

**MINUTES
ROANE COUNTY COMMISSION
REGULAR MEETING
AUGUST 8, 2016**

**STATE OF TENNESSEE
COUNTY OF ROANE**

BE IT REMEMBERED that the County Commission of Roane County, Tennessee convened in regular session in Kingston, Tennessee on the 08TH day of August, 2016 at 7:00 P.M.

The Commission was called to order by **Bailiff Jerry White**.

Invocation was given by **Commissioner Hooks**.

The Pledge of Allegiance to the Flag of the United States of America was led by **Bailiff Jerry White**.

Present and presiding was the **Honorable Ron Berry** and the following Commissioners: **Bell, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**.

Absent: -0-

THEREUPON, Chairman Berry announced the presence of a quorum. Also present was County Executive **Ron Woody**, County Attorney **Greg Leffew**, Budget Director **Kaley Walker**, Building Inspector **Glen Cofer**, and Deputy Clerk **Bobbie Tipton**.

APPROVE MINUTES OF THE JULY 11, 2016 MEETING.

MOTION was made by **Commissioner Meadows** with second by **Commissioner Moore** to approve.

MOTION Passed upon unanimous voice vote.

ACCEPTANCE OF COMMITTEE REPORTS AND CORRESPONDENCE:

1. **MINUTES** of Public Utility Board 06-14-16.
2. **MINUTES** of AdHoc Insurance & Employee Benefit 7-05-16.
3. **MINUTES** of Sheriff Liaison Committee 07-07-16.
4. **MINUTES** of Fire Board 07-12-16.

5. MINUTES of Building Inspector, Codes Review Board 07-18-16.
6. MINUTES of Non-Profit Committee 07-21-16.
7. MINUTES of Property Committee 07-25-16.
8. FINANCIAL REPORT - County Clerk ending 06-30-16.
9. FINANCIAL REPORT - Chancery Court ending 06-30-16.
10. FINANCIAL REPORT - Trustee ending 06-30-16.
11. FINANCIAL REPORT - Register of Deeds ending 06-30-16.
12. FINANCIAL REPORT - Office of Sheriff ending 06-30-16.
13. SUMMARY of Property Maintenance Cases 07-18-16.
14. LETTER re: wiffleball tournament.
15. MEMORANDUM re: construction field review.
16. REVIEW of funds: Judicial District Drug Task Force for year ending 06-30-16.
17. ANSWER to complaint re: Roane County vs. Fred Hill.
18. REPORT for County Executive's Departments for June 2016.

MOTION to accept was made by **Commissioner Hendrickson** with second by **Commissioner Ellis**.

MOTION **Passed** upon unanimous voice vote.

NOTARIES:

The following persons desiring to be elected as a Notary Public in Roane County were presented to the Commission by Deputy Clerk **Bobbie Tipton**: Debra McCroskey, Jeffery Packett, Stacie M. Weems, Joyce L. Terry, David Norman Bell, Darrin s. Mossing Jr., Jamie Kay Stegall, Kristen Bentley, and Judith C. Nelson.

MOTION to accept was made by **Commissioner Hendrickson**, with second by **Commissioner Hooks**.

Upon roll call vote, the following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, Moore (15)**.

The following **Passed: -0-**

The following voted **No: -0-**

THEREUPON, the Chairman announced that the notaries were approved.

HEARING OF DELEGATION:

1. **Gary Johnston** addressed the Commission to speak about the **Bradbury Community Center** off of Exit 360 and Buttermilk Rd. Described as a family-oriented bluegrass facility that welcomes all to enjoy music and company in a safe environment free of alcohol, the Bradbury Community Center is something Mr. Johnston has been a part of since 1993 and heavily promotes as a treasure of the county. He announced the weekly schedule of "Pickers and Gridders" who gather every Tuesday from six to ten p.m. as a music group and mentioned the variety of bands that often play on Saturdays. Admission comes at the low price of one dollar donation, and there is always free food and coffee for the taking. Mr. Johnston encouraged the community to take advantage of it.
2. **Kenneth McElhaney** addressed the Commission in regard to a recurring issue of road blockage by **equipment left by TWRA** around his **property on Mr. Roosevelt** in Rockwood. As a private property owner, Mr. McElhaney noted his right to cut the timber on his own land and remove it by way of the road. This has been thwarted by multiple TWRA bull dozers left in obstruction of the road he would use as well as a newly placed weight limit on Black Creek Bridge which would restrict the use of the vehicles necessary to remove said timber. Mr. McElhaney simply asked the Commission for assistance in the matter for communication and full access to his property as well as those property owners around him wishing to have full access to their land, a way to go in and a way to come out.
3. **Kristina Casterline** addressed the Commission to introduce herself as the new extension agent and director for the **Roane County Extension Program**. She expressed her enthusiasm for the opportunity to serve the community and that she would be available to answer any questions regarding the local agriculture offices and entities such as the 4H program.
4. **John Dennis** addressed the Commission to thank them for the opportunities offered to the public for speaking openly at meetings. His **appreciation for the Hearing of Delegation** progressed into his reminder that the United States

Constitution was founded on certain principles. Mr. Dennis recited the Preamble to the Constitution.

5. **David McDaniel** addressed the Commission in order to follow up on his previous inquiry about **the condition of Eblen Cave Road** and whether or not the County is responsible for mending it. The question was deferred to the Road Committee in which it was expressed to Mr. McDaniel that his questions will be answered **pending further research by the County Attorney** and all proper legal findings.

COUNTY ATTORNEY'S REPORT:

County Attorney Greg Leffew discussed the county's pending lawsuits and answered questions from the Commissioners.

COUNTY EXECUTIVE'S REPORT:

August 8, 2016 Update to the Commission

Industrial Economic Development Front:

On August 4, 2016 Ron Berry, Don Coffman, Wade Creswell, city of Rockwood Officials, Cumberland and Morgan County officials and I attended a groundbreaking event in Cumberland County at the Plateau Partnership Park. Approximately eight (8) acres has been sold where RSI and VisSolis will be installing a 1.5 megawatts solar array.

The Theragentic Building in the Horizon Industrial Park (this is the building in which the CVMR announcement was made) has been sold.

We anticipate the last of the Gaseous Diffusion Buildings K-27 at the K-25 (ETTP) site to be completely razed this month. Just another step in the process of reindustrialization at ETTP.

Housing Summit

Please plan on attending the Housing Summit scheduled for August 16, 2016 at RSCC. The Housing Summit will begin at 6:00 in the Raider Room which is in the back of the Dunbar Building.

