating counties' agreement as evidenced and constituted by this Resolution, the Municipal Solid Waste Region Board shall be composed of the following number of members representing their respective County and, in the instance of a City or Town which collects or provides disposal services through its own initiative or by contract, the number of members representing the city(ies) or town(s):

Lawrence County	2 members
Lawrenceburg	1 member
Loretto	1 member
St. Joseph	1 member
Iron City	1 member
Ethridge	1 member

BE IT FURTHER RESOLVED, that the Municipal Solid Waste Region Board members shall be appointed by the County Executive of the respective county the member shall represent and by the

Mayor of the respective city or town the member shall represent and, that the members so appointed, shall be approved by the respective Board of County Commissioners and municipal governing bodies.

BE IT FURTHER RESOLVED, that the members of the Board of the Municipal Solid Waste Region shall serve a six year term except that, as pursuant to T.C.A. §68-211-813(b)(1) and as part of the participating counties agreement as evidenced by this Resolution, the following shall be the initial terms of office: 1 member representing Lawrenceburg for a 6 year term; 1 member representing Loretto for a 4 year term; 1 member representing St. Joseph for a 4 year term; 1 member representing Iron City for a 2 year term; 1 member representing Ethridge for a 2 year term; 1 member representing Lawrence County for a 2 year term; and

BE IT FURTHER RESOLVED, that this Municipal Solid Waste Region Board shall have all powers and duties as granted it by T.C.A. §68-211-813 et seq. and, as part of the participants agreement as evidenced by this Resolution, it shall have the additional rights and is empowered to utilize existing governmental personnel, services, facilities, and records of the counties which are a party to this agreement evidenced by this Resolution, and to employ or contract with persons, private consulting firms, and/or governmental, quasi-governmental, and public entities and agencies in the performance of its duty to cause a municipal solid waste region plan to be produced; and

BE IT FURTHER RESOLVED, that at the Municipal Solid Waste Region Board's initial organization meeting it shall select from its members a chair, vice-chair, and secretary and shall cause the establishment of a municipal solid waste advisory committee whose membership shall be chosen by the Board and whose duties are to assist and advise the Board; and

BE IT FURTHER RESOLVED, that the Municipal Solid Waste Region Board, in furtherance of its duty to produce a municipal solid waste region plan, is authorized to apply for and receive funds from the State of Tennessee, the federal government, the counties and municipalities that are within the region, and donations and grants from private corporations and foundations; and

BE IT FURTHER RESOLVED, that as part of the participating counties' agreement, as evidenced and constituted by this Resolution, Lawrence County shall receive, disburse, and act as the fiscal agent for the administration of the funds of the Municipal Solid Waste Region and the Region's Board; and

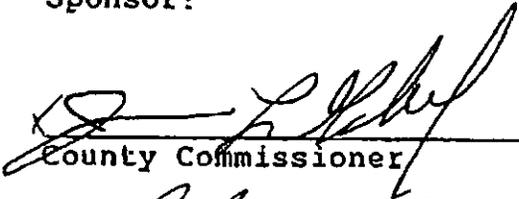
BE IT FURTHER RESOLVED, that the Municipal Solid Waste Region Board will strive to coalesce with other municipal solid waste regions to maximize collection, recycling and disposal of solid waste; and

BE IT FURTHER RESOLVED, that the Municipal Solid Waste Region Board will plan, in conjunction with other regions and particularly the region formed by Lewis, Hickman and Perry Counties of the South Central Tennessee Development District, so as to encourage multi-county planning and make possible later mergers of smaller regions into larger regions, if so desired; and

BE IT FURTHER RESOLVED, that upon the passage of this Resolution and at no later date than December 31, 1992, the County Clerk of Lawrence County shall transmit a copy of this Resolution to the Tennessee State Planning Office.

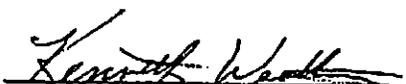
RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAWRENCE COUNTY, TENNESSEE, this 16th day of November, 1992, the welfare of the citizens of Lawrence County requiring it.

