

**Municipal Solid Waste Regional Plan
for
Jackson/Madison County, Tennessee
(1994-2003)**

Acknowledgement

This Plan was prepared by TLM Associates, Inc. for the Jackson/Madison County Municipal Solid Waste Planning Region Board as required by the Solid Waste Management Act of 1991, T.C.A. 68-31-813(c) and 68-31-815.

We would like to express our appreciation to all the persons/groups who assisted in compiling the information contained in this document.

Table of Contents

PART I EXECUTIVE SUMMARY

PART II INTRODUCTION

- Chapter I Description of the Municipal Solid Waste Region
- Chapter II Analysis of the Current Solid Waste Management System for the Region
- Chapter III Growth Trends, Waste Projections, and Preliminary System Structure
- Chapter IV Waste Reduction
- Chapter V Waste Collection and Transportation
- Chapter VI Recycling
- Chapter VII Composting, Solid Waste Processing, Waste-to-Energy and Incineration Capacity
- Chapter VIII Disposal Capacity
- Chapter IX Public Information and Education
- Chapter X Problem Wastes
- Chapter XI Implementation: Schedule, Staffing and Funding
- Chapter XII Allocation of Implementation Responsibilities: Plan Adoption and Submission
- Chapter XIII Flow Control and Permit Application Review

PART III APPENDICES

- Appendix A Legal Documentation and Organization of the Region
- Appendix B Documentation for Adjustments to the Base Year Generation
- Appendix C Public Participation Activities
- Appendix D Exports and Imports
- Appendix E Review by Appropriate Municipal or Regional Planning Commission
- Appendix F Grant Information

PART I

Executive Summary

EXECUTIVE SUMMARY

In 1989, Madison County and the City of Jackson, Tennessee recognized the need for an integrated plan for handling solid waste within this county. The existing landfill was nearing the end of its useful life and the local governments recognized the potential problems the area could face if proper planning were not initiated immediately. Therefore; in June, 1989, Mayor Charles Farmer and County Executive Dr. Alex Leech appointed The Jackson/Madison County Solid Waste Study Committee.

The purpose of the Jackson/Madison County Solid Waste Study Committee was to evaluate and recommend an integrated and comprehensive approach to solid waste management. In March, 1990, the Jackson/Madison County Solid Waste Study Committee prepared The Jackson/Madison County Solid Waste Management Study. A copy of this study has been included as Appendix F of this Plan, and a summary of the recommendations of the Study are provided as follows:

COMMITTEE RECOMMENDATIONS:

A 70% reduction of municipal solid waste, currently placed in the sanitary landfill in Jackson/Madison County. can be accomplished by 1994. The reduction will require an integrated and comprehensive approach to recycling, source reduction and landfilling.

Following is an outline of the methods to accomplish the 70% reduction goal.

SOURCE REDUCTION:

RECOMMENDATION NO. 1

Source reduction in two areas can be accomplished over the next three years. First, industry should be asked to reduce solid waste generation by 30% by 1994. A 10% per year reduction should be targeted over each of the next three years. Support for this program should come from a person working for the city or county who can assist industry to use a systematic approach toward reduction. The committee discussed the possibility of using a local college professor. This person would lead the county-wide program. The calendar year of 1989 will be used as a base year for calculation purposes, Each industry should file a yearly report on the results of these efforts.

RECOMMENDATION NO. 2

Business should be a part of this program in a similar way. The city/ county person coordinating this issue could advise business as well. There are businesses at different places in the process of recycling containers, etc. Greater variability can be expected in result from business. There are some good examples of recycling already in existence at local businesses .

RECOMMENDATION NO. 3

The effort to reduce landfill waste should be broadly promoted to gain public support. The committee recognizes that several workable plans could be created for the Jackson/Madison County area. Success of any reduction effort depends on the support of all entities, and keeping this issue in front of the public will be important.

RECYCLING:

RECOMMENDATION NO.4

Recycling will require attention in several areas. We recommended a central recycling system be used to separate items such as paper, plastic, glass and metals. All recyclable material should be removed and baled prior to landfilling unrecyclable material. The committee has reviewed estimates of cost for this service from public and private sources. We feel that privatization looks extremely attractive should be seriously considered by decision makers in the city and county governments. Yard and wood waste now going to the landfill can be ground in a tub grinder to produce mulch for sale or use by the city or county. Surface application of the mulch on land for deterioration is also possible.

RECOMMENDATION NO. 5

We recommend that the county pursue the path of collecting recyclables at convenience centers. The current waste convenience centers offer an opportunity to improve on collection of recyclables by concerned citizens. Further, we support efforts currently underway to collect waste motor oil and household hazardous waste. This will lower the amount of material of this type reaching the landfill and resultant problems of segregation at that point.

RECOMMENDATION NO. 6

We think that the separation of waste by the household user is desirable. The household user should place all food/non-solid waste in identifiable, plastic bags. The bags can then be sorted out at the central recycle center. This results in cleaner recyclables for sale. The quality and price of recyclables is dependent on cleanliness. This seems a more economical path than household separation of all recyclables and should be tested as soon as the central recycle center is operating.

RECOMMENDATION NO. 7

Curbside pickup of separated waste has been tested in Jackson. We find that this method is particularly useful in getting community involvement. However, we estimate the cost to be considerably higher than a central sort and recycle operation. Further the central sort and recycle operation can accept all waste versus the portion sorted by citizens only which is highly dependent on individual concern and motivation. When central recycle is up and running and markets for clean, recycled materials have grown, we would recommend curbside pickup of separated recyclables be studied again.

RECOMMENDATION NO. 8

Composting of non-recyclables is receiving a lot of interest and technological development. We think there may be useful technology to further reduce waste going to the sanitary landfill available within five years. We recommend a study of composting non-recyclables within five years.

INCINERATION/WASTE TO ENERGY CONVERSION:

RECOMMENDATION NO. 9

We have reviewed several examples of using garbage as fuel. The examples include the Dyersburg Waste Incinerator, the Metropolitan Nashville Waste Incinerator, and the Humboldt Waste Fuel Pellet Project. Each of these demonstrates viable technology; however, we do not feel that a waste to energy project such as this is right for Jackson/Madison County at this present time. We do not know enough about the scope, the project, size, environmental regulations, and other risks to proceed at present. Therefore, we recommend a restudy of incineration of garbage to produce heat or electric power within five years.

If pelletizing of unrecyclables is proven practical as a fuel. We should evaluate this possibility as it occurs and make provisions for its production. This would be an easy addition to the central sort and recycle center.

LANDFILLING:

RECOMMENDATION NO. 10

The county is proceeding with permitting of a new landfill. State regulations are being followed in a time when changes are being made and the new proposed regulations being used by the state are more stringent and time consuming to meet. We encourage the city and county to follow the current path of permitting the new landfill. Completion of the process should be as soon as possible as the current landfill is nearing the end of its useful life.

RECOMMENDATION NO. 11

We recommend that all unrecyclables be compacted into bales prior to being placed into the new landfill. This practice will extend the life of the new landfill by as much as three times. It will also reduce blowing waste from the site. After burial, the generation of leachate and methane gas is reported to be less than a conventional landfill. The new landfill should also be started up as a balefill if at all possible. This is an aggressive target as equipment purchase and training will require considerable time.

RECOMMENDATION NO. 12

We recommend that a separate construction/demolition landfill be created. This will allow a lower cost, separately permitted facility to handle waste deemed less harmful to the environment. It will also further extend the life of the landfill operated for unrecyclables. It is possible that a portion of the new site can be dedicated to this use and permitted on a faster path. This should be investigated and applications made to meet the timing of the opening date for the new landfill.

The City of Jackson and Madison County worked jointly to carry out the recommendations of the Solid Waste Study Committee; and in 1991, the new Jackson/Madison County Landfill was opened for operation with a privately operated central recycling facility located on the same property. The new landfill also opened a demolition waste disposal site on this property for the diversion of waste from the Class I site.

During the time the City of Jackson and Madison County were designing, permitting, and beginning operations at the new landfill; the State of Tennessee adopted the 1991 Solid Waste Act. In order to comply with the requirements of this new act, Madison County adopted a resolution creating a one county solid waste region consisting of all of Madison County and the City of Jackson. This was based, in part, on the fact that requirements in the permit for the new landfill stipulated that only waste generated within Madison County could be accepted for disposal at the new landfill. Public sentiment was also in favor of banning all wastes generated outside of the Madison County, and the Madison County Commission adopted a resolution opposing the use of the Jackson/Madison County Landfill by surrounding counties.

The County Commission is the governing authority over all solid waste issues in the Madison County Region. In compliance with the Solid Waste Act of 1991, the County Commission appointed a Municipal Solid Waste Planning Region Board, composed of 15 members, to evaluate solid waste programs and operational strategies and to bring its findings to the County Commission in the form of recommendations. This board also reports its findings to the City of Jackson to provide continuity in the County's solid waste plan.

In 1993, Mayor Charles Farmer and County Executive Dr. Alex Leech appointed another Jackson/Madison County Solid Waste Study Committee to evaluate the effectiveness of the efforts of Jackson and Madison County during the past three years. Their report is included in this Plan as Appendix F, and their recommendations are included as follows:

COMMITTEE RECOMMENDATIONS:

Further reduction in solid waste placed in the Jackson/ Madison county Landfill can be obtained by following plans in place. Some modification of existing operations is also necessary to stay up-to-date with changes.