We have in development 11 Executive Summaries (ES)

Here is a snapshot of the ES's we are currently developing. Some we will work internally and some will be presented at workshops or committee meetings.

- Special Purpose and Rural Service Fund- Commission work session August 9-RW
- Housing Summit- Summit on August 16-RW
- Development of Website for Buildings and Codes- internal Live Date?-RC
- CRO and ETP- internal in play-EG
- Capital Outlay Implementation- Various Committees- end of August-KW
- Fire Services- Committee- Live date?-SS
- Salaries and Benefits- Committee- Live date?-LF
- Pumpouse Convenience Center Improvement- Committee- Live date?-JJ
- How To have a Successful Ambulance A/R Program Committee- August 11-TS
- Development of the Old Caney Creek Campground Area-Bridge development-in Play-MB
- Delivery of Building and Codes Reorganization- internal-Live-RE

Ambulance Operations- The Ambulance Committee has been discussing a change in our billing and A/R contractor along with Director Suiter researching various options and companies. Due to this research Tim and I travelled to Paducah, KY the first week in August to meet and review operations of a potential company. Tim will discuss in more details at the Ambulance Committee meeting along with "How To Have a Successful Ambulance A/R Program" Executive Summary.

Swan Pond Sport Complex and other Recreation Activities

The county was unsuccessful in our Local Park and Recreation Fund Grant application for Phase 2 playground development at the SPSC.

The Sports and Recreation Committee continues the process of determining facility usage at SPSC.

Also Commissioner of Tourism Kevin Triplett suggest that leadership in Jackson County contact us regarding our successful operations at our TVA Riley Creek Campground. Jackson County has an Army Corp of Engineer campground and day facility which Jackson County has been offered an opportunity to operate. We are pleased to be acknowledged to assist another county.

New Assessor

As we prepare for the new Property Assessor, I have contacted the Comptroller's Office to verify the computer system and backups. The Comptroller's Office informed me that the computer system is backed up off site daily and all data is date stamped. The Comptroller's Office will run reports of current assessments and then in the future, to see if there are any substantial changes and all data entry work is noted by computer and date. Further, I met with the Sheriff's staff to discuss security of the office.

SPECIAL ORDERS:

Approve the bond of Christopher Mason, Youth Intake Officer in the amount of \$5,000.00.

MOTION to approve was made by Commissioner Meadows with second by Commissioner Hendrickson.

Upon roll call vote the following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, Moore.** (15)

The following Commissioners **Passed: -0-**

The following Commissioners voted **No: -0-**

THEREUPON, the Chairman announced that the motion **Passed.**

ZONING RESOLUTIONS:

Resolution #08-16-01Z

A Resolution by Duane and Vicki Carmont to rezone 207 Lake Circle in Harriman, Map 57K, Group E, Parcel 007,00 from R-1 (Low Density) to O-1 (Office/Institutional District).

Withdrawn at the request of the Codes Department

OLD BUSINESS:

Resolution #07-16-03

A RESOLUTION TO PLACE IN SURPLUS certain Sheriff Department's vehicles as listed on the attached sheet dated 06/03/2016 and entitled Surplus Vehicles.

WHEREAS, the vehicles on the attached list have been determined to be surplus property to the Sheriff's Department, and

WHEREAS, the Sheriff's Department now seeks to have the vehicles on the attached sheet declared surplus, and

WHEREAS, these vehicles will be made available to other county offices prior to advertising them for sale.

NOW, THEREFORE, BE IT RESOLVED that the vehicles on the attached list dated 06/03/2016 and entitled Surplus Vehicles are hereby declared surplus property and may be disposed of in accordance with TCA §5-14-108.

SECTION 1. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 2. This resolution shall become effective upon passage, the public welfare requiring it.

UPON MOTION of **Commissioner Hendrickson**, seconded by **Commissioner East**

The following Commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore. (15)**

The following Commissioners **No: -0-**

The following Commissioners **Passed: -0-**

THEREUPON, the County Commission Chairman announced to the Commission that said resolution has received a constitutional majority and ordered same spread of record.

See Attachment

WAIVE THE 12 DAY RULE

Motion was made by **Commissioner Kelley** with second by **Commissioner Moore** to waive the 12 day rule and add resolutions to the 08-08-16 Agenda.

#08-16-13

A Resolution honoring **Everett Massengill** for his service on the **Roane County Board of Education**.

#08-16-14

A Resolution honoring **Rachel Treadway Robinette** on the occasion of her 100th birthday.

#08-16-15

A Resolution to hold the **September 12, 2016 Roane County Commission Meeting at the Historic Roane County Courthouse**.

Upon roll call vote, the following Commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore (15)**

The following Commissioners **Passed: -0-**

The following Commissioners voted **No: -0-**

THEREUPON, the Chairman announced that the motion Passed.

NEW BUSINESS

Resolution #08-16-01

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A **RESOLUTION** making appropriations to nonprofit charitable organizations of Roane County for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

WHEREAS, Section 5-9-109, TENNESSEE CODE ANNOTATED, authorizes the County Legislative Body to make appropriations to non-profit charitable organizations; and

WHEREAS, the Roane County Legislative Body recognizes that various non-profit or charitable organizations located in Roane County have great need of funds to carry on their non-profit charitable work.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Roane County, on this the 8th day of August, 2016:

That the following appropriations are made:

Child Advocacy Center	\$6,000
ETHRA	\$9,200
Michael Dunn	\$30,000
Mid-East Community Action Agency	\$17,000
Oliver Springs Historical Society	\$5,000
Roane County Boys and Girls Club	\$2,430
Roane County Heritage Commission	\$6,500
Roane County Rescue Squad	\$35,000
Senior Citizen Home Assistance	<u>\$1,000</u>
	\$112,130

Dumpsters are made available to Habitat for Humanity for use on their home construction sites at no charge.

Trees may be available at the landfill for nonprofit groups to cut up and donate to local low income households for heating purposes.

BE IT FURTHER RESOLVED, that all appropriations enumerated in above are subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the Chief Financial

Officer of such non-profit organization in accordance with Section 5-9-109 (c), T.C.A.

2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Roane County providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0309-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109 of Tennessee Code Annotated and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.
4. That appropriated funds shall be transferred to the appropriate organization on a quarterly basis no earlier than the first month of each quarter upon invoice from the organization.

UPON MOTION of Commissioner Johnson, seconded by Commissioner Kelley, the following Commissioners voted Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore. (15)

The following Commissioners **Passed: -0-**

The following Commissioners voted **No: -0-**

THEREUPON, the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-02

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION authorizing the county attorney to file a lawsuit regarding the property of Clyde & Elizabeth Arwood %Craig Arwood, by violating Roane County Zoning Regulations Section 302.2 Permitted Uses in an A-2 Zoned District on property located on Tate Coley Road designated as Tax Map 062, Parcel 005.00.

