

**SOLID WASTE DISPOSAL AGREEMENT**

THIS AGREEMENT is made and entered into this the 24<sup>th</sup> day of November, 2009 by and between the COUNTY OF GREENE, TENNESSEE (hereinafter called "County") and the TOWN OF GREENEVILLE, TENNESSEE (hereinafter called "Town") (the County and Town are sometimes referred to collectively as "Municipalities"), and LAKEWAY RECYCLING AND SANITATION, INC., a Tennessee corporation, (hereinafter called "LRS").

WHEREAS, the Greeneville/Greene County Regional Solid Waste Board, on behalf of the Municipalities, solicited proposals for the disposal of mixed solid waste and non-hazardous special waste;

WHEREAS, LRS submitted its proposal for disposal of such non-hazardous wastes dated October 22, 2009; and the Municipalities deem that it was in the best interest of their citizens to negotiate with LRS;

WHEREAS, the Municipalities desire to engage LRS to dispose of the Municipalities' mixed solid waste and non-hazardous special waste at the LRS Sanitary Landfill, and LRS desires to provide such disposal services for the Municipalities in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the Municipalities and LRS, each intending to be legally bound with an effective date of January 1, 2010, agree as follows:

1.0 DEFINITIONS

- 1.01 Proposal Documents - The Advertisement for Proposals, Proposal Documents, and LRS's Proposal, a copy of which are attached as Collective Exhibit A hereto.
- 1.02 LRS Sanitary Landfill - The Solid Waste disposal site located at 5155 Enka Highway in Hamblen County, Tennessee.
- 1.03 Disposal Fee - The Amount set forth in Section 9.01 hereof, as adjusted, charged by LRS for the performance of disposal services hereunder.
- 1.04 Governmental Approvals - All permits, licenses and approvals required for the operation and / or expansion of the LRS Sanitary Landfill.

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

2.0 SCOPE OF SERVICES

LRS shall furnish all labor, equipment and machinery necessary to provide Municipal Waste Disposal services at the LRS Sanitary Landfill from and after the date hereof in accordance with and subject to the terms and conditions of this Agreement.

3.0 SOLID WASTE PLAN

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

4.0 OPERATION OF GREENEVILLE TRANSFER STATION

4.01 Compliance with Laws and Permits - The Town and County shall operate the Greeneville Transfer Station throughout the term of this Agreement in compliance with all applicable federal, state and local laws, rules and regulations, and the terms and conditions of any permits, licenses and approvals issued for the operation of the Greeneville Transfer Station. The Municipalities shall conduct all other Municipal Waste collection and transportation operations in compliance with all applicable federal, state and local laws, rules and regulations.

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

## 5.0 DISPOSAL SERVICES

- 5.01 Disposal Operations - From and after the Service Commencement Date (as hereinafter defined), LRS shall accept all Municipal Waste and such approved Special Waste delivered by the County and Town (or by any waste collection service operating under contract with either the County or Town) in waste collection vehicles containing only Municipal Waste (with any approved Special Waste being delivered in collection vehicles containing only such approved Special Waste except for commingled loads permitted by the State of Tennessee and in accord with Section 5.05 hereof) to the LRS Sanitary Landfill for disposal. LRS shall have complete control and direction over all of the disposal operations and practices at the LRS Sanitary Landfill subject, however, to the supervision of federal and state agencies having jurisdiction there over. This Agreement is for the performance of specific services described herein. Under no circumstance or condition shall the operation of the LRS Sanitary landfill by LRS in accordance with this Agreement be deemed a public function, nor shall the County, Town or any other person or entity, public or private, acquire any interest, ownership or otherwise, in any of the real or personal property, improvements or fixtures at the LRS Sanitary Landfill by virtue of the Agreement.
- 5.02 Inspection of LRS Sanitary Landfill - The Municipalities may, on a reasonable basis as the Municipalities deem necessary, make inspections of the LRS Sanitary Landfill during normal business hours, however, such inspections shall be made only by authorized employees or agents of the Municipalities accompanied by the LRS site manager or any other person designated by the LRS site manager. Such inspections shall not unreasonably interfere with LRS's performance of any of its operations at the LRS Sanitary Landfill.
- 5.03 Compliance with Laws - LRS shall conduct disposal operations with respect to services performed hereunder in accordance with all applicable federal and state laws, rules and regulations. The County and Town shall comply with reasonable work and safety rules which have been promulgated by LRS to govern operations at the LRS Sanitary Landfill.
- 5.04 Holidays / Hours - The following shall be holidays for purposes of this Agreement:
- New Year's Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- LRS may decide to observe any or all of the above mentioned holidays by suspension of disposal services on the holiday. LRS, will give the Municipalities advance notice of LRS's observance of any holiday. Subject to any applicable

regulatory agency requirement regarding hours of operation, the LRS Sanitary Landfill will be open for the delivery of Municipal Waste Monday through Friday from 6:30 a.m. to 3:30 p.m. and on Saturday from 8:00 a.m. to 12:00 noon and LRS will use reasonable efforts to accommodate any after hours delivery of Municipal Waste on an emergency basis so long as such accommodation does not occur on an ongoing basis or will not result in a violation of any applicable regulatory agency requirement. In addition, LRS shall maintain an office or make other arrangements acceptable to the Municipalities so that a responsible person may be contacted between the hours of 4:45 a.m. and 6:00 p.m. for the resolution of complaints by either Municipality.