Following are two areas that require work by city and county government.

SYSTEMIC CHANGES:

The committee has reviewed the twelve recommendations made in 1990 and find they remain valid today. Specifically, the following areas need attention to further reduce the amount of waste sent to the landfill and improve the recyclable nature of materials.

1. Business and industry should be asked to reduce waste sent to the landfill. Recommendations number 1 and 2 of the 1990 study suggest methods for accomplishing a sizable reduction. Today, we find this to be the most promising area for reduction.
2. Amounts of waste generated by private citizens has changed little since 1989. Public awareness of recycling opportunities needs to be stressed.
3. Biodegradable waste and recyclable materials should be separated by some means. This can improve the price of materials provide economic encouragement. The 1990 recommendations suggested bagging biodegradables to keep them separate. Recent programs such as "green bag" separate recyclables. Either method could work. We recommend a study and prototype be conducted to determine the best method.

ALTERATION OF EXISTING METHODS:

After review of current landfill practices and the contractor operated sort and recycle operation, we see a need to alter the contract with Metro Waste Management. We do not propose any change in landfill operation. We find it to be well managed and in excellent condition.

1. The contract with Metro Waste Management was developed from a 1990 recommendation to start a central sort and recycle center. The City of Jackson negotiated the contract that now contains a requirement to remove 25% by weight of the waste stream as recyclables. We find this figure to be variable as impacted by condition of recyclables, amount of recyclable materials prices. Therefore, we recommend eliminating the figure of 25% by renegotiating the materials are as follow; all other being more subject to the three variables previously listed:

- a. Cardboard - because of its bulk and waste of landfill space if not removed and a relatively constant market
- b. Car batteries and other hazardous waste - because of legal restrictions from the landfill
- c. Metals - because of relatively constant market
- d. Tires - because of bulk and state responsibility for handling and/or grinding
- e. Other waste that the city/county may find to adversely impact landfill operation.

In response to these recommendations, the Municipal Solid Waste Planning Region Board has scheduled a number of programs which are to be implemented during the next ten years. The most immediate measure proposed is the hiring of a Solid Waste Reduction Coordinator and Educator during 1994. This person will help industry meet voluntary reduction goals, help to locate new markets for recycled goods, and provide the impetus for educating all segments of the community about recycling.

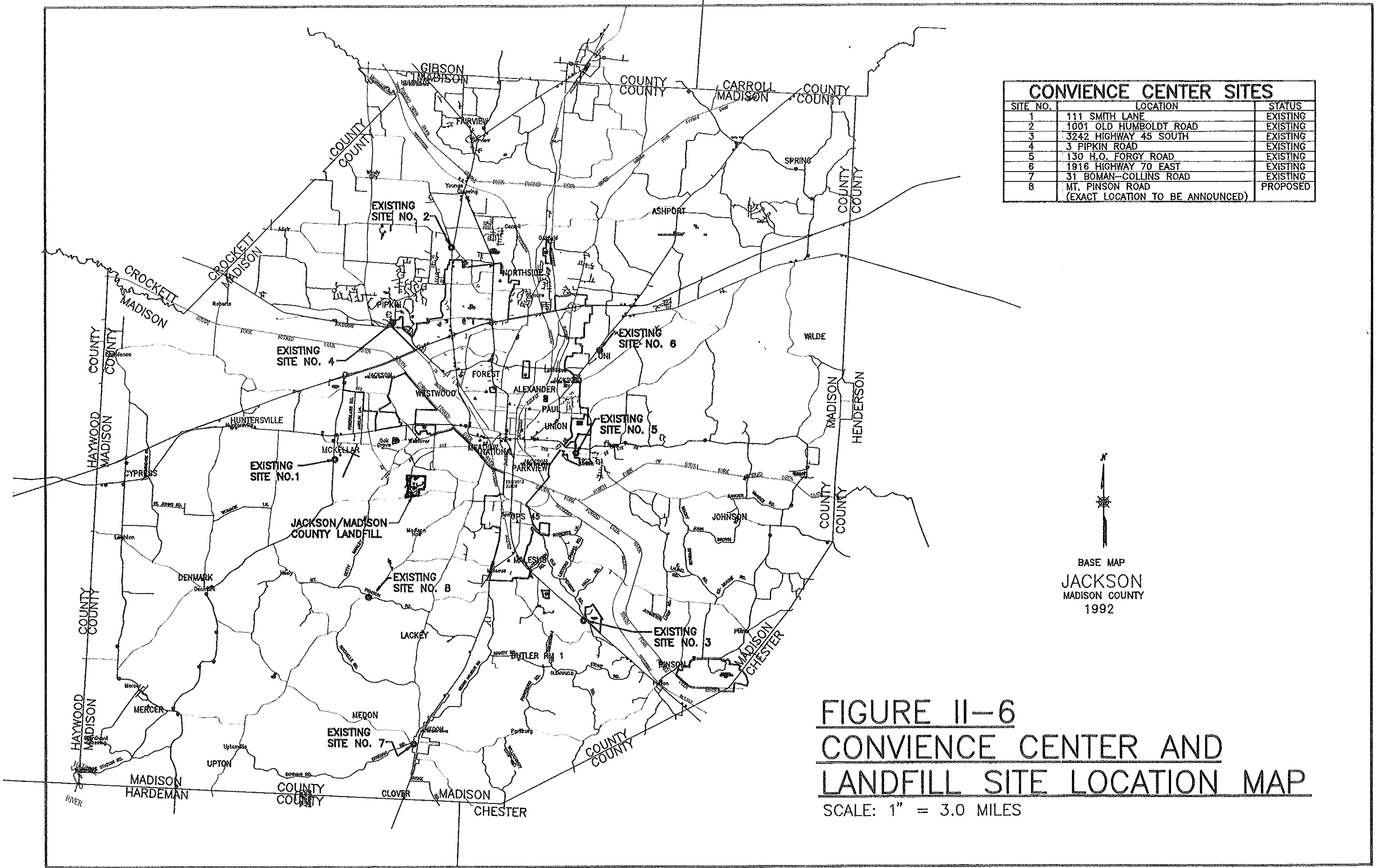
There are no immediate plans to markedly change the operation of the landfill and recycling center. Plans have been made to again review alternatives such as composting and incineration for the purposes of producing energy. The time frame for these reviews is reflected in the bar chart included at the end of this summary. Two of the main factors effecting any decision about alternate disposal techniques are: 1) available technologies and 2) the size of the waste stream required to make suggested alternatives economically feasible.

The Municipal Solid Waste Planning Region Board recognizes the need for home based recycling and sorting of reusable waste materials. Therefore it plans to test a number of programs which will provide the homeowner with a means to be a part of the region's integrated plan. Separate bins for specific recycled materials have been proposed for placement at one of the county's convenience centers during 1994. Other recycling centers may be equipped with recycling bins if county residents use the ones provided. Other test programs include "blue-bag", "green-bag", "bagged biodegradables", and can separation efforts by the homeowner.

The bar chart included at the end of this summary shows the time frame for the implementation and proposed life spans of all the programs which the Municipal Solid Waste Planning Region Board has scheduled. Individual budgets for each of the next ten years have also been included to show expected costs and revenues for all portions of the Solid Waste Plan which will definitely be implemented. The map included herein shows location of all facilities involved in the plan.

FIGURE IV-1
JACKSON/MADISON COUNTY SOLID WASTE PLAN

Name	ID	Duration	1994				1995				1996				1997				1998				1999				2000				2001				2002				2003				2004			
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4				
SOURCE REDUCTION	1	2870d																																												
Bus. Ind. Vol. Reduction	2	1043d																																												
Hire Coordinator	3	260d																																												
Voluntary 10% Reduction per Year	4	783d																																												
Set New Goals	5	261d																																												
Change Wax/Paper, Bottling, Etc.	6	260d																																												
Develop Legislative Recommendation	7	260d																																												
Public Education	8	2870d																																												
4th or 5th Grade Present.	9	2870d																																												
PSA'S by Coordin.	10	2870d																																												
Household Hazard Waste System	11	2870d																																												
Recycle Fair	12	2870d																																												
Presentation by Coordin.	13	2870d																																												
Telephone Book Recycling	14	2870d																																												
Christmas Tree Rec.	15	2870d																																												
Divert Tires	16	2870d																																												
Collect	17	2870d																																												
State Grinds	18	650d																																												
Separate Tires & Tubes and Sell	19	2610d																																												
Convert to Energy?	20	1305d																																												
Household Hazardous Waste	21	2870d																																												
Pickup By State	22	650d																																												
Pickup By Private Contractor	23	2220d																																												
Compost	24	2870d																																												
Evaluate Market	25	260d																																												
Review Examples	26	260d																																												
Make Decision	27	263d																																												
Install Capital Project?	28	261d																																												
Start-Up?	29	261d																																												
Continue Composting Operation?	30	1566d																																												
Medical Waste	31	2870d																																												
Continue to ship to Licensed Waste Handlers Out of County	32	2870d																																												
Incineration	33	1825d																																												
No Action	34	1565d																																												
Restudy for New Technology	35	260d																																												
Landfill Operations	36	2870d																																												
Contract to Bale Waste	37	2870d																																												
Dead Animals, Etc.	38	2870d																																												
Continue to Bury in Class I Landfill Site	39	2870d																																												