WHEREAS, Roane County, Tennessee adopted regional zoning by adoption of Resolution #2101 on May 4, 1990,

WHEREAS, said property is located in an A-2 District.

WHEREAS, Section 302.2 Permitted Uses of the Roane County Zoning Regulations establishes the permitted uses for property zoned in an A-2 district.

WHEREAS, Clyde & Elizabeth Arwood %Craig Arwood have violated Roane County Zoning Regulations, Resolution #2101, by continuing to allow a non-permitted use of a camper on property located on Tate Coley Road identified as Tax Map 062, Parcel 005.00.

WHEREAS, Clyde & Elizabeth Arwood %Craig Arwood, having failed to comply with Roane County Zoning Regulations Section 302.2 Permitted Uses in an A-2 Zoned District on property located on Tate Coley Road designated as Tax Map 062, Parcel 005.00, are subject to Roane County Zoning Regulations Section 302.2 Permitted Uses, and if they are, petitioning the court to enforce the same by granting injunctive and other relief.

THEREFORE, BE IT RESOLVED: The county attorney is authorized to file a lawsuit to determine whether Clyde & Elizabeth Arwood %Craig Arwood having failed to comply with Roane County Zoning Regulations Section 302.2 Permitted Uses in an A-2 Zoned District on property located on Tate Coley Road designated as Tax Map 062, Parcel 005.00, are subject to Roane County Zoning Regulations Section 302.2 Permitted Uses, and if they are, petitioning the court to enforce the same by granting injunctive and other relief.

UPON MOTION by Commissioner Meadows, seconded by Commissioner Moore,

The following commissioners voted **Aye**: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.
(15)

The following Commissioner **Passed**: -0-

The following commissioners voted **No**: -0-

RESOLUTION #08-16-03

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION authorizing the county attorney to file a lawsuit regarding an unsafe building and overgrown vegetation and accumulated debris on the property of Lanten Investments LLC, Jason Miller, located at 898 Laurel Bluff Road designated as Map 0890, Group A, Parcel 004.00.

WHEREAS, said property is located in an A-2 (Developing Agricultural) District.

WHEREAS, Roane County, Tennessee adopted the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by adoption of Resolution #11-12-08.

WHEREAS, Roane County, Tennessee adopted Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris.

WHEREAS, Lanten Investments LLC, Jason Miller, having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property located at 898 Laurel Bluff Road designated as Tax Map 0890, Group A, Parcel 004.00 is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

WHEREAS, Resolution # 01-14-03 sets the criteria for overgrown vegetation and accumulated debris.

WHEREAS, Lanten Investments LLC, Jason Miller, has violated Roane County Resolution # 01-14-03, by continuing to allow the

condition overgrown vegetation and accumulated debris on property located at 898 Laurel Bluff Road, designated as Tax Map 0890, Group A, Parcel 004.00.

WHEREAS, Lanten Investments LLC, Jason Miller, having failed to comply with Roane Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris on property located at 898 Laurel Bluff Road, designated as Tax Map 0890, Group A, Parcel 004.00, are subject to Roane County Zoning Regulations Section 303.2 Permitted Uses, and if they are, petitioning the court to enforce the same by granting injunctive and other relief.

THEREFORE, BE IT RESOLVED:

The county attorney is authorized to file a lawsuit to determine whether Lanten Investments LLC, Jason Miller, having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property and having failed to comply with Roane Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris on property located at 898 Laurel Bluff Road designated as Tax Map 0890, Group A, Parcel 004.00, is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

UPON MOTION by Commissioner **Moore**, seconded by Commissioner **Granger**,

The following commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioner **Passed: -0-**

The following commissioners voted **No -0-:**

THEREUPON, the Chair announced to the Commission that said Resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-04

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION authorizing the county attorney to file a lawsuit regarding an unsafe building on property of William Dean & Carol Young located at 1550 Poplar Creek Road designated as Map 008, Parcel 131.02.

WHEREAS, Roane County, Tennessee adopted the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by adoption of Resolution # 11-12-08.

WHEREAS, said property is located in an A-2 (Developing Agricultural) District.

WHEREAS, William Dean & Carol Young, having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property located at 1550 Poplar Creek Road designated as Tax Map 008, Parcel 131.02 is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

THEREFORE, BE IT RESOLVED:

The county attorney is authorized to file a lawsuit to determine whether William Dean and Carol Young having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property located at 1550 Poplar Creek Road designated as Tax Map 008, Parcel 131.02, is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

UPON MOTION by Commissioner Fink, seconded by Commissioner Hooks,

The following commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioner **Passed: -0-**

The following commissioners voted **No: -0-**

THEREFORE, the Chair announced to the Commission that said Resolution had received a constitutional majority and ordered same spread of record.

THEREFORE, the Chair announced to the Commission that said Resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-05

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION authorizing the county attorney to file a lawsuit regarding an unsafe building and overgrown vegetation and accumulated debris on the property of Ronald L & Winifred Nelson located on Harriman Highway designated as Map 004J, Group A, Parcel 001.00.

WHEREAS, said property is located in an I-1 (Light Industrial) District.

WHEREAS, Roane County, Tennessee adopted the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by adoption of Resolution #11-12-08.

WHEREAS, Roane County, Tennessee adopted Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris.

WHEREAS, Ronald L & Winifred Nelson, having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property located on Harriman Highway designated as Tax Map 004J, Group A, Parcel 001.00 is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

WHEREAS, Resolution # 01-14-03 sets the criteria for overgrown vegetation and accumulated debris.

WHEREAS, Ronald L & Winifred Nelson has violated Roane County Resolution # 01-14-03, by continuing to allow the condition overgrown vegetation and accumulated debris on property located on Harriman Highway, designated as Tax Map 004J, Group A, Parcel 001.00.

WHEREAS, Ronald L & Winifred Nelson, having failed to comply with Roane Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris on property located on Harriman Highway, designated as Tax Map 004J, Group A, Parcel 001.00, are subject to Roane County Zoning Regulations Section 303.2 Permitted Uses, and if they are, petitioning the court to enforce the same by granting injunctive and other relief.

THEREFORE, BE IT RESOLVED:

The county attorney is authorized to file a lawsuit to determine whether Ronald L & Winifred Nelson, having failed to comply with the Unsafe Building and Equipment Guidelines 115 (12 International Existing Building Code) by allowing an unsafe building on property and having failed to comply with Roane Resolution # 01-14-03 regarding overgrown vegetation and accumulated debris on property located on Harriman Highway designated as Tax Map 004J, Group A, Parcel 001.00, is subject to the existing building code, and if she is, petitioning the court to enforce the same by granting injunctive and other relief.