Sponsor:



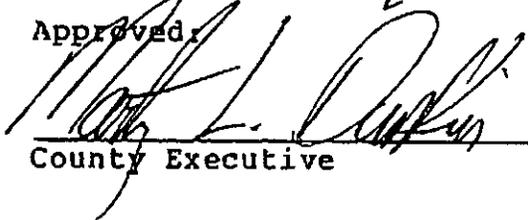
County Commissioner

Attest:



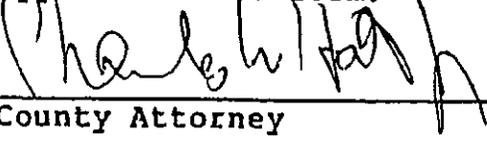
County Clerk

Approved:



County Executive

Approved as to form:



County Attorney

Attachment #7

Current Board Members

Lawrence County Municipal Solid Waste Planning Region

Tim Perry, Chairman
1136 Ethridge Redhill Road
Lawrenceburg, TN 38464
(931) 762-8007

REPRESENTS: Lawrence County
Appointed by Co. Executive
Approved by County Commission
Term: 11/01/99 – 11/01/05

Keith Smith
P.O. Box 1123
Lawrenceburg, TN 38464
(931) 853-6034

REPRESENTS: City of Loretto
Appointed by Co. Exec and Mayor of Loretto
Approved by City Council and Co. Commission
Term: 11/01/99 – 11/01/05

Eddie Brewer
44 5th Street
Iron City, TN 38463
(931) 845-4325

REPRESENTS: City of Iron City
Appointed by Co. Exec and Mayor of Iron City
Approved by City Council and Co. Commission
Term: 11/01/099 – 11/01/05

Buddy Howell
409 Robbins Street
Lawrenceburg, TN 38464
(931) 766-1982

REPRESENTS: City of Lawrenceburg
Appointed by Co. Exec and Mayor of Lawrenceburg
Approved by City Council and Co. Commission
Term: 11/01/99 – 11/01/03

Erpha Williams
3743 Hwy 43 South
St. Joseph, TN 38481
(931) 845-4479

REPRESENTS: City of St. Joseph
Appointed by Co. Exec and Mayor of St. Joseph
Approved by City Council and Co. Commission

Term: 11/01/99 – 11/01/03

Bryson Keeter

518 2nd Street

Lawrenceburg, TN 38464

(931) 766-0784

REPRESENTS: Town of Ethridge

Appointed by Co. Exec and Mayor

Approved by City Council and Co. Commission

Term: 05/01/99 – 05/01/01

Jack Benefield

456 Jonestown Road

Summertown, TN 38483

(931) 829-2414

REPRESENTS: Lawrence County

Appointed by Co. Executive

Approved by County Commission

Term: 05/01/99 – 05/01/01

Attachment #8

Map of Region

Lawrence County, Tennessee



Attachment #9

Annual Solid Waste Budget

Attachment #1

Lawrence County, Tennessee
 Solid Waste Fund
 Statement of Proposed Operations
 For the Fiscal Year Ending June 30, 2001

		Audit FY 1998	Audit FY 1999	Audit FY 2000	Budget FY 2001
REVENUES & OTHER SOURCES:					
43100	GENERAL SERVICE CHARGES				
43101	Self-Insurance Premiums	0	11,450	0	0
43108	Commercial & Industrial Waste Collection charge	124,257	188,134	375,319	238,353
43107	Residential Waste Collection charges	0	0	0	685,505
43110	Tipping Fees	0	0	1,900	0
	Fines	0	0	6,461	0
43114	Solid waste disposal fees	0	0	698,126	0
43190	Other Gen. Service Charges	14,800	0	0	12,000
43184	Service Charges	0	0	125	0
43380	Vending Mech.	371	345	171	150
	TOTAL GENERAL SERVICE CHARGES	139,428	179,929	1,082,102	914,008
44000	OTHER LOCAL REVENUE				
44110	Interest Earned	0	2,888	13,759	0
44130	Sale of Matl. & Supplies	0	0	500	0
44145	Sale of Recyclables	35,881	23,233	48,005	35,000
44170	Misc. Refund	0	2,545	0	0
44530	Sale of Equipment	0	0	0	0
44540	Sale of property	0	0	0	0
44560	Recovery from Individuals	0	0	0	0
	TOTAL OTHER LOCAL REVENUE	35,881	28,446	62,264	35,000
46800	OTHER STATE REVENUE				
46851	State revenue sharing - TVA	0	0	0	152,000
46990	Other State Grants	0	15,468	37,000	37,000
46990	Other State Revenues	0	0	0	0
	TOTAL OTHER STATE REVENUE	0	15,468	37,000	189,000
47230	Disaster Relief	0	0	0	0
48000	OTHER GOVERNMENT/CITIZENS				
48140	Contracted Service	0	0	0	0
	TOTAL OTHER GOVERNMENT/CITIZENS	0	0	0	0
49000	OTHER SOURCES (NON-REVENUE)				
49200	Note Proceeds	0	0	0	175,000
49600	Operating transfers	572,680	524,087	0	0
	TOTAL OTHER SOURCES (NON-REVENUE)	572,680	524,087	0	175,000
	TOTAL REVENUES & OTHER SOURCES	747,989	747,930	1,181,366	1,313,008