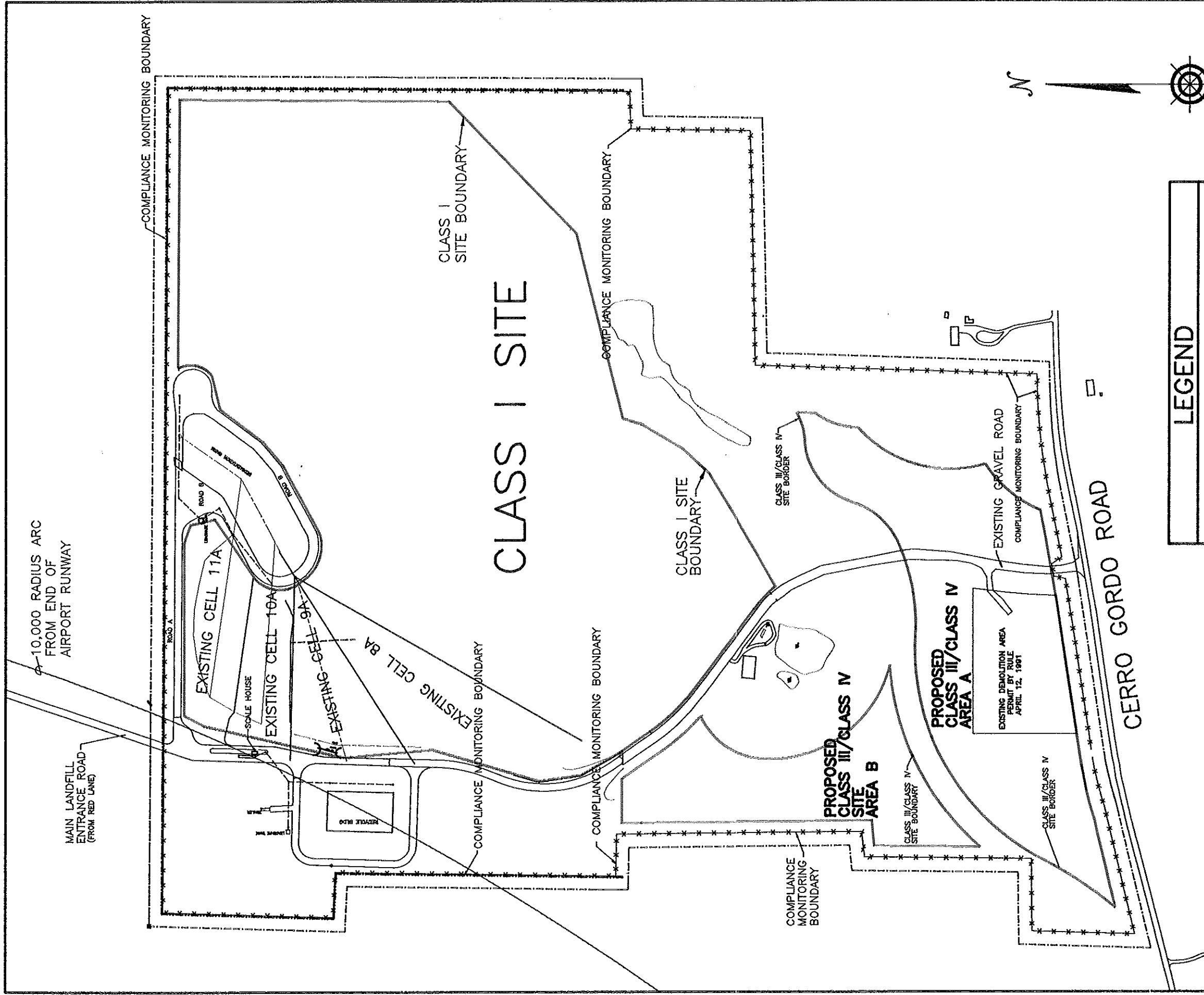


CONVIENCE CENTER SITES		
SITE NO.	LOCATION	STATUS
1	111 SMITH LANE	EXISTING
2	1001 OLD HUMBOLDT ROAD	EXISTING
3	3242 HIGHWAY 45 SOUTH	EXISTING
4	3 PIPKIN ROAD	EXISTING
5	130 H.O. FORGY ROAD	EXISTING
6	1916 HIGHWAY 70 EAST	EXISTING
7	31 BOMAN-COLLINS ROAD	EXISTING
8	MT. PINSON ROAD (EXACT LOCATION TO BE ANNOUNCED)	PROPOSED

N

 BASE MAP
 JACKSON
 MADISON COUNTY
 1992

FIGURE II-6
CONVIENCE CENTER AND
LANDFILL SITE LOCATION MAP
 SCALE: 1" = 3.0 MILES



LEGEND

—x—x—x—	FENCE
-----	PROPERTY LINE
- - - - -	LAYOUT CENTERLINES
-----	CLASS I SITE BORDER
-----	CLASS III/IV SITE A BORDER
-----	CLASS III/IV SITE B BORDER



JACKSON/MADISON COUNTY LANDFILL
 SCALE: 1=400

PART II

A Regional Municipal Solid Waste Management Plan (1994-2003)

CHAPTER I
DESCRIPTION OF THE MUNICIPAL
SOLID WASTE REGION

CHAPTER I

Description of the Municipal Solid Waste Region

A. GENERAL DESCRIPTION

The solid waste planning region for the Jackson/Madison County area encompasses all of the City of Jackson and Madison County. No other counties are included in this region.

The total area of this region is 557 square miles and the population of the region is approximately 79102 people. The population of the City of Jackson is approximately 53750 people.

The regional base map included at the end of this chapter shows the political boundaries, major roads and waterways within the Madison County region.

B. RATIONALE FOR REGION FORMATION

At the time the initial planning was done for the new Jackson/Madison County Landfill, regional planning for all counties in the State had not been initiated. Also, during the planning for the new Jackson/Madison County Landfill, it became apparent that the waste loading for Madison County was large enough to sustain the proposed landfill by itself and to warrant exclusion of other counties and municipalities outside of Madison county.

Opinions voiced during meetings of the County Commission and public hearings held by the State Division of Solid Waste Management made it clear that public sentiment was strongly against importing waste from any other county. The State's permit for the Jackson/Madison County landfill also approves the operation of the landfill to dispose of wastes generated in Madison County only.

C. INSTITUTIONAL STRUCTURE

Madison County is governed by a County Commission which is the authority for solid waste management in the Madison County Region. The County and the City of Jackson share responsibility for the cost of operating the Jackson/Madison County Landfill. All the collection services inside the City limits are governed by the City. All convenience centers are funded solely by the County, and the County is responsible for permitting all

private waste collectors operating outside of the city limits. The County Commission has appointed the Municipal Solid Waste Planning Region Board in accordance with the Solid Waste Act of 1991 for the purposes of researching solid waste management alternatives and bringing feasible recommendations to the County Commission for approval. The Solid Waste Planning Board has no authority to adopt or implement any solid waste management or operational plans. This board also reports its findings to the City of Jackson so that efforts may be coordinated between the City and County. The County Health Department has been charged with the responsibility for implementing the solid waste management programs adopted by the County Commission.

The County Commission is comprised of 25 members, 19 of which represent both city and county concerns. The Municipal Solid Waste planning Region Board is comprised of 15 members. Six of the members represent the City of Jackson and the remaining 9 members represent the rest of Madison County. The County Commission appointed a municipal solid waste planning region board in accordance with the solid waste act of 1991.

The Municipal Solid Waste Planning Region Board is comprised of 15 members. This board is divided into two sections: 1) a 9 member advisory group and 2) a 6 member planning group. Figure I-1 is a list of board members indicating their terms of office and on which committee they serve. The planning group is responsible for collecting data on the needs of the general public, industry, and government with regard to solid waste management. They also gather data on the feasibility of different disposal and recycling options. This data is then reported to the whole committee which is responsible for devising a plan to integrate the recommendations of the advisory committee into the region's solid waste program.

Public involvement is obtained through the representation of the County Commissioners, Advisory Board members, and public meetings.

D. DEMOGRAPHICS

The current (1993) population of the Madison County region is 79102 people according to U.S. Census Bureau projections. The population density of the region is 141.84 people per square mile.

Madison County's population grew by 3,436 persons from 1980 to 1990. The county should expect to continue to see and increase at an even greater rate. Madison county has been very successful in attracting manufacturing, hotels, and restaurants over the past few years. The new jobs are steadily bringing new persons to the county. The new people will increase waste generation projections.

Madison County's population is growing particularly in the areas outside of Jackson.

E. ECONOMIC ACTIVITY

Madison county has been very successful in attracting manufacturing, hotels, and restaurants over the past few years. The new jobs are steadily bringing new persons to the county. The new people and businesses will be producing a variety of types and amounts of solid waste. This should be taken into consideration when planning for the next ten years.