UPON MOTION by **Commissioner Hendrickson**, seconded by **Commissioner Hooks**,

The following commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioner **Passed: -0-**

The following commissioners voted **No: -0-**

THEREFORE, the Chair announced to the Commission that said Resolution had received a constitutional majority and ordered same spread of record.

Resolutions #08-16-06, #08-16-07, #08-16-08, and #08-16-09 were withdrawn by the Codes Department.

Resolution # 08-16-06

A **RESOLUTION** authorizing the county attorney to file a lawsuit regarding the property of Kevin and Faith Leach, regarding a violation of the 2012 International Building Code, Section 105 Permits, by allowing a structure to be placed on property located at 223 Williams Road and designated as Tax Map 123, Parcel 015.03.

Resolution #08-16-07

A RESOLUTION authorizing the county attorney to file a lawsuit regarding the property of Cynthia Lewis, regarding a violation of the 2012 International Building Code, Section 105 Permits, by allowing a structure to be placed on property located at 117 Shady Shores Lane and designated as Tax Map 109A, Group B, Parcel 009.00.

Resolution #08-16-08

A RESOLUTION authorizing the county attorney to file a lawsuit regarding the property of Mike & Teresa Owens, regarding a violation of the 2012 International Building Code, Section 105 Permits, by allowing a structure to be placed on property located at 183 Collins Road and designated as Tax Map 013, Parcel 065.09.

Resolution #08-16-09

A RESOLUTION authorizing the county attorney to file a lawsuit regarding the property of Harold Dean Roberts, regarding a violation of the 2012 International Building Code, Section 105 Permits, by allowing a structure to be placed on property located at 107 Bill West Drive and designated as Tax Map 1170, Group A, Parcel 002.00.

Resolution #08-16-10

WHEREAS, the Roane County Commission has passed Resolution 06-16-0-06 authorizing the County Attorney to file a suit against the Estate of Tony Clough and/or the heirs of Tony Clough for operating a junkyard and/or storage/salvage operation on property at 1452 and 1458 Webster Road, designated as tax map 018, Parcels 143 and 143.01.

WHEREAS, by Deed recorded in the Roane County Register's Office in Record Book 1546, Page 356, the Estate of Tony Clough conveyed the above property to Robert Trocsch.

NOW, THEREFORE, BE IT RESOLVED that because the aforesaid real estate is under new ownership, Resolution 06-16-06 is hereby rescinded.

UPON MOTION of Commissioner Kelley with second by Commissioner Moore, the following Commissioners voted Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore. (15)

The following Commissioners **Passed: -0-**

The following Commissioners voted **No: -0-**

THEREFORE, the chair announced to the Commission that said Resolution has received a constitutional majority and ordered the same be spread of record.

Resolution #08-16-11

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION TO PLACE IN SURPLUS certain Sheriff's Department vehicles.

WHEREAS, a 2007 GMC Yukon Denali, VIN 1GKFK13097J210627 and a 2007 Ford Edge, VIN 2FMDK39C97BB43110, is of no longer use to the Sheriff's Department and it has been requested to have these vehicles declared surplus, and

WHEREAS, whereas it has been requested that these two vehicles be combined to trade in for one newer and more reliable vehicle, and

WHEREAS, the trade in value will be determined in accordance with TCA §12-3-1003, and the value will be within five percent (5%) of the value published in a nationally recognized publication (NADA and/or Kelley Blue Book).

NOW, THEREFORE, BE IT RESOLVED that the aforementioned vehicles are hereby declared surplus property and will be used as a trade in for one newer and more reliable vehicle.

UPON MOTION of **Commissioner Johnson**, seconded by **Commissioner Hooks**,

The following Commissioners voted **Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioners **Passed: -0-**

The following Commissioners voted **No: -0-**

THEREUPON, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-12

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION authorizing the County Executive execute a five-year contract with Waste Services of Tennessee (Santek).

WHEREAS, the Roane County Purchasing Department has advertised for and competitively bid the services for Solid Waste Transfer & Disposal, and

WHEREAS, Waste Services of Tennessee (Santek) had the lowest bid prices, and

WHEREAS, Roane County has received excellent service from Waste Services of Tennessee (Santek), and

WHEREAS, the effective date of the contract will be August 1, 2016 and the contract has been reviewed by the County Attorney and he has approved it as to legal form.

NOW, THEREFORE, BE IT RESOLVED that the Roane County Commission does hereby authorize the County Executive to execute a five-year contract for Solid Waste Transfer & Disposal with Waste Services of Tennessee (Santek).

UPON MOTION of Commissioner East, seconded by Commissioner Hendrickson,

The following Commissioners voted **Aye**: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.
(15)

The following Commissioners **Passed**: -0-

The following Commissioners voted **No**: -0-

THEREUPON, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

**AGREEMENT
FOR SOLID WASTE TRANSFER &
DISPOSAL SERVICE**

This **AGREEMENT FOR THE SOLID WASTE TRANSFER & DISPOSAL SERVICE** ("Agreement") is made as of the 1st day of August, 2016 ("Effective Date") by and between ROANE COUNTY, TENNESSEE (hereinafter referred to as Roane County), a Tennessee local government, having its principal office located at 200 East Race Street, Post Office Box 643, Kingston, Tennessee 37763 and WASTE SERVICES OF TENNESSEE, LLC, (hereinafter referred to as Contractor), a Tennessee LLC, having its principal office located at 650 25th NW, Suite 100, Cleveland, Tennessee 37311.

RECITALS

WHEREAS, Roane County operates public convenience centers and green box sites (hereinafter referred to as Convenience Centers), for the disposal of residential Solid Waste (as hereinafter defined);

WHEREAS, Roane County is also responsible for the collection and disposal of Solid Waste for the public school system in Roane County (hereinafter referred to as Schools);

WHEREAS, Roane County has green boxes located at various county facilities (as listed in the Request for Proposal (RFP) in Roane County and the County is responsible for the collection and disposal of Solid Waste at these locations, (hereinafter referred to as County Facilities);

WHEREAS, the Roane County Public Utility Board manages the operation of the Waste Water Treatment Plant and the County is responsible for the collection and disposal of Sludge at this location (defined in the RFP), (hereinafter referred to as WWTP);

WHEREAS, Contractor is engaged in the business of picking up, transporting and disposal of Solid Waste;

WHEREAS, Roane County and Contractor desire to contract for the picking up and transporting of such Solid Waste from convenience centers and/or schools in accordance with Applicable Law (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants set forth in this Agreement, Roane County and Contractor hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

1.01 "Agents" shall mean any officer, director, employee, agent, and other authorized representative of a Party.