- 5.05 Special Waste - If the Municipalities accept special waste then the Municipalities shall require each generator of Special Waste, in addition to any label, marking, manifest or other such documentation required by any applicable law, regulation or permit, to provide to LRS, in advance of any shipment of Special Waste to be disposed of by LRS, and a detailed written physical and chemical description or analysis of the Special Waste including, without limitation, a listing of unique characteristics and safety procedures, if such exists, that would be of significance to the handling of such Special Waste. This information shall be provided through MSDS sheets or TCLP tests together with an approved Special Waste permit from the applicable State regulatory agency (hereafter "required information"). The Municipalities shall promptly furnish to LRS any information regarding known, suspected or planned changes in composition of any such Special Waste. Such Special Waste shall not be delivered to LRS for disposal until such required information and representative sampling are analyzed and approved by LRS. LRS shall have the right to reject loads of bulky Special Wastes if in LRS's judgment such loads would disrupt any normal operating procedures. With respect to Special Waste generated by the Town or the County, the Town and the County respectively warrants that all of such Special Waste specified by it in the required information and delivered to the LRS Sanitary landfill shall conform to the descriptions set forth on the required information. With respect to any Special Waste not generated by either of the Municipalities and delivered to the Greeneville Transfer Station for transportation to the LRS Sanitary landfill for disposal (hereinafter referred to as "Non-Municipality Special Waste"), (a) the Town warrants that the Town shall not alter or disturb any of such Non-Municipality Special Waste in any manner which would result in such Non-Municipality Special Waste not conforming to the description set forth on the required information for such Non-Municipality Special Waste, and (b) the County warrants that the County shall not alter or disturb any of such Non-Municipality Special Waste in any manner which would result in such Non-Municipality Special Waste not conforming to the description set forth on the required information for such Non-Municipality Special Waste. With respect to any Special Waste permitted by the State of Tennessee to be commingled with any non-special Municipal Waste, (a) the Municipalities shall provide LRS copies of all of the generator's permits allowing such commingling, and (b) subject to the foregoing terms and provisions of this Agreement, such commingled Special Waste may be handled and transported as non-special Municipal Waste to the extent allowed by

such permits.

- 5.06 Non-Exclusive Use of LRS Sanitary Landfill - The use of the LRS Sanitary Landfill by the County and Town shall be nonexclusive and, in addition to the disposal of Municipal Waste pursuant to this Agreement, LRS shall have the absolute and unrestricted right to accept for disposal any waste materials brought to the LRS Sanitary Landfill by any other municipality or other body, corporation, person or other entity, public or private, for disposal, and LRS shall also have the absolute and unrestricted right to establish from time to time all fees (except for the Disposal Fee established hereunder), deductions, discounts, credits and allowances, and charge and retain such fees, for disposal of any waste material.
- 5.07 Inspection of Municipal Waste LRS shall have the right to inspect any incoming loads of Municipal Waste delivered to the LRS Sanitary Landfill for compliance hereunder and reject any Non-Conforming Waste. The County and Town shall be responsible for the removal and proper disposal of all such Non-Conforming Waste at the Municipalities' expense.
- 5.08 Priority Disposal/ Extrication / Breakdown Assistance - LRS will provide the Municipalities' transportation vehicles with priority dumping over LRS's route collection vehicles at the LRS Sanitary Landfill. LRS will extricate any Municipality vehicle which may become stuck at the landfill; extrication shall be by means of pulling only. In addition to any liquidated damages hereinafter provided, LRS shall be responsible for all damages caused to any stuck vehicle in an area where LRS was directing the driver. LRS shall provide mechanic roadside assistance for minor mechanical breakdowns inside the landfill not to exceed \$200 in costs per incident and all other costs and expenses shall be borne by the Municipalities.
- 5.09 Maintenance of Disposal Site Infrastructure; Efficiency - LRS shall maintain the working face and all access roads in such a condition that will not impede the off-loading of Municipal Waste at the disposal site. LRS will maintain and operate the LRS Sanitary Landfill in the manner reasonably necessary to minimize the Municipalities' transportation and dumping time.
- 5.10 Municipality Complaints - LRS shall respond to all complaints from either Municipality within 24 hours. LRS shall also resolve all complaints within said 24 hour period, except such matters which reasonably cannot be resolved in such time period, and in such event, such matter shall be resolved as promptly as reasonably possible.

## 6.0 EFFECTIVE DATE

This Agreement shall be effective upon the execution of this Agreement by the Municipalities and LRS, and the delivery of Municipal Waste by the Municipalities to the LRS Sanitary landfill and performance of disposal services by LRS hereunder

in accordance with the terms and provisions hereof and shall commence on January 1, 2010 (the "Service commencement Date").

7.0 INDEMNITY

7.01 Indemnity by LRS

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

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

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

by LRS of any of its agreements hereunder.

8.0 TERM / TERMINATION

8.01 Term - This Agreement is for an initial term of five (5) years from and after the Service Commencement Date. This Agreement shall automatically renew upon the same terms and conditions then in effect for one (1) five (5) year renewal term unless the Municipalities or LRS shall give written notice of termination (such termination to be effective upon the expiration of the initial term or any such renewal term, as the case may be) to the other party at least sixty (60) days prior to the expiration of the initial term of this Agreement.

8.02 Termination by Municipalities - In the event that at any time during the term of this Agreement the Municipalities may engage a third party to finally dispose of and transport all Municipal Waste in any manner other than by landfilling waste (i.e. an incinerator or other technology) at a cost savings of greater than fifteen percent (15%) compared to both the Disposal Fee and the transportation cost hereunder then in effect, then the Municipalities shall have the right (a) to terminate this Agreement by giving LRS at least one hundred eight (180) days advance written notice to LRS prior to the effective date of termination; and (b) to terminate this Agreement on thirty (30) days advance written notice given to LRS within ninety (90) days following the end of any month in which three (3) or more incidents have occurred giving rise to liquidated damages provided for in Section 14.0 hereof. Any such termination ((a) or (b)) shall require the approval of the governing bodies of the Municipalities.

9.0 BASIS AND METHOD OF PAYMENT / ADJUSTMENTS

9.01 Disposal Fee - Beginning January 1st of the specified year:

2010 - \$18.57	2015 - \$19.17
2011 - \$18.57	2016 - \$19.37
2012 - \$18.57	2017 - \$19.57
2013 - \$18.76	2018 - \$19.77
2014 - \$18.95	2019 - \$19.97

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

9.02 Taxes, Etc. In addition to the Disposal Fee, as adjusted, LRS shall have the right to



charge an additional amount to reflect any tax (excluding sales taxes), fee, levy, charge, and surcharge (including, but not limited to, the current Tennessee surcharge of \$1.25 per Ton and any increases therein) payable to the State of Tennessee or any federal regulatory authority, agency or body on or with respect to any Municipal Waste disposed of at the LRS Sanitary Landfill or any services performed hereunder.