TABLE I-1 Population and Population Density			
COUNTY	AREA (Sq. Miles)	POPULATION (1993)	AVG. DENSITY Population/sq. miles
Madison	557	79102	142.01

TABLE I-2 Distribution of the Total regional Population, by urban rural areas for Madison County, Tennessee					
	URBAN		RURAL		TOTAL
YEAR	POPULATION	%	POPULATION	%	POPULATION
1993	53789	68.00%	25313	32.00%	79102

TABLE I-3 Distribution of the Total regional Population by Sex and Age for Madison County, Tennessee for 1993					
Age	Total	Male		Female	
		Male	%	Female	%
0-4	5727	2978	52.00%	2749	48.00%
5-19	17819	9075	50.93%	8744	49.07%
20-44	29611	13962	47.15%	15649	52.85%
45-64	15135	7083	46.80%	8052	53.20%
65+	10810	4052	37.48%	6758	62.52%
Total	79102	37150	46.96%	41952	53.04%

TABLE I-4 Distribution of Regional Population by Education (Age >or= 25) for Madison County, Tennessee for 1993		
	Number	%
Less than 9th Grade	10646.1	21.43%
High School (1-4)	22141.9	44.58%
Associate Degree	3953.1	7.96%
College (1-4)	8406.6	16.92%
Post Graduate/Professional (>4)	4525.3	9.11%
Regional Total	49673.0	100.00%

No updated population information is available for Madison County for distribution by education level for 1993. The percentages shown are the same as were used in the Solid Waste Needs Assessment.

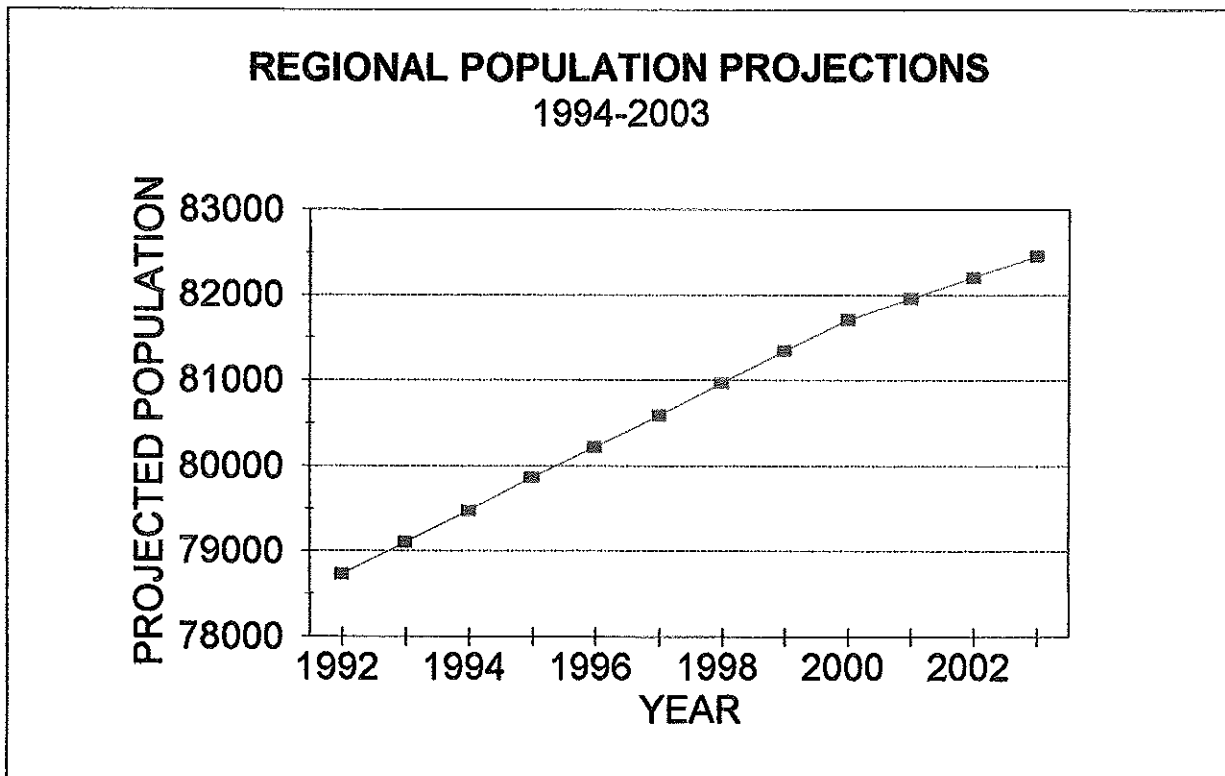
Total Number of Households in Madison County: 29609				
	Total Units	Occupied	Owner	Rented
Single Family				
1, Detached	57304	57304	47459	9845
1, Attached	1284	1284	418	866
Multi-Family				
2	3886	3886	360	3526
3-4	4012	4012	85	3927
5-9	2364	2364	50	2314
10-19	1276	1276	12	1264
20-49	545	545	0	545
50 or more	423	423	1	422
Mobile Home/Trailer	3836	3836	2927	909
Other	585	585	351	234
Institutional	2467	2467	0	0
Regional Total	77982	77982	51663	23852

Information in this table is copied directly from Table I-6 of the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

Table I-6
Regional Population Projections 1994-2003

Year	Projected Population	Change	
		Number	%
1990	77982		
1991	78355	373	0.44
1992	78725	370	0.47
1993	79102	377	0.48
1994	79471	369	0.47
1995	79859	388	0.49
1996	80216	357	0.45
1997	80591	375	0.47
1998	80962	371	0.46
1999	81338	376	0.46
2000	81705	367	0.45
2001	81954	249	0.30
2002	82201	247	0.30
2003	82453	252	0.31

Projected population numbers presented in this table have been obtained from:
 POPULATION ESTIMATES FOR THE STATE OF TENNESSEE, PREPARED BY THE DEPARTMENT OF
 SOCIOLOGY, UNIVERSITY OF TENNESSEE, PROVIDED AND ADJUSTED BY THE DIVISION
 OF INFORMATION RESOURCES, TDH.



Population	MSA County (yes/no)	Total Employment	Total Earnings	Per Capita Income *	% Population Below the Poverty Line
77982	Yes	48890	\$1,191,473,000.00	\$15,279.00	17.00%

* Based on 1990 Population.

Information in this table was obtained from the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

	Number Employed	%
Manufacturing	9271	19.52
Construction	3934	8.28
Trade	11033	23.23
Finance, Insurance, Real estate	2448	5.15
Services	11350	23.90
Transportation, Communication & Public Utilities	1578	3.32
Government	7885	16.60
Total	47499	100.00

Information in this table is copied directly from Table II-1 of the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

County	Employment
Madison	1083.00

Information in this table is copied directly from the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

Screening Criteria Applied	Number of Generators	Estimated Total Quantity of Waste
All Generators	2202	45045

Information in this table was obtained from the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

Institution	Type	Number of students/ inmates/residents	Estimated Qty of Waste Generated
Lambuth University	College	465	0.00
Lane College	College	338	0.00
Union University	College	700	0.00

Information in this table is copied directly from Table II-3 of the Solid Waste Needs Assessment for Madison County, Tennessee, dated Sept. 30, 1992.

Institution	Number of Beds	Infectious Waste Management		Est. Quantity of Solid Waste Generated (Tons/Year)
		OnSite/Offsite	Type Treatment	
HCA Regional Hospital	166	Offsite	N/A	624.00
Jackson/Madison County General Hospital	612	Onsite	Incineration	2400.00
Forest Cover Manor, Inc..	157	Onsite	N/A	347.00
Jackson Manor, Inc..	108	Offsite	N/A	69.00
Laurelwood Health Care	73	Offsite	N/A	139.00
Maplewood Health Care Ctr.	156	Offsite	N/A	156.00
Mission Convalescent Home	165	Offsite	N/A	165.00
Region Totals	1437			3900.00

Information in this table was obtained directly from Table II-4 of the Solid

Description	Amount
Appropriation from the Madison County general fund	\$867,728.27
Property Tax	
Local Sales Tax	
Wheel Tax	
Local Waste Collection Fee	\$4,226,074.55
Landfill Coupons/Fees	\$50,004.82
Landfill Fees-Industrial	\$14,976.36
Regional Total	\$5,158,784.00

	Amount
Total Assessed Property Value	\$614,080,481
Total Property Tax Revenue	\$21,356,091
Total Sales Subject to Sales Tax	\$837,016,218
Total Local Sales Tax Revenue	\$23,017,946
Number of Registered Vehicles	75974
Total Wheel Tax Revenue	\$0

Figure I-1
Municipal Solid Waste Planning Region Board
Appointed June, 1993

Name	Term (Yrs.)	Committee	Office
Treva Avery	4	Planning	
John Bannister	4	Planning	
Vera Brooks	2	Advisory	
William Deberry	4	Planning	Vice-Chairman
William L. Earny, Jr.	4	Advisory	
Dr. Tony Emison	6	Planning	
James R. Hill	6	Advisory	
David Horton	4	Advisory	
Leslie W. Johnson, Jr.	2	Advisory	
Joe Kastner	5	Planning	
Thomas H. Lovelace	6	Advisory	
John Newman	6	Advisory	Chairman
Opal Person	2	Advisory	
Mary Tyler	2	Advisory	
Fred Williams	2	Advisory	Secretary

CHAPTER II

Analysis of the Current Solid Waste Management System For the Region

CHAPTER II

Analysis of the Current Solid Waste Management System For the Region

A. WASTE STREAM CHARACTERIZATION

The composition of Jackson's & Madison County's waste stream seems to fluctuate over a range of several percentage points from year to year. The reasons for the fluctuations of industrial, commercial, residential, and yard or construction wastes are not fully understood. In 1990, the largest single contributor to Jackson/Madison County waste stream instituted a recycling program whereby they reduced the amount of material entering the waste stream from their facility by 75%. This effort resulted in a significant reduction in the total waste flow to the landfill.