1.02 "Applicable Law" shall mean all laws, rules, regulations, orders, decree Judgments, permits, and licenses, now or hereafter in effect and, in each case, as amended from time to time relating to or governing the Work (as hereinafter defined), health, safety, or the Environment (as hereinafter defined), or the transportation of Solid Waste, including without limitation the Solid Waste Disposal Act, T.C.A. 68-211-101 et seq.

1.03 "Contract Documents" shall mean this Agreement, the proposal (as hereinafter defined), the Purchase Order (as hereinafter defined), and the Waste Description (as hereinafter defined).

1.04 "Contractor Representative" shall mean Kenny R. Fuqea, 423-476-9160, (650 25th Street, N. W., Suite 100, Cleveland, Tennessee 37311) and the successor to or Substitute for such representative.

1.05 "Convenience Center" shall mean any area which is staffed and/or fenced that has refuse dumpsters and/or roll-off containers on site that are open to residential units, when an attendant is present, to receive residential waste, bulky waste and recyclable materials.

1.06 "Force Majeure" shall mean any event or circumstance, beyond the reasonable control of a Party that delays or prevents performance of any obligation hereunder, including without

limitation, an act of God, labor dispute, fire, flood and adverse weather conditions. The term shall not mean or include increased costs or expenses or failure to apply for any required Permit (as hereinafter defined) or to submit all required information in connection with such permit in a timely manner, but may include any delay in obtaining any Permit necessary for the Work or in obtaining access to Convenience Centers and/or Schools, except where such delay could have been overcome by the diligent efforts of the Contractor.

1.07 "Roane County" shall mean Purchasing Agent and any successor to or substitute for such representative as designated by Roane County from time to time.

1.08 "Non-Conforming Waste" shall mean any Solid Waste that does not materially conform to the definition of Solid Waste pursuant to Section 1.11 hereof.

1.09 "Parties" shall mean Roane County and Contractor; "Party" shall mean Roane County or Contractor.

1.10 "Proposal" shall mean a written proposal, signed by an authorized representative of Contractor, specifying the terms upon which Contractor shall perform the Work, as requested by Roane County pursuant to Section 2.02 hereof.

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

1.12 "Waste Description" shall have the meaning set forth in Section 2.02 hereof.

1.13 "Work" shall mean the pick up, transportation and disposal of Solid Waste state permitted facility, required to be performed or supplied directly or indirectly by Contractor to fulfill Contractor's obligations pursuant to the Contract Documents.

ARTICLE II
SCOPE OF WORK

2.01 Contractor shall perform the Work requested and approved by Roane County as set forth in the Contract Documents and shall furnish all tools, equipment services, apparatus, facilities, machinery, hoists, power, transportation, materials, labor and other personnel necessary to perform the Work. The contractor agrees to provide containers for the Schools at no cost.

2.02 Specific Obligations Applicable to Transportation Services: Since the Work to be performed by Contractor pursuant to the Contract Documents includes the transportation of Solid Waste, then, in addition any other obligations set forth in this Agreement, Contractor will comply with the following:

(a) Contractor shall properly and safely load Solid Waste onto the transportation vehicle for shipment; and properly handle and place all containers, between the hours of 7:00 a.m. and 9:00 p.m. at the designated convenience center.

(b) If Contractor believes in good faith or otherwise determines that any Solid Waste constitutes Non-Conforming Waste, then Contractor shall immediately notify Roane County, and such notice specify (i) the basis of Contractor's belief or determination, (ii) whether Contractor is capable of, and willing to perform whatever Work is necessary to handle, store, transport, treat or dispose of the Non-Conforming Waste in accordance with Applicable Law, and (iii) the nature of the amendments to the Contract Documents necessary in order for such non-conforming Waste to be made subject to the Agreement. If Contractor is authorized and agrees to perform the Work with respect to such Non-Conforming Waste, then the Parties shall negotiate in good faith to amend the applicable Contract Documents. If the Parties cannot agree upon the necessary amendments to such Contract Documents within a period of five (5) days from the date of Contractor's notice pursuant to this Section 2.02 (b) or within such longer period as to which the Parties may agree, then Contractor shall, at Roane County's sole cost and expense, return such Non-Conforming Waste to Convenience Centers and/or Schools.

2.03 Insurance Certificates: Contractor shall, prior to commencement of the Work, obtain and pay for the insurance set forth in Article VI hereof.

2.04 Compliance with Applicable Law: Contractor shall, at all times during the term of this Agreement (a) observe and comply with Applicable Law, (b) remain fully knowledgeable of

Applicable Law, and obtain and maintain all permits necessary to perform the Work required under the Contract Documents.

2.05 Protection of Work and Property: Contractor shall be responsible for the care of all Work until its completion and perform the Work under the Contract Documents to minimize any damage to Convenience Centers, or other County property and/or schools, or other associated equipment owned by the county.

2.06 Security: During the performance of the Work, Contractor shall provide reasonable security for the Solid Waste, which is to be transported from Convenience Centers, County facilities and/or Schools until such time as such Solid Waste is received at a disposal facility.

2.07 Standards of Performance: Contractor shall timely perform its services in a skillful, competent and highly professional manner consistent with its status as an expert experienced in performing the Work. All Work performed shall be of good and first-class quality and workmanship, free from material fault and defects, and in complete conformance with the Contract Documents.

2.08 Status of Contractor: Nothing contained in this Agreement shall be construed to constitute either Party as a partner or agent of the other Party or to create any other form of legal association that would impose liability upon a Party for any act or omission of the other Party or provide a Party with the right, power or authority to create or impose any duty or obligation on the other Party it being intended that each Party shall remain an independent contractor acting in its own name and for its own account.

2.09 Superintendence: Contractor Representative shall (a) have complete authority to represent and act on behalf of Contractor and (b) supervise the Work to satisfactory completion. Contractor shall notify Roane County prior to any change in Contractor Representative.

2.10 Warranties: Contractor hereby represents and warrants to Roane County that, as of the date of this Agreement the following statements are and shall be true and correct in all material respects:

(a) Organization and Good Standing: Contractor (i) is an LLC duly organized, validly existing and in good standing under the laws of the state or jurisdiction in which it is incorporated; (ii) has the corporate power and authority to conduct the business in which it presently is engaged, to enter into this Agreement and to perform its obligations hereunder; and (iii) is qualified to do business in, and is in good standing in, each state or jurisdiction where it will perform the Work.