- 9.03 Regulatory and Other Changes. LRS may also petition the Municipalities at any time to increase the Disposal Fee, insurance costs and increases in costs (including, without limitation, overhead and profit) resulting from (a) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof), (b) orders, judgments or directives of any court or governmental body or instrumentality thereof, (c) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site and (d) other contingencies beyond LRS's reasonable control; provided, however, that the Municipalities may approve or disapprove, in their sole discretion, any such petition by LRS.
- 9.04 Billings to Municipalities - LRS will provide a single invoice to the Municipalities on a monthly basis on or before the tenth (10<sup>th</sup>) day of each month for all disposal services rendered during the preceding calendar month (or, at LRS's option, on a weekly basis for disposal services rendered during the preceding calendar week) and the Municipalities will remit payment for each invoice without set-off or deduction to LRS. within thirty (30) working days of the date of such invoice. Such billing for Municipal Waste shall be based on the Disposal Fee as adjusted pursuant to Sections 9.01, 9.02 and 9.03 hereof.

## 10.0 INSURANCE

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

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

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

## 11.0 DEFAULT

Except as otherwise provided herein, if either party breaches any of the material

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

#### 12.0 NON-CONFORMING WASTE

This Agreement relates solely to the disposal of Municipal Waste and excludes any Non-Conforming Waste and, therefore, the Municipalities, respectively and to the extent allowed by law, agree to defend, indemnify and hold LRS harmless from and against any and all damages, penalties, fines and liabilities resulting from or arising out of Non-Conforming Waste collected and generated by the indemnifying party; provided, however, that in the event the Town has not breached any of its warranties under Section 5.05 above, the Town shall not be obligated to indemnify LRS with respect to any Non-Conforming Waste contained in any loads of Non-Town Special Waste. In like manner, if the County has not breached any of its warranties under Section 5.05 above, the County shall not be obligated to indemnify LRS with respect to any Non-Conforming Waste contained in any loads of Non-County Special Waste.

#### 13.0 MISCELLANEOUS

13.01 Transferability - No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by either of the Municipalities without the express prior written consent of LRS or by LRS without the express prior written consent of the Municipalities, except that LRS without the consent of the Municipalities may assign and delegate any of its rights and obligations under this Agreement or subcontract the performance of any services to be rendered hereunder to any affiliated corporation or other entity which controls, or is controlled by, or is under common control with LRS, provided however, LRS shall remain liable to the Municipalities for the faithful performance of all its obligations hereunder.

13.02 Force Majeure - The obligations of LRS, its assigns and subcontractors hereunder are subject to and excused in the event of the occurrence of any contingency beyond the reasonable control of LRS, its assigns or subcontractors including, with limitation, (i) strikes, riots, wars, acts of God, accidents, (ii) compliance with any future (whether newly enacted or amendment of any existing) law, regulation, order or decree in effect after the date hereof, and (iii) the modification, denial, loss, suspension, expiration, termination, revocation or failure of issuance or renewal of any permit, license or other governmental approval regarding the use, operation, expansion or closure of the LRS Sanitary Landfill.

13.03 Severability - In case any one or more of the provisions contained in this

Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable there shall be added as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal and enforceable.

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

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

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

Lakeway Recycling and Sanitation, Inc.  
 Attn: Patrick McGuffin

P. O. Box 1894  
Morristown, Tennessee 37816-1894

13.08 Entire Agreement - This Agreement and the Exhibit hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement shall control in the event of any conflict between the terms and provisions of this Agreement and the Proposal Documents. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties.

14.0 LIQUIDATED DAMAGES

The affected Municipalities, acting jointly by and through their Mayors, shall be entitled to liquidated damages of \$200 per incident for each violation by LRS of the provisions of any of Sections 5.04, 5.08, 5.09 and 5.10. Notice of any such incident shall be in a writing addressed to LRS and mailed by way of certified mail return receipt requested.

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

APPROVED AS TO FORM:

COUNTY OF GREENE, TENNESSEE

Roger A. Woolsey  
County Attorney

By: Alan D. Proyer  
Title: Co. Mayor

APPROVED AS TO FORM:

TOWN OF GREENEVILLE, TENNESSEE

Donald W. Woods  
Town Attorney

By: Garland H. King  
Its: Mayor

LAKEWAY RECYCLING AND SANITATION, INC.

By: Patil Mehta  
Title: Pres.

COLLECTIVE EXHIBIT A

PD 30354 11/13

THE GREENEVILLE SUN  
AD AUTHORIZATION

Salesperson: SHARON MOSES

Printed at 10/14/09 09:53

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Acct#:	40106	Ad#:	1005661	Status:	N
	TOWN OF GREENEVILLE	Start:	10/15/09	Stop:	10/15/09
	200 N COLLEGE STREET	Times Ord:	1	Times Run:	****
	GREENEVILLE TN 37745	STD	1.00 X	52.00	Words: 169
Contact:	BRENDA	Rate:	LEG	Cost:	104.00
Phone:	(423)639-7105	Class:	1010	PUBLIC NOTICES	
Fax#:	(423)639-0093	Descript:	REQUEST FOR PROPOSALS FOR		
Email:	brendal.tog@comcast.net	Given by:	c*st.net <paulac.tog@comcast.net		
Agency:		Created:	jroe	10/14/09 09:44	
		Last Changed:	jroe	10/14/09 09:50	

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PUB	ZONE	ED	TP	START	INS	STOP	SMTWTFS
GS	A		97	W 10/15/09	1	10/15/09	MTWTFS

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AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (signature)

(AD COPY ON NEXT PAGE)

THE GREENEVILLE SUN  
AD AUTHORIZATION  
(CONTINUED)

Salesperson: SHARON MOSES

Printed at 10/14/09 09:53

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Acct#: 40106

Ad#: 1005661 Status: N

REQUEST FOR  
PROPOSALS FOR  
SOLID WASTE DISPOSAL  
SERVICES ONLY  
AND  
OPTIONAL SOLID WASTE  
TRANSPORTATION COST

The Greenville/Groene County Regional Solid Waste Planning Board will accept "Request for Proposals" for Solid Waste Disposal Services only and an optional Solid Waste Transportation proposal. Sealed proposals will be received until Thursday, October 22, 2009 at 9:00 a.m. (local time) at which time they will be opened in the Boardroom of Greenville Town Hall, 200 N. College St., Greenville, Tennessee 37745.

