

PREPARED BY *RANDAL R. BOSTON*, ATTORNEY AT LAW  
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**CONTRACT FOR RIGHT TO DEPOSIT RESIDENTIAL  
SOLID WASTE IN CUMBERLAND COUNTY**

**I. PREMISES**

Cumberland County, Tennessee, (hereinafter referred to as "County") contracts for the operation of a Transfer Station, (hereinafter referred to as "Station") located in Cumberland County, Tennessee. \_\_\_\_\_ is a private hauler of solid waste into the Convenience Centers or Transfer Stations. The amount of tonnage allowed per household is set out on Exhibit "A" attached hereto as Exhibit "A" and made a part hereof by reference.

Since residential solid waste is deposited at no fee up to a certain amount, calculated by household, County must assure itself that the fee for disposing of excess solid waste is paid.

The governing body of the County passed Resolution No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 requiring private haulers to execute, agree to and comply with the terms of the Contract.

The purpose of this Contract is to comply with the premises and also to comply with Resolution No. \_\_\_\_\_ of the Cumberland County Commission.

**II. CONSIDERATION**

In consideration of the Private Hauler being allowed to deposit solid waste into County's Station, Private Hauler and County agree as follows:

**III. FEES FOR DEPOSIT OF SOLID WASTE**

County provide and allowance to Private Hauler the amounts set out on Exhibit "A". In exchange County shall allow the Private Hauler the right to deposit solid waste collected by Private Hauler into County's Station.

**IV. DEFINITION OF PRIVATE HAULERS**

For the purposes of this Contract Private Hauler shall be defined as any person, firm, or entity that contracts with anyone to haul, deliver, or deposit solid waste into the Cumberland County Station.

## **V. DURATION; TERMINATION**

### **A. Duration**

This Agreement shall be of an indefinite duration subject to the termination provision set out herein.

### **B. Termination**

#### **1. Without Cause**

Either party may terminate this Agreement by providing a notice of termination. This notice of termination must be in writing, mailed to the party's address set out herein, and received by the non-terminating party at least sixty (60) days prior to the termination date.

#### **2. With Cause**

County or Private Hauler may terminate this Contract immediately upon a breach of any of the terms and conditions of this Contract. Any Hauler providing false information in the procurement of this Contract or otherwise will result in an immediate termination of this agreement.

## **VI. OBLIGATION THAT COUNTY MUST PERFORM**

County Contracts that it will perform the following obligations:

- 1) County shall allow authorized Private Hauler to deposit residential solid waste into County's Station, upon the stated allowances set out in Exhibit "A".

## **VII. OBLIGATIONS THAT PRIVATE HAULER MUST PERFORM**

Private Hauler contracts that it will faithfully perform the following obligations:

- 1) Maintain current and valid Cumberland County business license.
- 2) Maintain all licenses, permits, liability insurance, and comply with all rules, regulations, and laws promulgated by either Cumberland County, the State of Tennessee, and/or the United States of America.
- 3) Pick up, deliver, and haul solid waste using only vehicles that are fully contained or that are properly covered by a tarp in order to avoid any blow off of waste.
- 4) Provide County a sworn certificate executed by the Private Hauler's Chief Executive Officer under threat of perjury that said Private Hauler is depositing only residential solid waste generated within the boundaries of Cumberland County, Tennessee.

- 5) Provide County with a list showing the total number of households served by Private Hauler in Cumberland County, Tennessee over the preceding thirty (30) days including any deletions or additions of customers.
- 6) The Private Hauler shall maintain at its facility, and make available to the County, at a minimum, the following information (known as a "customer list") relative to all accounts that it services inside Cumberland County:
  - a. Name of household served
  - b. Address of household served
  - c. Telephone numbers of the clients served
  - d. Total number of households served in Cumberland County
- 7) Each July 1 of the year, County is to be provided a Master customer list and information developed above. Said information shall be further available for review at the Private Hauler's place of business by the County Mayor, County Finance Director, County Solid Waste Director or their designee, during normal business hours as often as is required to provide County with a reasonable assurance of the accuracy of the Private Hauler's customer list.
- 8) Private Hauler shall, at all times, maintain an office within the boundaries of Cumberland County, Tennessee. The above information shall be made available at said Cumberland County office.

#### **VIII. CONFIDENTIALITY OF PRIVATE HAULER'S CUSTOMER LIST**

The information provided by the Private Hauler to the County pursuant to the provisions of VII above cannot be assured of being held in confidence since the County is subject to the provisions of the Freedom of Information Act. (the Act) The act requires disclosure to the public of information gained by officials of the County obtained in the course of their duties.

#### **IX. NO FINANCIAL OBLIGATION BY COUNTY**

Private Hauler affirmatively agrees that County shall have no financial responsibility to Private Hauler of any kind whatsoever.

#### **X. RESIDENT/RESIDENTIAL/MULTI FAMILY DEFINED**

There shall be no charge to Private Hauler for the deposit of residential solid waste collected from one (1) family at one (1) address up to a certain tonnage as set out in Exhibit "A". Any amount of tonnage that exceeds the amount listed in Exhibit "A" will be between the Private Hauler and the entity contracted to run the tipping station.

#### **XII. VENUE**

The venue of any dispute whatsoever relative to this Contract shall lie only in the Chancery Court for Cumberland County, Tennessee.

**XIII. COST**

In the event legal action is commenced by any party to this contract to enforce the terms of this Contract, to assert the existence or non-existence of a breach of this Contract, or for any action arising out of the execution of this Contract, the prevailing party shall be entitled to receive from the other all costs including attorney fees.

**XIV. AMENDMENTS**

This Contract is the entire agreement by and between the parties. No amendment, addition, or deletion to this Contract shall be effective unless and until same is in writing and signed by all parties.

**CUMBERLAND COUNTY, TENNESSEE**

\_\_\_\_\_  
**By: KENNETH CAREY, Jr.**

**Its: MAYOR**

**STATE OF TENNESSEE  
COUNTY OF CUMBERLAND**

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **KENNETH CAREY, JR. the CUMBERLAND COUNTY MAYOR**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the duly elected **CUMBERLAND COUNTY MAYOR**, and that he as such Mayor, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **COUNTY** by himself as such Mayor.

**WITNESS** my signature and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_  
201\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

**PRIVATE HAULER**

Name \_\_\_\_\_

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

Its: \_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF CUMBERLAND**

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally \_\_\_\_\_ appeared, \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_, and that he as such \_\_\_\_\_ being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the \_\_\_\_\_ by herself/himself as such \_\_\_\_\_.

*WITNESS my signature and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.*

(SEAL)

\_\_\_\_\_  
*NOTARY PUBLIC*

*My Commission Expires:* \_\_\_\_\_

EXHIBIT "A" TO THE RESOLUTION NO. \_\_\_\_ OF THE  
CUMBERLAND COUNTY COMMISSION

CUMBERLAND COUNTY MONTHLY SOLID WASTE USER FEES

<u>CATEGORY</u>	<u>QUANTITY</u>	<u>CHARGE</u>
1) Household	Maximum of <del>125</del> lbs./month per household	0.00
2) The Cumberland County Commission reserves the right adjust the Maximum allowance per household at its discretion.		