(b) Authorization and Binding Effect: All corporate action on the part of Contractor and its officers and directors necessary for the authorization, execution and delivery of this Agreement and for the performance of all of Contractor's obligations hereunder has been taken, and this Agreement, when executed and delivered, shall constitute with its terms, except as enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally or by general equitable principles.

(c) Execution, Delivery and Performance: The execution, delivery and performance by Contractor of this Agreement do not: (i) violate or breach the certificate of incorporation or bylaws of Contractor; (ii) violate or conflict with any Applicable law; (iii) violate, breach, cause a default under or otherwise give rise to a right of termination, cancellation or acceleration with respect to (presently, with the giving of notice or the passage of time), any agreement, contract or instrument to which Contractor is a party or by which any of its assets are bound; or (iv) result in creation or imposition of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of Contractor.

(d) Inconsistent Obligations: Contractor has, as of the date of the Agreement no obligation or commitment, and will not, during the term of this Agreement assume or undertake any obligation or commitment, that is inconsistent with its obligations under, or the terms and conditions of, this Agreement.

(e) Expertise of Contractor: Contractor: (i) has had the opportunity to examine, and has carefully examined, Convenience Centers, County facilities and/or Schools, the Work to be performed under this Agreement, the Contractor Guidelines, all drawings, governmental restrictions, the Permits and Applicable Law, and has made all investigations to ensure a full understanding of the Work to be performed under the Agreement, all conditions affecting such Work, the materials to be furnished hereunder, and the meaning and intent of the Work and the Contract Documents; (ii) understands the requirements of Applicable Law, and has the requisite skills, expertise, training, experience, personnel, equipment and financial support necessary to perform the Work in accordance with this Agreement and the proposal submitted to Roane County to provide the services set forth in the Contract Documents.

(f) Conviction of Crime: Neither the Contractor nor any Agent or Affiliate of Contractor has been convicted or adjudged guilty in any criminal proceeding under any Applicable Law.

2.11 Quality Control: Contractor shall conduct its operation under this contract with a written Operational Plan of actions and corresponding procedures jointly developed with Roane County personnel. These plans and procedures are to be reviewed regularly by and between both parties in joint meetings. The intent is to seek continuous improvement and communication between both parties. The goal is to provide Roane County with the most efficient program of solid waste disposal.

2.12 Holidays Observed: The holidays generally observed by the contractor are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no garbage pick-up on these days.

ARTICLE III **OBLIGATIONS OF ROANE COUNTY**

3.01 Work Information: Without limiting Article II hereof, Roane County Shall furnish to Contractor, upon request, any additional information regarding Convenience Centers, County Facilities and/or Schools in the possession of Roane County and not already in the possession of Contractor, including utility locations and such other relevant information.

3.02 Access to Convenience Centers, County facilities and/or Schools: Roane County shall furnish to Contractor reasonable right of access to all areas of Convenience Centers, County Facilities and/or Schools, as requested by Contractor and necessary for performance of the Work.

3.03 Roane County Representative: Roane County Representative shall have complete authority to approve changes in the Work, render decisions and furnish information as deemed necessary to assist contractor to execute this agreement.

ARTICLE IV **FORCE MAJEURE**

4.01 Force Majeure: Neither Party shall be liable for any delay or failure of performance of any obligation hereunder by reason of Force Majeure; provided, however, that a Party asserting any excuse for delay or failure of performance shall: (a) immediately notify the other Party, (b) be excused to resume performance only to the extent of such delay or failure, (c) take good faith efforts to resume performance hereunder, and (d) continue performance hereunder with the utmost dispatch as soon as the cause for such delay or failure is removed. In the event any delay or failure of performance is attributable to Force

Majeure, the time for performance affected by such Force Majeure shall be extended for a period equal to the time lost by reason of such delay, whether resulting from any act or omission of Roane County or otherwise, shall be limited to an extension of time for the completion of the Work.

ARTICLE V **COMPENSATION**

5.01 Payments to Contractor: Contractor shall, not later than fifteen (15) days from the close of each calendar month during the term of the Work, submit to Roane County an itemized invoice, setting forth, in reasonable detail, the expenses incurred or paid for each current calendar month. Roane County upon receipt of invoices shall attempt to execute payments to Contractor within thirty (30) days upon receipt. Same shall apply to invoicing and payments expected, as above to the Roane County Board of Education for services rendered by Contractor.

5.02 Schedule of Fees: Monthly payments will be made according to the schedules included in the proposal submitted by Contractor. (Attachment 1 - Pricing sheets from proposal.) The pricing submitted in the proposal will be beginning prices for the purpose of this contract.

5.03 Rate Adjustments: The only means for adjusting the rates as submitted on the pricing sheets in the proposal is (i) Annual CPI increases; (ii) Fees imposed from regulatory agencies that are mandated to the Contractor; (iii) Fuel adjustments based on the fuel index. Contractor shall not impose any other rate adjustments other than those described herein.

(a) **CPI Adjustments**: Payments shall all be adjusted annually and based on the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average by expenditure category (1982-84=100), All Items Less Food & Energy as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). For the purpose of this agreement, the CPI adjustment will not exceed 2.5%. The calculation for CPI adjustments will be made annually using the index named above in the month of May for each year the contract is in force. CPI adjustments will be made to all service fees other than the portion of the contract affected by the fuel index.

If the publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable

statistics of the cost of living for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event the Price Index is no longer published annually for the last full calendar month preceding the effective date, there shall be made in the method of computation herein provided as the circumstances may require to carry out the intent of this paragraph 5.03.

(b) **Regulatory Fees:** The Contractor may pass on to the County any fees that are mandated by a regulatory agency for the hauling or disposal of solid waste. The Contractor will be required to provide documentation to the County verifying the assessment of additional regulatory fees. In the event that there are additional regulatory fees imposed, the Contractor will bill the County only the amount of the fee. There will be no mark-up from the Contractor on such fees.

(c) **Fuel Index Adjustments:** Adjustments (+/-) shall be made in the percentage established for the fuel portion of the cost of hauling in the proposal submitted by the Contractor. Adjustments (+/-) shall be made on a quarterly basis based on the U.S. Energy Information Administration, Midwest (PADD2) for Diesel (On-Highway) - All Types. This publication is released weekly. There will be no adjustments until the price of fuel fluctuates more than 5% (+/-). Fuel adjustments (+/-) will be made with effective dates of October 1, January 1, April 1, and July 1. For example, if the fuel price fluctuates (+/-) more than 5%, the price adjustment will be made on the original bid price. This establishes a new base rate for the services affected by the fuel index. New base rates may be established quarterly if the price fluctuates more than 5% (+/-). Subsequent adjustments (+/-) will be made on last established base rate.