All proposals must be sealed in envelopes, plainly marked "Proposals for Solid Waste Disposal and optional Transportation". Return to:

James L. Warner, Recorder  
Town of Greenville  
200 N. College Street  
Greenville, TN 37745

Proposal documents may be examined and copies obtained at the following locations: Town of Greenville Recorder's Office, 200 N. College St., Greenville, TN or (2) The Greene County Mayor's office, 204 N. Culler St., Greenville, TN 37745.

The Greenville/Groene County Regional Solid Waste Planning Board reserves the right to accept or reject any and all proposals.

Publication date: 10/15/09

**Request for Proposals**

**for**

**Solid Waste Disposal Service**

**for the**

**Greeneville/Greene County Regional  
Solid Waste Planning Board.**

**OCTOBER 14, 2009**

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1. INSTRUCTION TO PROPOSERS

1.1 PROPOSAL SUBMITTAL

The Greeneville/Greene County Regional Solid Waste Planning Board, on behalf of Greeneville and Greene County, will receive Proposals until 9:00 a.m., Thursday, October 22, 2009, where they will be publicly opened in the Boardroom at the Greeneville Town Hall. All Proposals must be sealed in envelopes and addressed to:

James L. Warner, Recorder  
200 North College Street  
Greeneville, Tennessee 37745

All Proposals must be plainly marked, "Proposals for Solid Waste Disposal Services and optional Transportation Cost for the Greeneville/Greene County Regional Solid Waste Planning Board." **Proposers must submit fifteen (15) copies of the Proposal. No faxed Proposals will be accepted.**

A copy of the Request for Proposals may be obtained from the:

Town of Greeneville Recorder  
200 North College Street  
Greeneville, TN 37745

or

Greene County Mayor  
204 North Cutler Street  
Greeneville, TN 37745

Proposals must be made on the Proposal Forms, and in accordance with the Instructions to Proposers and the General Specifications furnished by the Greeneville/Greene County Regional Solid Waste Planning Board in this Request for Proposals. A copy of the Proposal Forms is attached hereto. An award, if made, will be made to the successful proposer(s) whose Proposal is most advantageous for the Greeneville/Greene County Regional Solid Waste Planning Board. The Greeneville/Greene County Regional Solid Waste Planning Board reserves the right to accept or reject any and all Proposals.

**Proposals received after the opening time will be returned unopened.**

1.2 SITE INSPECTION

Before submitting the Proposal, each proposer is encouraged to inspect the area(s) of the proposed service to arrive at a clear understanding of the conditions under which the work is to be done.

### 1.3 PRICES

The proposers shall submit unit prices as indicated on the Proposal Forms. The quantities listed on the Proposal Forms are for the purposes of comparison and evaluation of Proposals.

### 1.4 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written or telegraphic request received from proposers prior to the time fixed for opening. After Proposals have been opened, they cannot be withdrawn for a period of 120 days.

### 1.5 PRE-AWARD COSTS

This Request for Proposals does not commit the Greeneville/Greene County Regional Solid Waste Planning Board to pay any costs incurred or associated with the development, preparation, review, submission, and/or presentation of the Proposals submitted by the proposer. All costs incurred by the proposer in responding to this request are the responsibility of the proposer.

### 1.6 REJECTION OF PROPOSERS

The Greeneville/Greene County Regional Solid Waste Planning Board reserves the right to reject any Proposals if investigation of the proposer fails to satisfy the Board that such a proposer is properly qualified to carry out the obligations and to complete the work contemplated therein. A Proposal may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The Board reserves the right to reject any or all Proposals for any reason and to waive any technical errors as may be deemed best for the interests of Greeneville and Greene County.

### 1.7 INSURANCE

The Greeneville/Greene County Regional Solid Waste Planning Board shall require that the Contractor obtain and maintain the minimum amounts of coverage in full force and effect for as long as is necessary to fund the Contractors indemnification and defense obligation. Provided in the Appendix of this Request for Proposals, is the Insurance Checklist identifying coverages required with limits.

The proposer shall submit with the Proposal evidence of insurance as listed on the Insurance Checklist provided in the Appendix.

## 1.8 INFORMATION NOT GUARANTEED

Information given in the Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the proposer, and the proposer should use his/her own judgement and prerogatives in evaluating, checking and verifying the information provided. **The Board can make no guarantees and representations that the current estimated daily and annual tonnages would continue in the future.**

## 1.9 RIGHT TO INSPECT

The Board reserves the right to inspect the disposal site before and after award of the proposal(s) and to employ or assign an authorized representative to inspect the work performed or being performed by the successful proposer(s).

## 1.10 EVALUATION CRITERIA

All Proposals submitted on time will be reviewed and considered. Proposal selection will be based upon, but not limited to, the following considerations:

- Understanding the scope of work
- Cost factors
- Prior experience with the same type of project
- Expertise of key project team members

## 2. GENERAL SPECIFICATIONS

### 2.1 BACKGROUND

The Greeneville/Greene County Regional Solid Waste Planning Board, representing the Town of Greeneville and Greene County, is required by the Solid Waste Management Act of 1991 to plan for the collection and disposal of solid waste generated within Greene County. The Town of Greeneville operates the solid waste transfer station and landfill located at 1555 Old Stage Rd., Greeneville, TN 37745. Greeneville and Greene County jointly own the facility.

Solid waste (including Special Waste) collected at the Greeneville/Greene County Transfer Station is hauled by the transfer station personnel to the Carter Valley Class I Landfill in Hawkins County, Tennessee.