Lawrence County, Tennessee
 Solid Waste Fund
 Statement of Proposed Operations
 For the Fiscal Year Ending June 30, 2001

EXPENDITURES:		Audit FY 1998	Audit FY 1999	Audit FY 2000	Budget FY 2001
55759	OTHER WASTE DISPOSAL				
103	Supervisor/Director	28,808	27,951	35,098	
141	Foremen	17,521	19,541	12,070	28,000
143	Equipment Operators	30,377	33,499	30,820	76,031
144	Equipment Operators-Heavy	41,987	56,861	66,034	77,192
145	Equipment Operators-Light	48,054	77,900	87,721	84,584
149	Laborers	31,478	26,020	31,108	21,528
161	Secretary(s)	0	0	48,840	43,028
162	Clerical	18,235	21,856	22,316	20,900
169	Part-time	8,528	25,183	25,803	34,175
186	Longevity Pay	0	0	3,550	3,550
187	Overtime	18,655	27,619	24,771	21,420
189	Other Salaries & Wages	0	0	753	753
191	Board & Committee Members	0	0	760	760
196	Inservice	800	875	520	1,875
199	Other per diem	0	0	0	0
201	Social Security	18,481	23,032	30,478	29,770
204	State Retirement	1,473	10,857	7,514	19,486
207	Medical Insurance	18,783	14,788	19,024	34,200
210	Unemployment	2,381	2,386	2,352	1,470
299	Fringe benefits	0	0	0	0
302	Advertising	0	0	0	0
307	Communication	2,343	2,993	2,328	5,000
310	Contract with Other Public Agencies	10,125	11,612	38,615	15,000
312	Contract with Private Agency	0	0	0	0
317	Data Processing Svcs	0	828	2,427	4,927
318	Debt Collection Services	0	0	7,875	7,335
320	Dues & Membership	0	0	0	0
321	Engineering Svcs	0	2,542	0	0
322	Evaluation & Testing	0	0	0	0
330	Operating lease payments	0	0	0	0
331	Legal Services	0	218	0	1,000
332	Legal Notices	0	103	278	732
333	Licenses	4,000	0	4,000	4,800
334	Maintenance Agreements	0	638	6,138	6500
335	Maint & rpr - Bldgs	1,307	9,812	4,574	10,000
336	Maint & rpr - Eqpt	36,670	44,192	58,987	50,800
337	Maint & rpr - office eqpt	0	49	0	0
338	Maint & rpr - Vehicles	10,136	19,609	6,420	6,420
348	Postal charges	2,137	6,058	14,245	14,182

Lawrence County, Tennessee
 Solid Waste Fund
 Statement of Proposed Operations
 For the Fiscal Year Ending June 30, 2001

		Audit FY 1998	Audit FY 1999	Audit FY 2000	Budget FY 2001
348	Printing, Stationery & Forms	1,338	252	2,777	2,878
351	Rentals	0	10,875	34,228	34,228
355	Travel	2,992	1,854	2,889	3,800
359	Disposal Fees	17,090	22,328	19,333	25,000
360	Brokerage fees (tire recycle)	0	15,813	48,549	3,000
361	Permits	0	0	0	0
369	Other Contracted Services	0	12,600	11,879	11,878
409	Crushed Stone	0	2,303	382	400
410	Custodial Supplies	219	774	4,157	1,500
412	Diesel	8,320	6,049	8,578	10,000
413	Drugs & Medical Supplies	0	0	542	700
415	Electricity	0	0	0	0
422	Food Supplies	2,309	1,804	1,127	1,160
423	Fuel Oil	0	0	0	0
424	Garage Supplies	12,579	20,021	15,285	16,000
425	Gasoline	0	178	962	1,200
428	Instructional materials	0	0	0	0
433	Lubricants	1,781	2,622	6,980	3,000
435	Office Supplies	275	612	4,415	5,000
442	Propane Gas	0	103	87	100
446	Small Tools	331	337	315	350
450	Tires & Tubes	2,390	7,614	5,435	5,000
451	Uniforms	0	0	0	0
452	Utilities	26,631	28,895	33,651	33,000
454	Water & Sewer	0	0	0	0
482	Wire	12,389	24,644	21,819	20,000
485	Clay	0	3,380	238,581	100,000
499	Other Supplies	3,088	350	4,389	4,000
506	Liability Insurance	3,674	2,693	5,060	3,000
508	Surety Bond Premiums	0	1,418	338	338
509	Refunds	175,006	0	3,240	3,230
510	Trustee commission	109	15	11,531	12,000
511	Vehicle & Eqpt Insurance	0	543	2,012	2,500
513	Workers Comp	5,681	15,771	5,508	10,000
514	Depreciation	59,626	120,483	110,352	0
520	Loss on Disposal of Property	0	1,728	0	0
523	Closure/Post-Closure costs	782,775	179,394	196,147	0
599	Other charges	14	62	309	200
602	Principal on notes		0	0	0
604	Interest on notes		0	0	0
610	Principal on capitalized leases		0	0	0