Example: The price to pull a compactor from Highway 58 is \$166.00. Fifteen percent (15%) of this pull rate is attributed to fuel cost. ($\$166.00 \times .15 = \24.90) The cost of hauling less the fuel cost is \$141.10. ($\$166.00 - \$24.90 = \141.10) If the price of fuel is \$2.00/gallon and increases \$2.10, this is a five percent (5%) increase and the base rate will change. Five percent (5%) of the fuel rate is ($\$24.90 \times .05 = \1.25). This makes the fuel cost \$26.15 and the base rate then goes to \$167.25. ($\$141.10 + \$26.15 = \167.25) The same principles will apply to a decrease in the fuel index. The fuel index adjustment only affects transport costs and does not affect disposal rates.

ARTICLE VI
INSURANCE

6.01 Specific Insurance Requirements: Contractor shall, at its own cost and expense and at all times during the performance of the work, maintain and cause each of its affiliates to maintain, the following insurance, all of which shall be primary insurance and shall name Roane County as an additional insured where permitted by the terms of the policy, (i) Workers Compensation insurance in accordance with the statutory limits of the State in which the work is to be performed; (ii) Employer's Liability insurance in the amount not less than Five Hundred Thousand Dollars (\$1,000,000); (iii) Automobile Liability insurance, covering all owned, non-owned and hired automobiles, with a minimum combined limit of not less than One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage; (iv) Excess Liability Umbrella policy of not less than Three and a Half Million Dollars (\$3,500,000) and (v) such other insurance which Contractor is required to maintain under any Applicable Law.

6.02 General Insurance Requirements: Any carrier writing the insurance required under this Article VI shall be licensed to do business in the State of Tennessee where the work is to be performed and shall have a financial rating of at least A+ Class XII status, as rated in the most recent edition of Best's Insurance Reports. Prior to commencement of the work, Contractor shall furnish to Roane County a certificate of memorandum of insurance executed by an authorized representative of the insurance carrier, evidencing that all required insurance is in force, which certificate or memorandum shall indicate the named and additional insured as required herein and shall provide that Roane County shall receive written notice of any modification or cancellation of the insurance not less than thirty (30) days prior to the date of such modification or cancellation.

6.03 Familiarization and Waiver: Each of the insurance carriers shall waive the right of special notification of or consent to any change in the contract documents, including cancellation of this Agreement, or any other act by Roane County or its Agents under the terms of the Contract Documents. Failure to so notify the insurance carriers of any such change, cancellation or act shall in no way relieve such carriers of their obligations under this Agreement.

6.04 No Limitation on Liability: Nothing contained in this Article VII shall limit, or be deemed to limit, the liability or responsibility of Contractor for payment of damages resulting from its acts, omission or other conduct or operations under this Agreement.

ARTICLE VII
INDEMNIFICATION

7.01 Indemnification by Contractor: Contractor hereby agrees to indemnify, protect, defend and hold harmless Roane County, its successors and assigns, and their respective, present and future Agents from and against any and all claims, demands, liabilities, losses, damages, fines, penalties, costs and expenses, including attorneys' fees and disbursements (collectively, "Claim"), suffered incurred or sustained by or asserted against Roane County or arising out of, resulting from, or in any way relating to Contractor's performance or activities under this Agreement, including without limitation: (i) any breach of this Agreement or the representations or warranties by Contractor; (ii) any negligent or willful act or omission by Contractor; (iii) any failure by Contractor to comply with Applicable Law or the Contract Documents; (iv) injury to or death of any person (including, without limitation, Agents of Contractor), whether occurring on or at the Property or elsewhere; (v) damage to or destruction to any property, real, personal or mixed (including, without limitation, Convenience Centers, County Facilities and/or Schools, property of the Contractor and property of any Person).

7.02 Indemnification by Roane County: Roane County shall indemnify, protect, defend and hold harmless Contractor, its successors and assigns and their respective, present and future Agents from and against any Claim suffered, incurred or sustained by or asserted against Roane County or arising out of, resulting from or in any way relating to Roane County's performance or activities under this Agreement, including, without limitation: (i) any breach of this Agreement or the representations or warranties by Roane County; (ii) any negligent or willful act or omission by Roane County; (iii) any failure by Roane County to comply with Applicable Law or the Contract Documents; or (iv) cleanup, response or remedial action, removal, mitigation, restoration or other activity at any site or location at which Roane County has placed or deposited, or has caused to be placed or deposited, any Solid Waste or any other wastes or materials.

ARTICLE VIII

TERM

8.01 Term: This Agreement shall become effective as of the Effective Date August 1, 2016 with the first five (5) year term ending June 30, 2021. Except as otherwise provided in this Agreement, shall continue in full force and effect for five (5) years from the Effective Date. Nearing the end of the five (5) year term, the Parties reserve the right to negotiate an additional five (5) year term as may be mutually agreed.

ARTICLE IX

GENERAL PROVISIONS

9.01 Admissions: Nothing in this Agreement shall constitute any admission, expressed or implied, by either of the Parties of any wrong doing. Nothing herein, expressed or implied, is intended to confer upon any other Person any rights or remedies hereunder.

9.02 Amendment and Assignment: Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified except in a specific writing signed by each of the Parties. This Agreement, any portion thereof, or any obligation hereunder shall not be assigned by Contractor except with the prior written consent of Roane County.

9.03 Conflict: In the event any provision of this Agreement conflicts with any other Contract Document or any other form or document relating to the Work, the terms of this Agreement shall govern. However, should there be a conflict of this Agreement and the Proposal Submitted by Contractor, the Specifications Terms Conditions and the Contractor's proposal shall prevail.

9.04 Further Assurances: Each of the Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated under this Agreement.

9.05 Headings and Counterparts: The division of this Agreement into sections, the provision of a table of contents and the insertion of heading are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement may be executed in any number of

counterparts, each of which shall be deemed as original but all of which taken together shall constitute one and the same instrument.

9.06 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered by hand, courier or express mail service (with written confirmation of receipt), (ii) sent by means of facsimile (fax) (with provision for assurance of receipt in a manner typical with respect to communications of the type); (iii) emailed to the agent(s) identified in this Agreement, or (iv) mailed by registered or certified first class mail, return receipt requested, at the address or facsimile (fax) number set forth below (or to such other Person, address, facsimile (fax) number, or email address as a Party may, from time to time, designate, by written notice.