The total amount of solid waste accepted at the transfer station for the year 2008 was approximately 40,000 tons. The average daily amounts is approximate 160 tons. **The Board can make no guarantees and representations that the current estimated daily and annual tonnages would continue in the future.**

Presently, the Town of Greeneville directly provides curbside residential and commercial solid waste collection. The City of Tusculum also provides residential curbside collection. Greene County directly provides the collection of residential solid waste at the seventeen (17) County owned and operated convenience center sites. The County also provides commercial solid waste collection. The Town of Greeneville, the City of Tusculum and Greene County then haul the solid waste collected to the transfer station for transportation and disposal. The Town, the City and the County will continue to directly operate residential and commercial solid waste collection services. These services are not part of this Request for Proposals.

### 2.2 SCOPE OF SERVICES

#### 2.2.1 Intent and Purpose

The Tennessee Solid Waste Management Act of 1991 requires Regional Solid Waste Planning Boards to plan for transportation and disposal services to manage solid waste generated within the Region. The Greeneville/Greene County Regional Solid Waste Board plans for the transportation and disposal of solid waste generated within Greene County.

The Board is requesting Proposals for:

**Disposal Charges:**

- The price per ton for the disposal of solid waste (including special waste) in a designated and permitted Class I Landfill. The price per ton must include all known charges (host fee, surcharges, etc) and all charges currently imposed by the State of Tennessee.

**Optional - Transportation Charges**

- The cost per load to haul the solid waste (including special waste) from the Greeneville/Greene County Transfer Station to your designated and permitted Class I landfill. See appendix B

It is the intent and purpose of a Contract on which Proposals are sought to provide disposal services of solid waste (including special waste) collected at the Greeneville/Greene County transfer station.

The Town of Greeneville and Greene County will sign a Contract with the successful proposer(s) for a period of five (5) years with a five (5) year renewal option to be exercisable by Greeneville and Greene County upon 120 days advance notice to the Contractor.

**2.2.2 Experience**

At a minimum, each Proposal must include the following information:

1. A description of services to be provided which demonstrates an understanding of the Scope of Services necessary. This description should include the equipment requirements necessary to provide the services proposed.
2. Demonstration that the Proposer has the necessary qualifications, licenses, permits and experience to dispose solid waste in the State of Tennessee.
3. A list of disposal services provided by the Proposer in the State of Tennessee. The list should include the following information:
  - a) Name and location of all governmental entities served with permission to contact. Provide contact name and phone

- number.
- b) Name, location, types of materials accepted, remaining life, and site specifications of the designated and permitted Class I Landfill to be used by the Proposer,
- d) List of references and a statement of permission to contact references. Provide contact name and phone number.

**2.2.3 Disposal of Solid Waste**

The successful proposer(s) shall be solely responsible for the disposal of solid waste transported from the Greeneville/Greene County Transfer Station.

The proposer shall prepare the Proposal based on a permitted Class I Landfill site to be determined and identified by the proposer.

Maintenance of the disposal site infrastructure, examples being the condition of the working-face and landfill access roads, shall not impede the off-loading of solid waste from the trailers.

The Class I Landfill identified by the proposer shall comply with all federal, state and local laws, ordinances and regulations, including the rules, regulations and guidelines promulgated and adopted by the Tennessee Solid Waste Control Board and the Tennessee Department of Environment and Conservation, and General Specifications of this Request for Proposals in operating a Class 1 Landfill.

**2.2.4 Disposal Operations**

Hours of Operation - Any time restrictions shall be affected only upon the mutual agreement of the Greeneville/Greene County Transfer Station personnel and Contractor.

Holidays - The Contractor shall specify holidays to be observed subject to Greeneville Transfer Station personnel's approval.

Office - The Contractor shall maintain an office or make other arrangements through which it can be contacted from 4:45 a.m. to 6:00 p.m. on regular collection days to handle complaints as needed.

Service Delivery - If the Contractor is unable to perform the duties under this Proposal, the Greeneville/Greene County Transfer Station personnel will secure another service provider and the Contractor will be responsible for any costs incurred.

### 2.3 ASSIGNMENT OR SUBLETTING

Neither the Contract nor any of the payments to become due under it shall be assigned in whole or in part by the Contractor, nor shall any part of the work be sublet by the Contractor, without the prior written consent of the Town of Greeneville and Greene County, and such consent shall not relieve the Contractor from full responsibility and liability for the work and for the due performance of all terms and conditions of the Contract.

### 2.4 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits required by the Town of Greeneville, Greene County and the State of Tennessee, and promptly pay all taxes required by the federal, state and/or county authorities. The successful proposer(s) must be able to obtain a current Greeneville/Greene County Business License.

### 2.5 PERFORMANCE BOND

The successful proposer(s) will be required to furnish a performance and payment bond or other security in the amount of \$2,000,000 as a guarantee of performance. **All Proposals must contain a statement of the proposers willingness to furnish such security.**

### 2.6 UNIT PRICES QUOTED

Prices quoted on the attached Proposal Forms shall remain fixed for the Contract period or any renewal option. All additional fees shall be included in the unit price quoted.

### 2.7 PAYMENT

The successful Proposer shall negotiate acceptable payment terms with the Town of Greeneville according to the option or options awarded under this Proposal.

### 2.8 CONTRACT TERMS

All items included in this Request for Proposals must be included with the Proposal. The proposer must indicate that this request and the proposer's written material submitted in response will be included as part of the Contract. All Contracts between the parties shall be governed by and enforced in accordance with laws of the State of Tennessee.

## 2.9 LIQUIDATED DAMAGES

Work shall be completed in a professional manner in accordance with the terms of the Contract.

For the purposes of computing liquidated damages under the provisions of a Contract, it is understood that the Town of Greeneville may deduct from payments due or to become due to the Contractor amounts as liquidated damages upon proof of damages by the Town of Greeneville.

Failure of the Contractor to fulfill specified aspects of the Contract shall carry monetary penalties as payments due to the Town of Greeneville as follows:

- 2.9.1 Failure to provide on-request service within 24 hours - \$100/trailer/incident;
- 2.9.2 Failure to deliver empty trailer(s) at time of scheduled haul or pickup - \$100/day/container;
- 2.9.3 Failure to maintain secure loads of material, and allowing material to fall out or blow out of containers being hauled onto State, City and County roads - \$200/incident;
- 2.9.4 Failure to respond to and resolve complaints within 24 hours - \$200/incident;
- 2.9.5 Failure to provide efficient landfill operations such that the off-loading of solid waste is impeded at the disposal site due to poor site maintenance - \$200/incident.