In subsequent years, the total volume of waste has surpassed its previous levels. A number of new industries and commercial enterprises have located in Jackson and Madison County during this time, accounting for much of the increased waste production.

The year after the new landfill went into operation and the old landfill was closed, there was a large drop in the amount of yard, wood, and construction waste entering the new Jackson/Madison County Landfill. However, in the second full year of the landfill's operation, the amount of material diverted to the demolition site increased significantly. The amounts of yard, wood, and construction waste received at the new Jackson/Madison County Landfill have returned to levels consistent with those prior to the opening of the new landfill.

B. WASTE COLLECTION AND TRANSPORTATION SYSTEMS

Over the past several years, the City of Jackson and Madison County have continued to upgrade their waste collection services. New service centers have been added approximately at the rate of one per year. Currently, all residents of the City are provided with weekly pick-ups; and the rural residents of Madison County may choose to have weekly garbage pick-ups, provided by a private collector, or they may deposit their garbage at one of the seven service centers located within the county. The Mercer area is now the only area in the county with green box service, and the County anticipates converting this location to a solid waste convenience center during 1994.

C. SOURCE REDUCTION AND RECYCLING SYSTEMS

In 1990, Procter & Gamble's Jackson, TN Plant initiated its own recycling program. Within the first year after its inception, the program reduced the amount of waste entering the Jackson/Madison County Waste Stream from the plant by 75%. This has been a very significant reduction since Procter & Gamble was the single largest contributor of waste to the Madison County system before the recycling program began.

The County's Solid Waste Board plans to work closely with the industries within its borders to encourage source based recycling. The Board recommends that Jackson/Madison County hire a coordinator to work directly with industries in order to promote and propose methods for source reduction at each plant. This individual would also help to coordinate the efforts of industry with those of the City and County so that new markets for recycled goods might be opened, benefitting the community as a whole.

D. WASTE PROCESSING, COMPOSTING, AND WASTE-TO-ENERGY/ INCINERATION SYSTEMS

1. Waste Processing Facilities

The Jackson/Madison County Landfill currently houses the only waste processing facility in Madison County. This facility is owned and operated by Waste Management, Inc. under contract with the City of Jackson. Waste entering the landfill gate is routed to the appropriate processing or disposal area. All processable waste collected in Madison County containing potential recyclable material is routed through this recycling center for processing. Recyclables are removed from the waste stream and all material which cannot be removed or re-routed to the demolition fill site is baled for placement in the Class I site.

This center has a drum chipper to reduce all brush, limbs, and other suitable material into mulch. This mulch is either sold or used by the county for various purposes.

2. Composting

The Jackson/Madison County Landfill does not currently engage in any composting operations. The Municipal Solid Waste Planning Region Board plans to evaluate the markets and technologies available for composting in the near future. The decision of whether or not Madison County will begin composting will be made after their review is complete.

3. Waste-to-Energy/Incineration

There is not a waste-to-energy processor in Madison County currently operating. Available incineration/generation technologies were reviewed in 1990, and the Municipal Solid Waste Planning Region Board is planning to restudy new technologies in the near future.

E. DISPOSAL FACILITIES - LANDFILLS AND BALEFILLS

The new Jackson/Madison County Landfill was opened in August of 1991 and is the only disposal facility within the Madison County Region. An application for permit of a new Class III/Class IV site has been sent in for review. If approved, this would give the landfill approximately 30 acres for Class III/Class IV disposal. The expected life of this site is approximately 22 years. The remaining capacity of the 125 acre Class I facility is approximately 30 years.

Permitting of the new Class III/Class IV site at the Jackson/Madison County Landfill is the only change to the Madison County Region's disposal capacities since the Solid Waste Needs Assessment was completed. There are no plans to open any new disposal facilities within this region within the next 10 years.

F. COSTS OF THE CURRENT SYSTEM

Portions of the Madison County and the Jackson City Financial Statements pertaining to solid waste for the year ending June 30, 1993 have been reproduced and included as Figure II-1 and Figure II-2 respectively at the end of this chapter. The costs of operation for each of major portions of solid waste management have been aggregated into on summary sheet included as Figure II-3 at the end of this chapter. Figure II-4 is a pie chart displaying the percentages of each of the three major operational areas of the Jackson/Madison County Solid Waste System for the fiscal year ending June 30, 1993.

G. REVENUES

Revenues for the portion of the solid waste collection and disposal funded by the City of Jackson are itemized in Figure II-1. The City and County divide all State Grants equally; therefore, the amounts of the grants shown in the city's financial statement reflect one half of the total amounts of the grants received. Figure II-5 summarizes and combines the revenues used to fund the Jackson/Madison County Solid Waste Collection and Disposal System for the fiscal year ending June 30, 1993.

H. PUBLIC INFORMATION AND EDUCATION PROGRAMS

Public education in Madison County is accomplished through several vehicles. In 1994, the County has planned to hire a coordinator to be involved in educating industry and the public in the benefits of reducing solid waste volume through recycling and source reduction measures. Part of this educational process will involve public service announcements and presentations during publically-sponsored recycling events.

Presentations are planned in the public school system for all students in either the fourth or fifth grades. This will be an ongoing program so that each student in the County will be exposed to recycling education as he passes through the chosen grade level.

Recycling education is also provided through advertisements of the Household Hazardous Waste Collection Day, Christmas Tree Recycling Program, and the Telephone Book Recycling Program.

Other educational methods are currently being evaluated by the Solid Waste Planning Regional Board for effectiveness and economic feasibility. The Board plans to continue adding educational methods to meet current and future needs as more programs and funds are made available.

I. PROBLEM WASTES(See Chapter X)

All problem wastes handled by the Jackson/Madison County Solid Waste System are discussed in detail in Chapter X of this report.

J. SYSTEM MAP FOR BASE YEAR (1993)

Figure II-6 is a map of Madison County showing the following items:

1. Convenience center sites;
2. Collection service areas;
3. Recycling collection sites;
4. Transportation routes;
5. Processing facilities sites;

6. Landfill/balefill site;
7. Education program sites.

K. STRENGTHS AND WEAKNESSES OF EXISTING SYSTEM

The entire region of Madison County is served by weekly collection or by seven service centers strategically located throughout the county. The quality of service is good and can be attested to by the minimal number of complaints received by the Jackson Sanitation Department. Should citizens have any questions or complaints about the system, two full time employees are available to handle their calls and to initiate action to resolve any problems which might arise.

The integration of this system has been very good over past several years. The landfill is owned and operated by the City of Jackson, and Madison County owns and operates the collection service centers. The County pays one half of the operating cost of the landfill. All waste collected in Madison County is taken to the Jackson/Madison County Landfill for processing and disposal.

The City and County have worked closely together throughout the planning, construction and operation of the new Jackson/Madison County Landfill. The Solid Waste Board is comprised of individuals representing urban, rural and industrial sectors of the community.

The largest drawback to Madison County's Solid Waste System is the limited market for recycled goods. In 1992, Waste Management, Inc.'s Recycling Center was able to remove and sell almost as much tonnage in six (6) months as it did in the full twelve (12) months of 1993. This is due primarily to shifts in the recycled goods market whereby the marketability of recycled goods was greatly diminished. The system has the capability of removing much more recyclable material than is now feasible to sell.

The Municipal Solid Waste Planning Region Board continues to seek ways to improve the quality of recycled goods removed from its waste stream and to improve the efficiency with which those materials are removed. It is the sincere hope and expectation of the Board that closer coordination between industry, government, and the general public will lead to new and more viable markets for an increasing variety of recycled materials.

Another goal of the Solid Waste Board, along with the Jackson Health & Sanitation Department, is to obtain better training for the operators of its collection and disposal sites. A training center in Tennessee is needed to help operators obtain the education and certifications they need.

	Class I Site	Population	Generation
Year	(Tons)	(Persons)	(Tons/Person/Year)
1989	104,796	78,500	1.33
1991	90,090	78,355	1.15
1992	88,882	78,725	1.13
1993	82,514	79,102	1.04

1989 Weight is from the 1991 University of Tennessee Solid Waste Study containing the 1989 Base Year Data.

1991 Weight is from two-week long random weigh-in studies conducted by the Jackson Health & Sanitation Department.

1992 Weight has been projected from six months of actual tonnage records provide by the Jackson Health & Sanitation Department.

1993 Weight is the actual tonnage entering the Class I Site recorded by the Jackson Health & Sanitation Department.

Population is from Population Projection prepared by the University of Tennessee, revised on November 17, 1992.

Table II-2a *Origin of Regional Solid Waste in 1989		
Source	Quantity (tons)	% of Total
Residential	25200	25.00%
Commercial/Institutional	30240	30.00%
Non-Hazardous Industrial	20160	20.00%
Special	0	0.00%
Other (Constr./Demo. debris)	25200	25.00%
Regional Total	100800	100.00%

* Based on Health Dept. data for a representative period of 2 to 4 weeks.
Use this data as a general indicator only.