Lawrence County, Tennessee
 Solid Waste Fund
 Statement of Proposed Operations
 For the Fiscal Year Ending June 30, 2001

	Audit FY 1998	Audit FY 1999	Audit FY 2000	Budget FY 2001
611 Interest on capitalized leases	8,154	0	5,239	0
709 Data Processing Eqpt	0	4,340	432	2,215
718 Motor vehicles		0	0	0
720 Plant Operation Equipment		0	0	0
733 Solid Waste Equipment		0	0	74,000
780 Other equipment		68	1,004	1,000
791 Other Construction		0	0	0
TOTAL OTHER WASTE DISPOSAL	1,471,409	950,827	1,401,454	994,008

TOTAL EXPENDITURES	1,471,409	950,827	1,401,454	994,008
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EXCESS OF REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES	(723,410)	(202,897)	(220,088)	319,000
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FUND BALANCE JULY 1	(402,804)	(1,126,214)	(1,329,111)	(1,549,199)
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TRANSFERS IN (OUT)	0	0	0	0
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FUND BALANCE ON JUNE 30	(1,126,214)	(1,329,111)	(1,549,199)	(1,230,199)
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Attachment #10

Public Meeting Information

**Five-Year Update to the Ten-Year Municipal Solid Waste Plan
PUBLIC HEARING NOTICE**

There will be a public hearing at 5:30 p.m. on Monday, May 21, 2001, in the Lawrence County Courthouse, Lawrenceburg, Tennessee to discuss the Lawrence County Five Year Update to the Municipal Solid Waste Regional Plan. The purpose of this hearing is to review the plan and to receive citizen input. Lawrence County does not discriminate. The location of the meeting is accessible to persons with disabilities. Special accommodations may be provided to persons with disabilities by contacting Steve Hill, Lawrence County Executive at (931) 762-7700.

Steve Hill
Lawrence County Executive

and silver, general merchandise, watches, videos, pocket knives, military items, and especially anything old or unusual. 852-4896.

30/B/S17-TFN/JEWI

WANTED: Small loan customers, \$100 to \$1,000. Fast, friendly service. Apply in person or by phone, 766-9806. Security Finance, 1228 First Avenue.

21/B/S14-TFN/SECF

WANTED: I buy antiques. Call 762-2124, 852-4922 or 762-1242.

3.00/P/A8-Jn24

WANTED: I would like to buy from 30 to 150 acres of improved or unimproved land in Lawrence County. Call 762-1545.

3.00/P/A29-May16

WANTED: Want to buy used lawnmowers. Push mowers and riders. Call 762-5044.

3.00/P/My6-27

YARD SALES

YARD AND BAKE SALE: Great buys from many families, quality baked goods, Saturday, May 19, 7:00 to 12:00. Pleasant Grove Church, Highway 64 West, Right 1/4 mile, the Red Hill Center Rd. Use back parking lot. Sale inside. Rain or shine.

5.00/P/My13

CLASSIFIED ADVERTISING WORKS!

if any remains, to pay the second mortgage to CitiFinancial, Inc.; fourth, if any remains, to the maker of the note, as provided for in said note and deed of trust.

The said property is described as follows:

Tract 1:

Certain lots lying and being in the 8th Civil District of the aforesaid State and County and being Lot Nos. 21 and the east one-half of Lot No. 22 in Block No. 3 of the Crowder Addition to the town of Lawrenceburg, Tennessee.

Being the same property conveyed to David N. Moore by deed dated June 16, 1995, of record in Deed Book 280, page 538, ROLC, TN.

Tract 2:

A certain lot lying and being in the 8th Civil District of the aforesaid state and county and being Lot No. 20 in Block No. 3 of the Crowder Addition to the Town of Lawrenceburg, Tennessee.

Being the same property

As required by Chapter No. 175, Public Acts of Tennessee, 1939 as amended by Chapter 137, Public Acts of 1947 and Chapter 48, Public Acts of 1949.