## 2.10 TERMINATION

The Contract may be terminated by the Town of Greeneville and Greene County with sixty (60) days written notice for: (1) failure to comply with terms and conditions of this Contract, (2) unsatisfactory performance of service, or (3) lack of adequate funds to cover service costs.

## 2.11 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.



## 2.12 INDEMNITY

The Contractor will indemnify and save harmless the Town of Greeneville and Greene County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of the Contract.

In addition to the liability imposed on the Contractor on account of damage to property or personal injury, including death, arising through operations under this Contract, the Contractor agrees to indemnify the Town of Greeneville and Greene County against any expense, liability or payment damage for property or personal injury, including death and injuries to the Contractor's employees, caused or in any manner arising from operations hereunder, including the use by the Contractor of equipment or facilities furnished by the Town of Greeneville and/or Greene County.

SECTION A

COMPANY AFFIDAVIT

The affiant states with respect to this Proposal to the Town of Greeneville and Greene County, Tennessee:

I (we) hereby certify that if the Contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said Town or County, or any person representing or purporting to represent the Town or County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a Contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the Request for Proposals and this Proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this Proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the Proposal process.

I further recognize that the Town of Greeneville and Greene County reserves the right to make its award for any reason considered advantageous to the Town and County. The company may be selected without respect to price alone, but will include other factors.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Type of business organization (For example: corporation, LLC, partnership, proprietorship)

\_\_\_\_\_

Address \_\_\_\_\_

**SECTION B**

**PROPOSAL FORM**

Please propose Disposal Services for solid waste (including special waste) collected at the Greenville/Greene County Landfill and Transfer Station. Price per ton **MUST** be stated for each year.

<u>DISPOSAL</u> <u>DESCRIPTION</u>	<u>Five (5) Year Contract</u>					<u>Optional Five (5) Year Renewal Contract</u>				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Disposal Of Solid Waste (including special waste) (\$/ton)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**OPTIONAL.** Price per load **MUST** be stated for each year.

<u>TRANSPORTATION</u> <u>DESCRIPTION</u>	<u>Five (5) Year Contract</u>					<u>Optional Five (5) Year Renewal Contract</u>				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Transportation of Solid Waste (including special waste) (\$/load)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**CLASS I DISPOSAL SITE LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
Proposer Name and Title

\_\_\_\_\_  
Proposer Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**SECTION C - Proposal Response Checklist**

1. Scope of Services
2. Statement of Experience
3. Insurance Checklist
4. Performance Bond Statement
5. Company Affidavit
6. Proposal Form

## APPENDIX A - INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES AND ENDORSEMENTS

COVERAGES REQUIRED	LIMITS (Figures denote minimums)
Worker's Compensation (proprietor/partners/executive officers exclusion not allowed)	Statutory limit of Tennessee
Employer's Liability	\$100,000/accident, \$100,000/disease \$500,00/disease policy limit
Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$2 million annual aggregate
Premises/Operations	\$1,000,000 CSL BD/PD each occurrence \$2,000,000 annual aggregate
Automobile Liability & Owned/Hired/Non-Hired/Non-Owned Vehicles	\$500,00 BI/PD each accident Uninsured Motorist
Independent Contractors	\$1,000,000 CSL BI/PD each occurrence \$2 million annual aggregate
Products Liability	\$1,000,000 CSL BI/PD each occurrence \$2 million annual aggregate
Completed Operations	\$1,000,000 CSL BI/PD each occurrence \$2 million annual aggregate
Contractual Liability (must be shown on certificate)	\$1,000,000 CSL BI/PD each occurrence \$2 million annual aggregate
Personal and Advertising Injury Liability	\$1,000,000 each offense \$2 million annual aggregate
Umbrella Liability	\$10 million Bodily Injury, Property Damage and Personal injury
Pollution Liability	\$10 million CSL, each occurrence

- Insurance Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- Notice of Cancellation, Non-renewal or material change in coverage shall be provided to the Town of Greeneville and Greene County, Tennessee at least 30 days prior to action.
- The Town of Greeneville and Greene County Tennessee shall be named as Additional Insured on all policies except Worker's Compensation
- Umbrella Coverage must attach to underlying limits of all policies listed above
- Certificate of Insurance shall show project numbers or other contract identifier used

by the Town and County.

## Appendix B

### Transportation of Solid Waste

The proposer(s) shall be available to transport solid waste collected at the transfer station Monday through Friday, either on a regular schedule and/or an on-call basis depending upon the need.

The Contractor shall provide an adequate number of enclosed trailers to be located at the transfer station for the operator to load with solid waste.