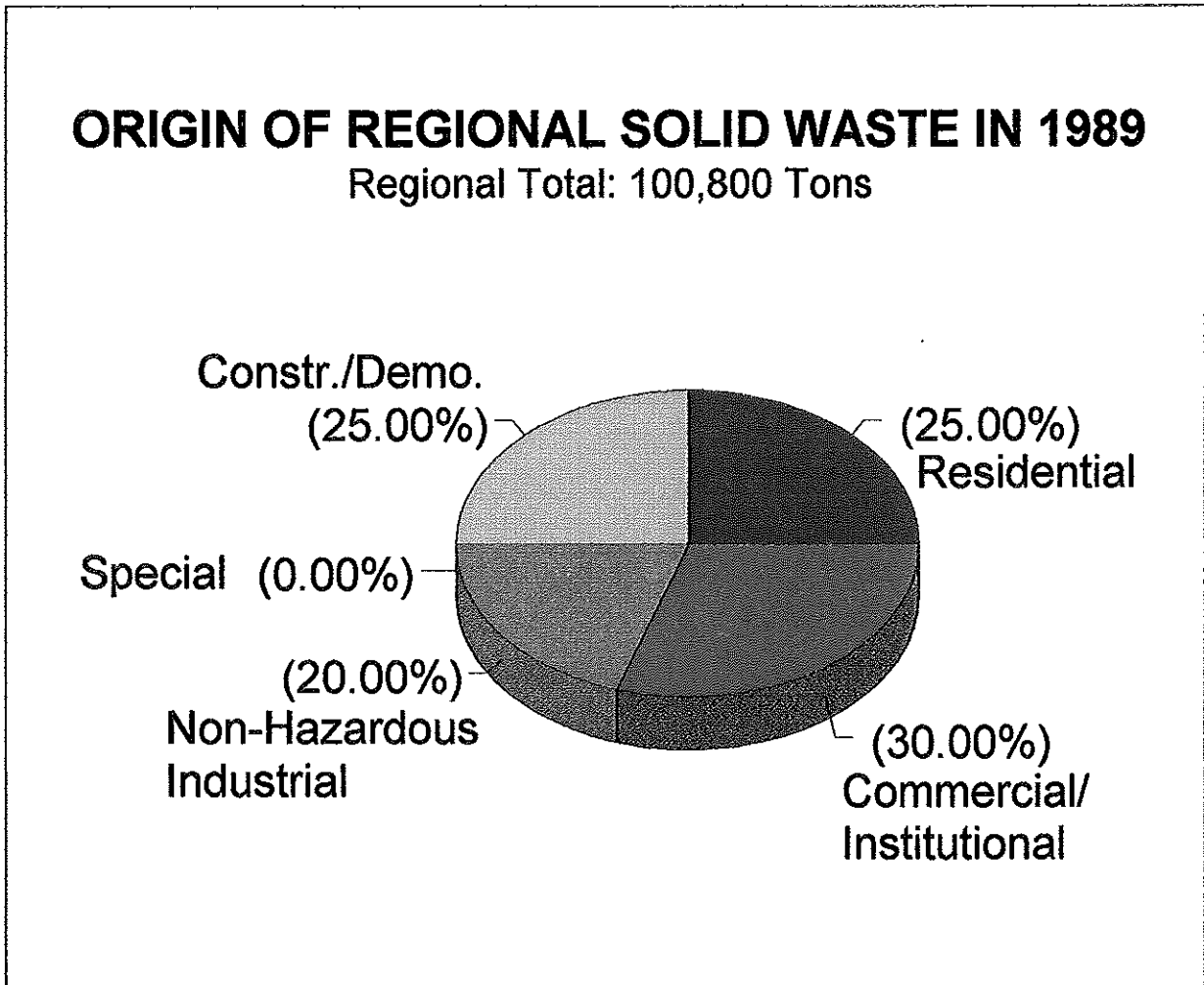


Table II-2b *Origin of Regional Solid Waste In 1990		
Source	Quantity (tons)	% of Total
Residential	23188	22.00%
Commercial/Institutional	35836	34.00%
Non-Hazardous Industrial	26350	25.00%
Yard and Wood	8432	8.00%
Other (Construction)	11594	11.00%
Regional Total	105400	100.00%

* Based on Health Dept. data for a representative period of 2 to 4 weeks.
Use this data as a general indicator only.

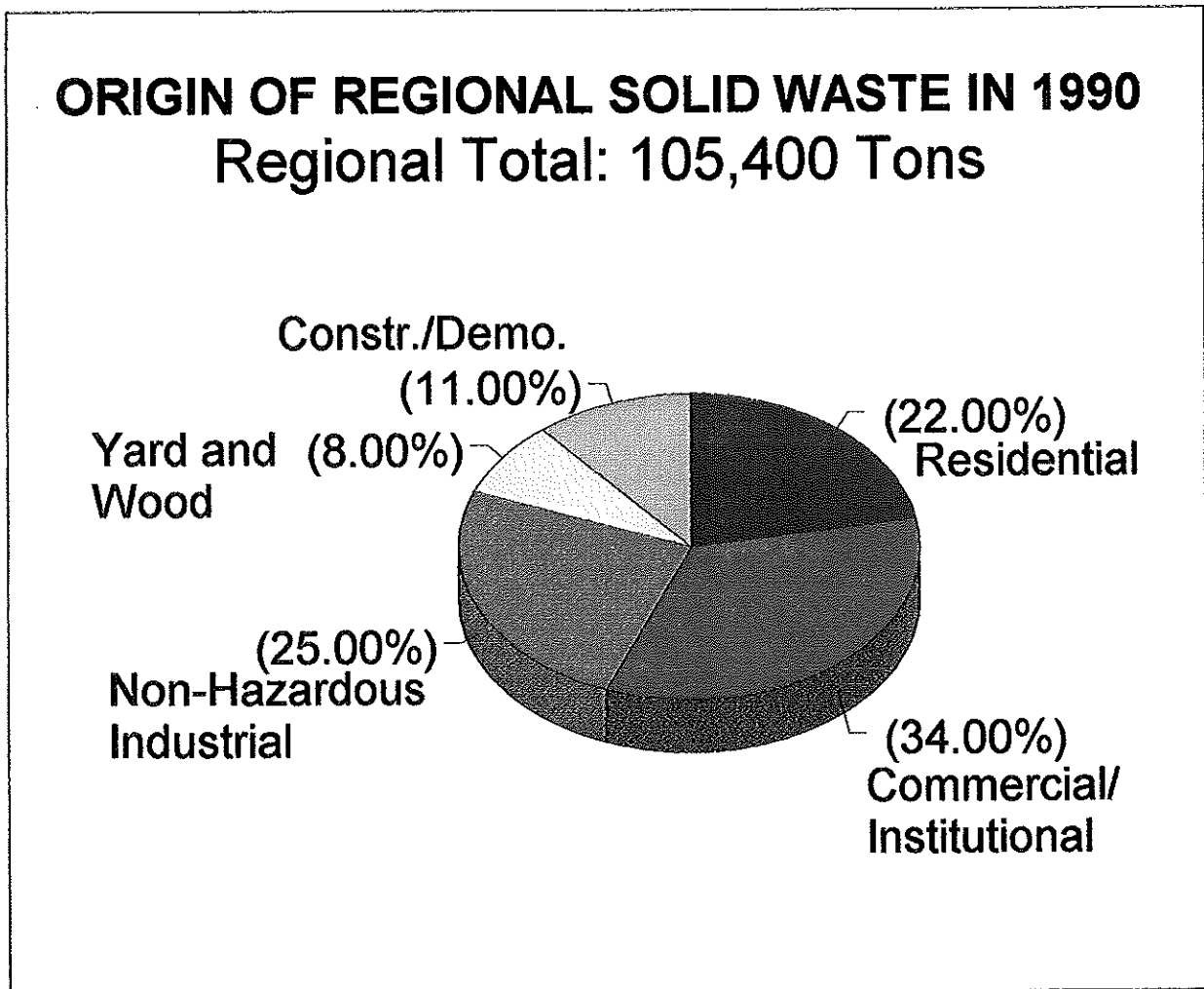


Table II-2c Origin of Regional Solid Waste In 1991		
Source	Quantity (tons)	% of Total
Residential	36036	40.00
Commercial/Institutional	27027	30.00
Non-Hazardous Industrial	18018	20.00
Special	100	0.11
Other (Constr./Demo. debris)	8909	9.89
Regional Total	90090	100.00

From Table III-1 Southwest Tennessee Development District Solid Waste Needs Assessment for Madison County, September 30, 1992