(a) Roane County:

Lynn Farnham, Purchasing Agent
200 East Race Street
Suite #3
Kingston, TN 37763
Phone (865) 376-4317
Fax (865) 376-4318
Email: lynn.farnham@roanecountytn.gov

(b) Roane County Continued:

Ralph Stewart, Solid Waste Director
215 White Pine Road
Harriman, TN 37748
Phone (865) 590-7779
Fax (865) 590-1251
Email: ralph.stewart@roanecountytn.gov

(c) Contractor:

Kenny R. Fuquea
Waste Services of Tennessee, LLC
650 25th Street, NW
Suite 100
Cleveland, TN 37311
Phone (423)
Fax (423)
Email: KFuquea@santekenviro.com

9.07 Severability: Any provision of this Agreement that may be finally determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction for any reason,

shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other provision of this Agreement and any such provision in any other jurisdiction. The Parties shall negotiate in good faith to replace such provision with an appropriate, legal provision and to the extent permitted by law, hereby waive any provision of law that renders any provision of this Agreement invalid or unenforceable in any respect.

9.08 Waiver: A Party's failure to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right or any other right or operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a Party's waiver of any right hereunder at any time, including right to any payment, be deemed a waiver thereto for any other time.

9.09 Entire Agreement: The Agreement along with the proposal submitted by Contractor, represents and contains the full and complete understanding and agreement of the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, understandings, statements, clauses and conditions with respect to the transactions contemplated by this Agreement or which may be contained in any other form or document including, without limitation, any Contract Documents. Any terms or conditions contained in any form or document, with the exception of the proposal submitted by Contractor, that are inconsistent with the provision of this Agreement shall be null and void.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as of the date first above written.

WASTE SERVICES OF TENNESSEE, LLC ROANE COUNTY GOVERNMENT

By: _____ By:

Name: _____ Name:

Title: _____ Title:

See attachment

Resolution #08-16-13

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION honoring Everett Massengill for his service on the Roane County Board of Education

WHEREAS, EVERETT MASSENGILL has faithfully served Roane County as a member of the Roane County Board of Education; and

WHEREAS, EVERETT MASSENGILL is retiring from the Roane County Board of Education after 26 years of service; and

WHEREAS, EVERETT MASSENGILL has faithfully represented the citizens of District 7 on the Roane County School Board; and

WHEREAS, EVERETT MASSENGILL has attained the degree of Level 5 School Board Member through the Tennessee School Board Association; and

WHEREAS, EVERETT MASSENGILL has served as Legislative Liaison for the Tennessee School Board Association; and

WHEREAS, it is altogether fitting and proper that EVERETT

MASSENGILL be honored on the occasion of his retirement from the Roane County Board of Education.

NOW THEREFORE BE IT RESOLVED that the Roane County Commission meeting in regular session on August 8, 2016 does hereby honor EVERETT MASSENGILL on the occasion of his retirement after 26 years from the Roane County Board of Education.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Everett Massengill.

UPON MOTION by Commissioner Moore, with second by Commissioner Granger,

The following Commissioners vote Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.

(15)

The following Commissioners vote **No: -0-**

The following Commissioners **Passed: -0-**

THEREUPON, the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-14

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION honoring Rachel Treadway Robinette on the occasion of her 100th birthday

WHEREAS, RACHEL TREADWAY ROBINETTE was born on August 30, 1916 and will be celebrating her 100th birthday; and

WHEREAS, RACHEL TREADWAY ROBINETTE is the oldest surviving daughter of George and Frances Treadway and only surviving child of eight children; and

WHEREAS, RACHEL TREADWAY ROBINETTE has attended First Presbyterian Church in Rockwood for 97 years; and

WHEREAS, RACHEL TREADWAY ROBINETTE has been preceded in death by five husbands and son Jack Lee Huff; and

WHEREAS, RACHEL TREADWAY ROBINETTE enjoys the companionship of daughter-in-law Sandra Weaver Huff and granddaughter Ann Huff Haight; and

WHEREAS, the Roane County Commission wishes to honor RACHEL TREADWAY ROBINETTE on the occasion of her 100th birthday.

NOW THEREFORE BE IT RESOLVED that the Roane County Commission meeting in regular session on August 8, 2016 does hereby honor **RACHEL TREADWAY ROBINETTE** on the occasion of her 100th birthday.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Rachel Treadway Robinette.

UPON MOTION by **Commissioner Granger**, with second by **Commissioner Meadows**,

The following Commissioners vote **Aye**: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioners vote **No**: -0-

The following Commissioners **Passed**: -0-

THEREUPON, the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION #08-16-15

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A Resolution To Hold the September 12, 2016 Roane County Commission Meeting At the Historic Roane County Courthouse

WHEREAS, the Historic Roane County Courthouse at 119 Court Street, Kingston, Tennessee is one of only six Pre-Civil War courthouses remaining in Tennessee.

WHEREAS, the Historic Roane County Courthouse housed the government of Roane County from 1854 until 1974, when construction of the current Courthouse was completed.

WHEREAS, the Historic Roane County Courthouse remains an important part of Roane County, now housing the Roane County Heritage Commission, the Roane County Archives and the Roane County Museum of Art and History.

WHEREAS, the Roane County Quarterly Court, the predecessor of the Roane County Commission, met regularly in the Historic Roane County Courthouse until 1974 when the current Courthouse was completed.

WHEREAS, because of the continuing significance of the Historic Roane County Courthouse and its important place in the

history of Roane County, holding a Roane County Commission meeting in the Historic Roane County Courthouse would be fitting and appropriate.

WHEREAS, The Roane County Heritage Commission desires that the Roane County Commission meet in the Historic Roane County Courthouse.

NOW, THEREFORE, be it **RESOLVED** by the Roane County Commission, that the regular September 12, 2016 meeting of the Roane County Commission shall take place in the Historic Roane County Courthouse at 119 Court Street, Kingston, Tennessee.

This Resolution shall take effect upon passage, the public welfare requiring it.

UPON MOTION by **Commissioner Granger**, seconded by **Commissioner Hendrickson**,

The following Commissioners voted **Aye**: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Meadows, and Moore.**
(15)

The following Commissioners **Passed -0-**

The following Commissioners voted **No: -0-**

THEREUPON, the Chair announced to the Commission that said Resolution had received a constitutional majority and ordered the same be spread of record.

MOTION to adjourn was duly made by **Commissioner Moore**, seconded by **Commissioner Granger**.

THEREUPON, the August 8, 2016 meeting stood adjourned **8:30 P.M.**

APPROVED:

Chairman Ron Berry

ATTEST:

County Clerk Barbara J. Anthony