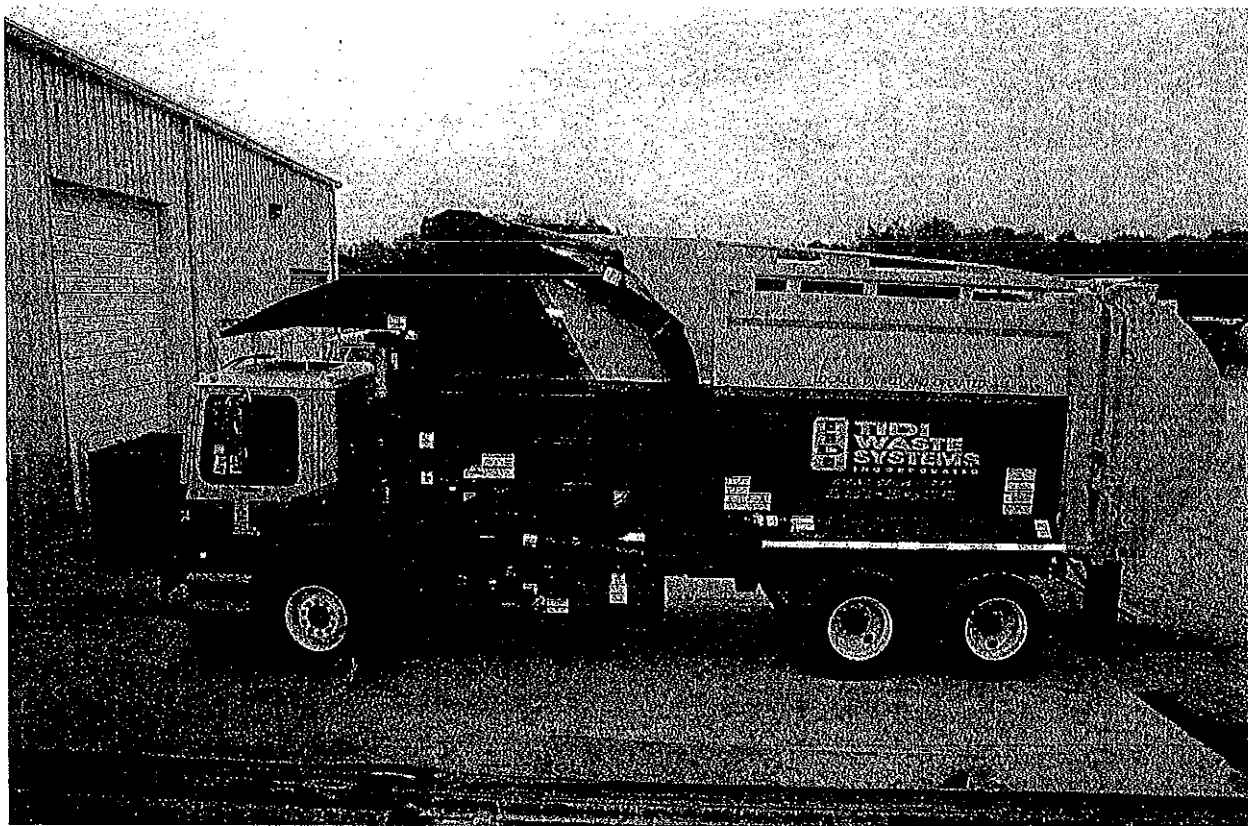
Staggering the departure times creates a flow of trailers through the transfer station throughout the day. The Contractor will negotiate an acceptable schedule with the Transfer Station Manager.

The trailers must be between 45 and 53 feet in length, and designed for the transportation of at least 15 tons of solid waste per trailer. All trailers provided by the Contractor shall be kept in good repair and appearance and shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

The Contractor shall provide weight tickets of each load disposed at the Class I Landfill on a daily basis. The Greeneville/Greene County Transfer Station personnel will provide special waste manifests daily for the Contractor.

Special provisions shall be made by the Contractor to provide additional trailers for loading on days following holidays. The Town of Greeneville and Greene County reserve the right to request additional trailers for any reason at the same price, at no additional costs to Greeneville and Greene County.

**Request for Proposals**  
**for**  
**Solid Waste Disposal Service**  
**for the**  
**Greeneville/Greene County Regional**  
**Solid Waste Planning Board**





# **TIDI WASTE SYSTEMS**

**TENNESSEE INDUSTRIAL DISPOSAL, INC.**

P.O. BOX 1894

(423) 581-5655

(423) 625-1234 NEWPORT

MORRISTOWN, TENNESSEE 37816-1894

FAX (423) 587-5529

(865) 475-7777 JEFFERSON CITY

## **SCOPE OF SERVICES SECTION B**

### **Disposal Description**

Disposal: From and after the effective date of the contract, Lakeway Recycling and Sanitation (Tidi Waste Systems) shall allow The Town of Greeneville to dump solid waste and approved special waste generated in Greene County into Lakeway Recycling & Sanitation Class 1 Landfill. The town of Greeneville shall obtain and maintain all licenses, permits, authorizations and approvals required for the transportation of county solid waste to the disposal site. Lakeway Recycling & Sanitation (Tidi Waste Systems) shall obtain and maintain all licenses and permits for the disposal of the waste.





# TIDI WASTE SYSTEMS

TENNESSEE INDUSTRIAL DISPOSAL, INC.

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(423) 625-1234 NEWPORT

MORRISTOWN, TENNESSEE 37816-1894  
FAX (423) 587-5529  
(865) 475-7777 JEFFERSON CITY

## STATEMENT OF EXPERIENCE

1. Lakeway Recycling and Sanitation is the landfill division of Tidi Waste Systems. We currently own and operate a Class 1 Landfill, Class 2 Landfill, and a Class 3 Landfill in Hamblen County. Tidi Waste and Lakeway Recycling & Sanitation do abide by all State, Federal, and local Government laws.
2. Tidi Waste/Lakeway Recycling are locally owned and operated. George McGuffin, Patrick McGuffin, and Frank McGuffin are the current owners and operators of Tidi Waste/Lakeway Recycling. Between the 3 owners we have 60 years combined experience in the waste hauling and landfill business.
3. Lakeway Recycling & Sanitation Class 1 landfill is a subtitle "D" landfill and the permit number is SNL 32-0280. Lakeway Recycling currently has a life expectancy of 33 years with additional property to be permitted to increase the life of the landfill up to approximately 70 years. Our Class 1 Landfill is located 1.5 miles off I-81 at Exit 12. The physical address is 5155 Enka Highway, Lowland.
4. Tidi Waste/Lakeway Recycling currently has the waste removal contract with Cocke County and Grainger County to haul and dispose of all the waste from all the convenient centers and all County Government businesses. We also have the contract with The City of Morristown and Hamblen County to haul and dispose of the waste from City/County businesses.
5. Lakeway Recycling & Sanitation will accept any material that the Department of Environment & Conservation deems suitable for a Class 1 landfill. We currently accept MSW, Special Waste, Asbestos, and sludge's as regulated by TDEC.
6. Special Waste that can not be mixed with Transfer Station waste will only be hauled and disposed of under case by case agreements. All Special Waste must have approval from the State of Tennessee, Department of Environment and Conservation for the landfill site.

List of Key Personnel

George McGuffin – Chairman of the Board, 37 years experience in Waste Hauling and Landfill operations.

Patrick McGuffin – President, 20 years experience in Waste Hauling and Landfill operations.