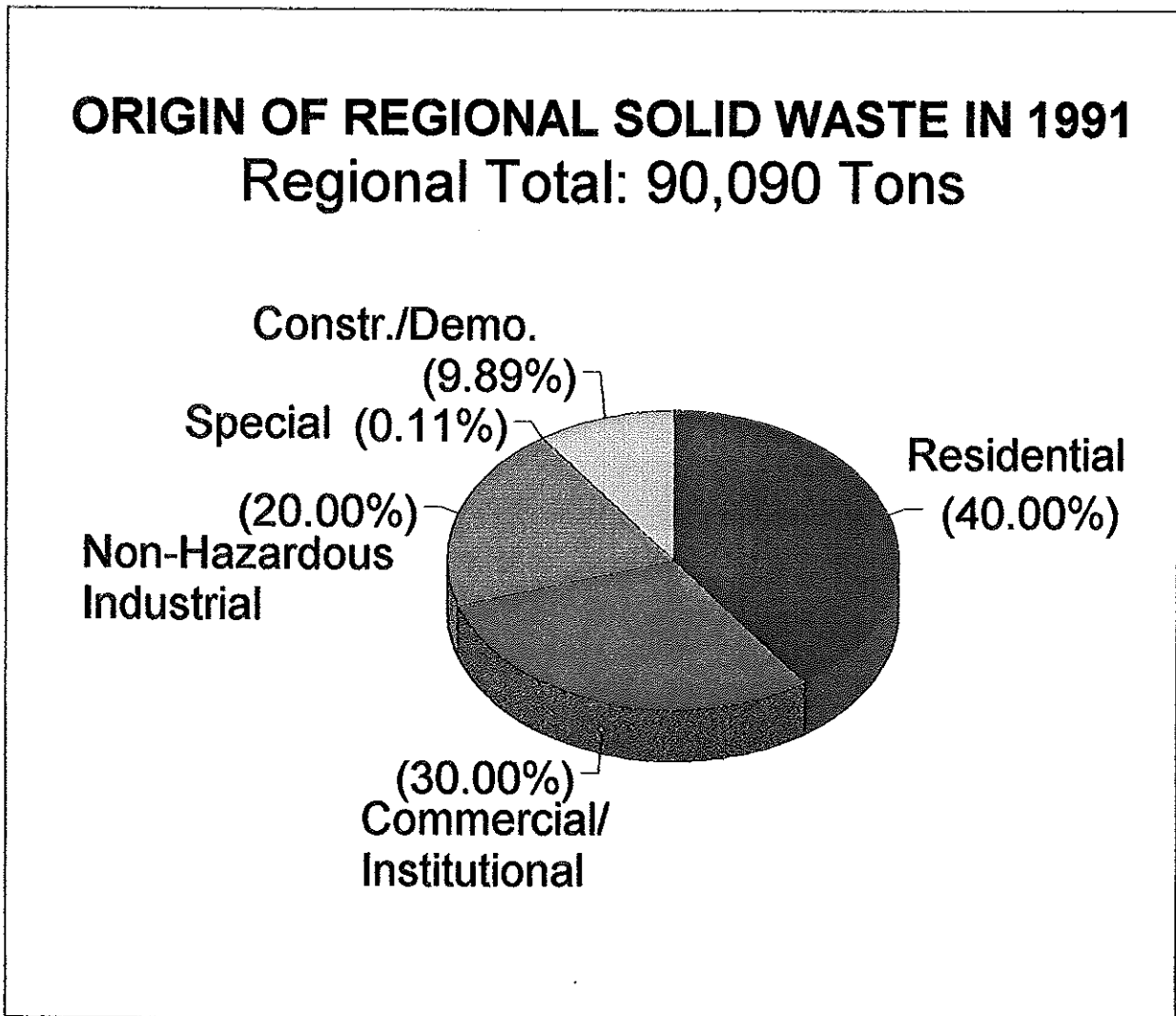
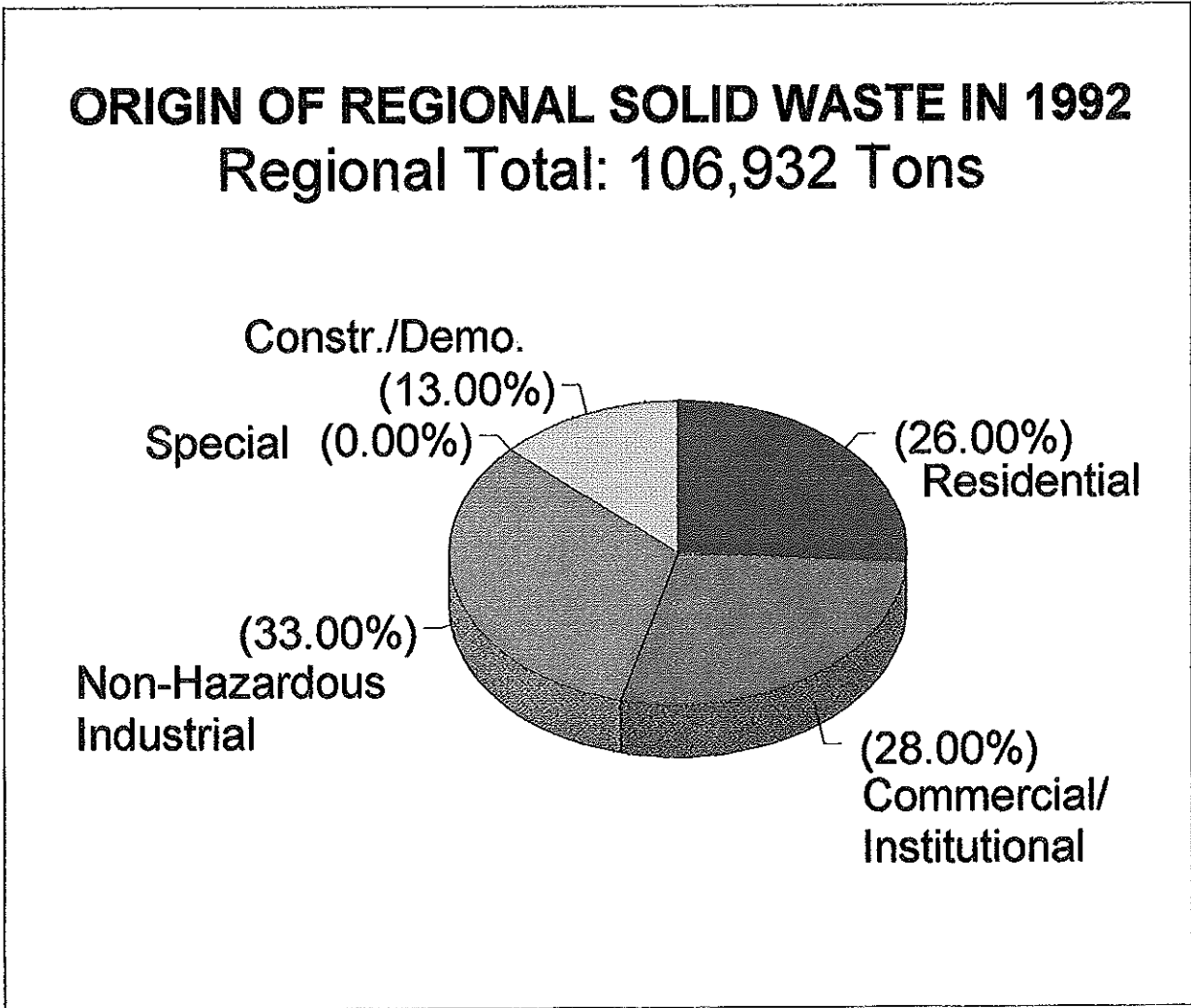


Table II-2d *Origin of Regional Solid Waste in 1992		
Source	Quantity (tons)	% of Total
Residential	27802	26.00%
Commercial/Institutional	29941	28.00%
Non-Hazardous Industrial	35288	33.00%
Special	0	0.00%
Other (Constr./Demo. debris)	13901	13.00%
Regional Total	106932	100.00%

* Based on Health Dept. data for a representative period of 2 to 4 weeks. Use this data as a general indicator only.



Category	Accepted (Y/N)	Quantity (tons)
Yard Waste (Clippings-Leaves-Grass)	Yes	7210.00
Sewage Sludge	No	
Construction Demolition	Yes	8909.00
Tires	Yes	
White Goods	No	
Regional Total		16119.00

From Table III-2 Southwest Tennessee Development District Solid Waste Needs Assessment for Madison Cou Dated, September 30, 1992.

Waste Category	National %	Calculated Regional (tons)
Paper & paperboard	40.04%	43417
Glass	7.01%	7598
Ferrous Metals	6.51%	7055
Aluminum	1.40%	1520
Other Non-Ferrous Metals	0.60%	651
Plastics	8.01%	8683
Rubber & leather	2.50%	2714
Textiles	2.10%	2279
Wood	3.60%	3908
Food Waste	7.41%	8032
Yard Waste	17.62%	19103
Misc. Inorganic Waste	1.50%	1628
Other	1.70%	1845
TOTAL MUNICIPAL SOLID WASTE	100.00%	108434

Potential Waste Generation 1991 (tons/year)	85764.00
Actual Waste Disposed 1991 (tons/year)	90090.00
Unmanaged Waste 1991 (potential/actual) (tons/year)	-4326.00
Percent of Total Potential	-5.04

From Table III-5 Southwest Tennessee Development District Solid Waste Needs Assessment for Madison County, September 30, 1992.