Estate of NOLEN DEMPSEY HOLDER late of LAWRENCE COUNTY, Tennessee

Notice is Hereby Given that on the 30th day of April, 2001, Letters of Administration, in respect to the Estate of NOLEN DEMPSEY HOLDER, de-

working in Pulaski and surrounding counties. Duties include personal care services and light housekeeping, cleaning, running errands, for elderly and handicapped individuals. Must have a high school diploma or GED, automobile, liability insurance, nice personality and ability to get along with people. Apply in person at the South Central Human Resource Agency in your county or call 363-5382.

Five-Year Update to the Ten-Year Municipal Solid Waste Plan

PUBLIC HEARING NOTICE

There will be a public hearing at 5:30 p.m., on Monday, May 21, 2001 in the Lawrence County Courthouse, Lawrenceburg, Tennessee to discuss the Lawrence County Five Year Update to the Municipal Solid Waste Regional Plan. The purpose of this hearing is to review the plan and to receive citizen input. Lawrence County does not discriminate. The location of the meeting is accessible to persons with disabilities. Special accommodations may be provided to persons with disabilities by contacting Steve Hill, Lawrence County Executive at (931) 762-7700.

Steve Hill
Lawrence County Executive
P.O. #2970

Let our team win YOU over! Hillside Hospital

An opportunity to experience a working atmosphere to most. Our goal is customer satisfaction now to achieve that goal we must have the right staff and compassionate to our customers and to you right now. So take a time out from the game. Positions available are:

MED/SURG

RN positions open 7p-7a
Nursing experience preferred
On Bonus

Full Time/RN & LPN/3p-11p
Part Time/LPN/11p-7a
PRN Staff/RN & LPN/Any Shift

Send Resumes (No Calls) To:

Hillside Hospital

Human Resources

1265 E. College Street • Pulaski, TN 38478
(Equal Opportunity Employer)

YCH

7a-7p
Any Shift
Night Shifts

CITY OF ST. JOSEPH FIRE DEPARTMENT

Communications Equipment Bid Proposal

The City of St. Joseph is accepting bids for pagers for Fire Department use. Equipment bid should at minimum contain the following features:

- Channel Monitoring Capability
- Scanning (priority and non priority)
- Synthesized receiver with two (2) channel capability
- 2-minute voice storage capability with multiple call storage
- NFPA Compliant
- Tone and Vibrate alert capabilities with visual indication
- Low Battery alert
- Field Programmable function mode switch
- Field programmable frequency and codes
- Frequency - 143 to 174 MHz
- AC Charger

All bids should contain full product and warranty specifications, along with the name of the nearest service facility. Pricing should be good for at least 90 days.

The City of St. Joseph reserves the right to reject any and all bids.

BIDS ARE DUE: May 17, 2001 - 7:00 p.m. - St. Joseph City Hall • 931-845-4141

Robert Russ
City Manager

Attachment #11

Approval of 5 Year Update by County Commission

STEVE HILL

County Executive of Lawrence County

NBU #1
240 W. Gaines Street
Lawrenceburg, TN 38464

Phone (931) 762-7700
Fax (931) 766-2219
CountyExecutive@Co.Law.Tn.Us

May 23, 2001

To Whom It May Concern:

The Lawrence County Commission approved the Five-Year Up-date on May 22, 2001.

A copy of this resolution will be forwarded to your office as soon as possible.

If you have any questions, please call my office.

Cordially,



Steve Hill
County Executive

SH/vc

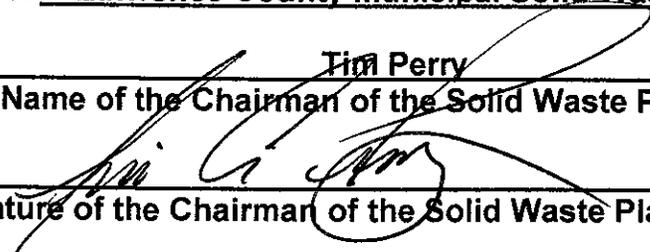
Attachment #12

Signature Page

To the best of my knowledge all statements and figures included in this report are accurate and correct as of the date of submission of this report.

Region Name: Lawrence County Municipal Solid Waste Planning Region

Tim Perry
Typed Name of the Chairman of the Solid Waste Planning Region


Signature of the Chairman of the Solid Waste Planning Region

5-21-01

Date

To the best of my knowledge all statements and figures included in this report are accurate and correct as of the date of submission of this report.

Steve Hill
Typed Name of the County Executive(s)


Signature of the County Executive(s)

5-21-01

Date