Frank McGuffin – Vice-President, 4 years experience in Waste Hauling and Landfill operations.

Jim Bewley – Landfill Manager, 6 years experience in Landfill Operations.

References

Cocke County  
County Mayor Iliff McMahan  
360 East Main Street  
Newport, TN  
423-623-8791

City of Jefferson City  
Mayor Daryl Helton  
P.O. Box 530  
Jefferson City, TN  
865-475-9071

City of Morristown  
Mayor Sami Barile  
100 W. First North St.  
Morristown, TN  
423-581-0100

Hamblen County Government  
County Mayor David Purkey  
511 W. Second North Street  
Morristown, TN  
423-586-1931

Grainger County  
Mayor Mark Hipshire  
P.O. Box 126  
Rutledge, TN  
865-828-3513



*J. Smith Lanier & Co.*  
*Insuring People And Business Since 1868*

October 21, 2009

Mr. James L. Warner  
Greenville/Greene County  
Regional Solid Waste Board  
200 N. College St  
Greenville, TN 37745

RE: Proposals for Solid Waste Disposal Services for Greenville/Greene County  
Regional Solid Waste Planning Board

Dear Mr. Warner,

I have reviewed the bid specifications Appendix A – Insurance Checklist. Tidi Waste Systems' insurance program is in complete compliance with these requirements.

Attached is our certificate of insurance for your review. Should you have any questions, please feel free to call me (865-558-1771).

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Daly', is written over a faint circular stamp.

Bill Daly, CPCU  
Vice President

Enclosure

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2009

PRODUCER J. Smith Lanier & Co Knoxville 413 Northshore Drive, SW Knoxville, TN 37919 865 588-7200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Tidl Waste Systems Tennessee Industrial Disposal, Inc DBA P O Box 1894 Morristown, TN 37816	INSURER A: American International Specialt	26883
	INSURER B: National Union Fire Insurance	19445
	INSURER C: Commerce & Industry Ins. Co.	19410
	INSURER D:	_____
	INSURER E:	_____

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	EG64856425	08/01/09	08/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA1932114	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	UEG64935303	08/01/09	08/01/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC5318284	08/01/09	08/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Pollution Legal Liability Claims Made	EG64856425	08/01/09	08/01/10	\$1,000,000-Limit \$25,000-Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The Town of Greeneville and Greene County Tennessee are additional insured regarding general liability, automobile liability and umbrella liability as required by written contract. Umbrella Liability Extends to Pollution Coverage

**CERTIFICATE HOLDER**

Greeneville/Green County Regional  
 Solid Waste Planning Board  
 200 N. College Street  
 Greeneville, TN 37745

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*



# **TIDI WASTE SYSTEMS**

**TENNESSEE INDUSTRIAL DISPOSAL, INC.**

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(423) 625-1234 NEWPORT

MORRISTOWN, TENNESSEE 37816-1894  
FAX (423) 587-5529  
(865) 475-7777 JEFFERSON CITY

## **PERFORMANCE BOND STATEMENT**

If awarded the contract for the Town of Greeneville Solid Waste Disposal, TIDI WASTE SYSTEMS/ LAKEWAY RECYCLING will supply James L. Warner, Recorder with a performance bond, or other security in the amount of \$2,000,000.00 as a guarantee of performance.

SECTION A

COMPANY AFFIDAVIT

The affiant states with respect to this Proposal to the Town of Greeneville and Greene County, Tennessee:

I (we) hereby certify that if the Contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said Town or County, or any person representing or purporting to represent the Town or County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a Contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the Request for Proposals and this Proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this Proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the Proposal process.

I further recognize that the Town of Greeneville and Greene County reserves the right to make its award for any reason considered advantageous to the Town and County. The company may be selected without respect to price alone, but will include other factors.

Signature Patrick McGuffin Date 10/22/09

Name Patrick McGuffin Phone 10/22/2009

Title President

Firm Name Tidi Waste Systems/ Lakeway Recycling & Sanitation

Corporation

Type of business organization (For example: corporation, LLC, partnership, proprietorship)

Tidi Waste Systems

P.O. Box 1894

Morristown, TN 37816

Address

SECTION B

**PROPOSAL FORM**

Please propose Disposal Services for solid waste (including special waste) collected at the Greenville/Greene County Landfill and Transfer Station. Price per ton **MUST** be stated for each year.

DISPOSAL DESCRIPTION	Five (5) Year Contract					Optional Five (5) Year Renewal Contract				
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Disposal Of Solid Waste (including special waste) (\$/ton)	18 <sup>57</sup>	18 <sup>57</sup>	18 <sup>57</sup>	18 <sup>76</sup>	18 <sup>95</sup>	19 <sup>17</sup>	19 <sup>37</sup>	19 <sup>57</sup>	19 <sup>77</sup>	19 <sup>97</sup>

**OPTIONAL** Price per load **MUST** be stated for each year.

TRANSPORTATION DESCRIPTION	Five (5) Year Contract					Optional Five (5) Year Renewal Contract				
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Transportation of Solid Waste (including special waste) (\$/load)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

**CLASS I DISPOSAL SITE LOCATION:** Lakeway Recycling & Sanitation, Inc  
Permit # SNL 32-0280

Patrick McGuffin, President  
\_\_\_\_\_  
Proposer Name and Title

*Patrick McGuffin*  
\_\_\_\_\_  
Proposer Signature

\_\_\_\_\_  
P.O. Box 1894

\_\_\_\_\_  
Morristown, TN 37816

\_\_\_\_\_  
Address  
423-581-0030

\_\_\_\_\_  
Telephone

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

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

REGISTRATION AUTHORIZING SOLID WASTE  
DISPOSAL ACTIVITIES IN  
TENNESSEE


Registration Number: SNL 32-0280

Date Issued: January 27, 2005

Issued to: Lakeway Recycling and Sanitation, Inc.

Activities Authorized: Construction, operation, closure, and post-closure care of a Class I disposal facility located in Hamblen County, on Highway 160 approximately one mile south from the I-81 interchange, near Morristown, Tennessee, for the disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.

  
\_\_\_\_\_  
Mike Apple, Director  
Division of Solid Waste Management