	Facility Location	Waste Processed Per Year (tons)	Composted Materials		
			Yard	Sewage	Solid
			Waste	Sludge	Waste
Existing	NONE	NONE	NONE	NONE	NONE
Planned	NONE	NONE	NONE	NONE	NONE
Total	NONE	NONE	NONE	NONE	NONE

	Facility Location	Design Capacity (tons/year)	Current Use (tons/year)	Anticipated Operating Life of Facility (yrs.)
Operating Facilities	N/A	None	None	None
Planned Facilities	N/A	None	None	None
Total	N/A	None	None	None

Name of Landfill	Location	Permitted Capacity (Acres)	Current Rate of Waste Accepted (tons/day)	Remaining Capacity (tons)
Jackson/Madison County	Aaron Long Road	125	379.14	3,549,633

	Location	Current Use (Tons/Day)	Current Annual Use (Tons/Year)	Anticipated Date of Closure
Regional	N/A	N/A	N/A	N/A
Total	N/A	N/A	N/A	N/A

County	Proposed Facility			When Will Capacity be Available	Permitted Capacity Sought (acres)	Design Rate of Waste Disposed (tons/day)	Potential Expansion (Yes/No)
	Expan.	New	Location				
Madison	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table II-11
Total Existing and Planned Capacity in the Region at the Close of the Next Ten Years

Year	Estimated Quantity Requiring Disposal (Tons)	Existing (Tons)	Planned (Tons)	Total (Tons)
1993	82514	3,549,633	N/A	3,549,633
1994	90017	3,459,616	N/A	3,459,616
1995	87561	3,372,055	N/A	3,372,055
1996	87157	3,284,898	N/A	3,284,898
1997	86596	3,198,303	N/A	3,198,303
1998	85847	3,112,455	N/A	3,112,455
1999	84911	3,027,545	N/A	3,027,545
2000	83765	2,943,780	N/A	2,943,780
2001	86648	2,857,132	N/A	2,857,132
2002	89615	2,767,517	N/A	2,767,517
2003	92675	2,674,842	N/A	2,674,842

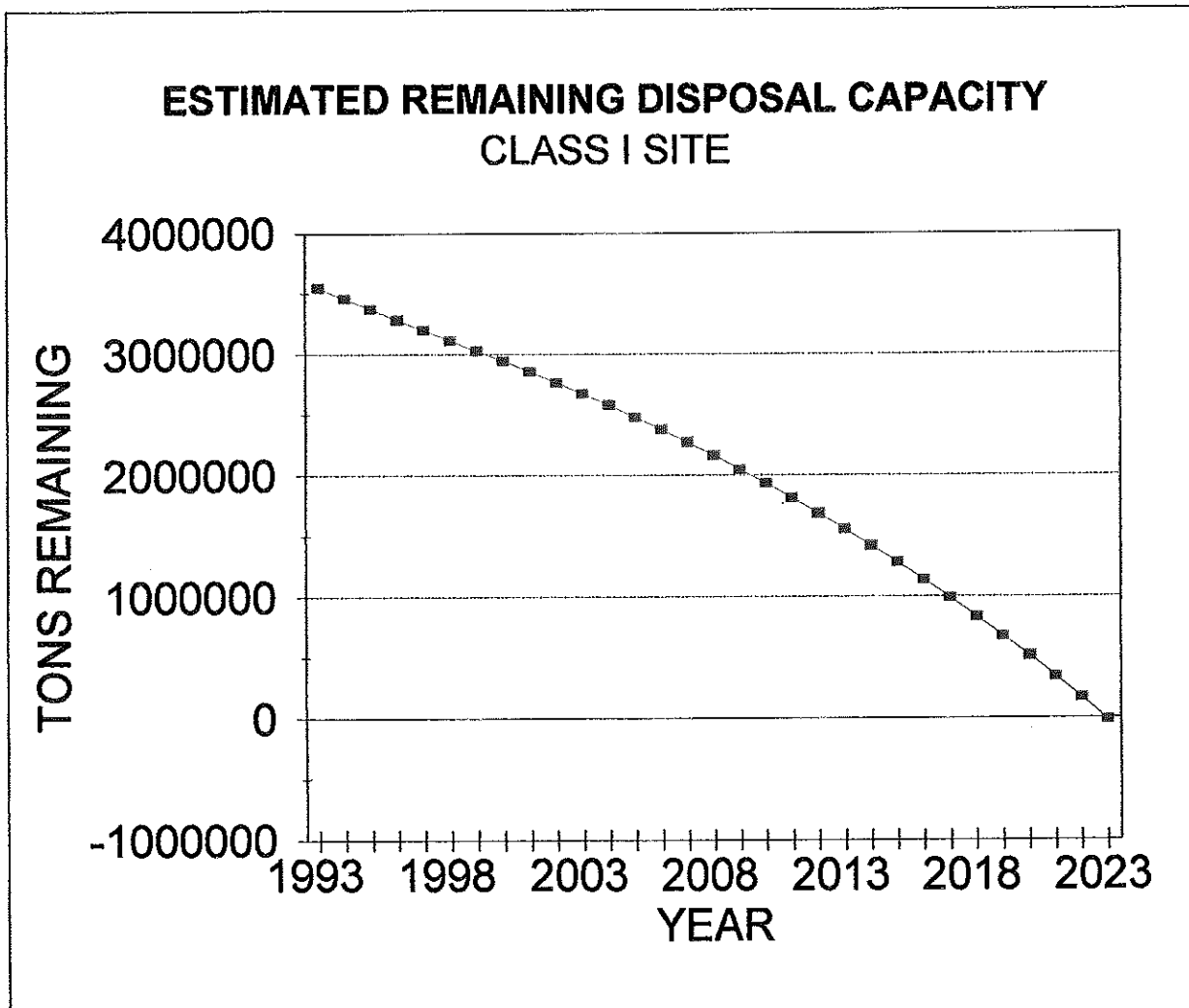


Figure II-1
Madison County Finance
Statement of Expenditures and Encumbrances
June 30, 1993

Run Date: 6/30/93
101 General

Acct. OBJ	Account Title Object Code Title	ORIO-Appro Amendments	Total Appropriation	YTD-Expend. YTD-Encumb.	Unencumb. Bal. Percent-Used	CUR-Expend. CUR-Encumb.
55710	Sanitation and Waste Removal					
189	Other Salaries & Wages	\$161,000.00	\$161,000.00	\$152,283.85	\$8,716.15	\$12,833.46
		\$0.00		\$0.00	94.59%	\$0.00
389	Contracts with Government Agencies	\$985,225.00	\$985,225.00	\$867,728.27	\$117,496.73	\$175,000.00
		\$0.00		\$0.00	88.07%	\$0.00
599	Other Charges	\$55,500.00	\$55,500.00	\$50,911.20	\$4,588.80	\$16,680.35
		\$0.00		\$0.00	91.73%	\$0.00
799	Other Capital Outlay (Old Landfill Closure)	\$273,600.00	\$273,600.00	\$55,364.36	\$218,235.64	\$0.00
		\$0.00		\$0.00	20.24%	\$0.00
	Total Sanitation and Waste Removal	\$1,475,325.00	\$1,475,325.00	\$1,126,287.68	\$349,037.32	\$204,513.81
		\$0.00		\$0.00	76.34%	\$0.00

Figure B-2
City of Jackson
Statement of Revenues, Expenditures and Transfers
For Period 7/1/92 through 6/30/93

Run Date: 7/17/93

Account Number	Description	Actual Current	Actual Y-T-D	Budget	% Y-T-D	Prior Y-T-D	% Prior
SOLID WASTE FUND							
Revenue							
440 33400	State of TN Grant	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	State Grants	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 37711	Garbage Revenue	(\$358,481.94)	(\$4,226,074.55)	(\$4,050,000.00)	104.35%	\$0.00	0.00%
440 37721	Landfill Coupons/fees	(\$3,338.47)	(\$50,004.82)	(\$30,000.00)	168.68%	\$0.00	0.00%
440 37723	Landfill Fees-Industry	(\$2,263.50)	(\$14,978.36)	\$0.00	0.00%	\$0.00	0.00%
	Operating Revenue	(\$364,073.91)	(\$4,291,055.73)	(\$4,080,000.00)	105.17%	\$0.00	0.00%
440 37850	Reimb. From Madison County	\$0.00	(\$921,755.34)	(\$973,920.00)	94.64%	\$0.00	0.00%
440 37851	Madison Co: ST Recycling Rebate	\$0.00	(\$9,224.00)	\$0.00	0.00%	\$0.00	0.00%
440 37852	Madison Co: Misc. State Grants	\$0.00	(\$19,500.00)	\$0.00	0.00%	\$0.00	0.00%
	Reimbursements	\$0.00	(\$950,479.34)	(\$973,920.00)	97.59%	\$0.00	0.00%
440 37810	Operating Trans. From Gen. Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	Inter-Fund Transfers In	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 37900	From Retained Earnings	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 37910	Interest Earnings	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	Miscellaneous Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	Total Revenue	(\$364,073.91)	(\$5,241,535.07)	(\$5,053,920.00)	103.71%	\$0.00	0.00%
Solid Waste Expenses							
Garbage Collection							
440 43260 111	Regular Salaries	\$14,002.98	\$190,948.25	\$210,714.00	90.62%	\$0.00	0.00%
440 43260 112	Overtime Salaries	\$212.72	\$263.10	\$870.00	30.24%	\$0.00	0.00%
440 43260 119	Other Salaries	\$350.00	\$4,200.00	\$4,200.00	100.00%	\$0.00	0.00%
440 43260 130	Employee Benefits	\$3,569.30	\$48,213.60	\$45,100.00	106.80%	\$0.00	0.00%
440 43260 190	Employee Raises	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 210	Communication & Transportation	\$89.00	\$1,536.88	\$3,000.00	51.23%	\$0.00	0.00%
440 43260 211	Postage	\$87.00	\$698.44	\$400.00	174.61%	\$0.00	0.00%
440 43260 245	Telephone & Telegraph	\$308.46	\$3,476.50	\$3,500.00	99.33%	\$0.00	0.00%
440 43260 250	Professional Services	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 251	Medical Expense	\$0.00	\$734.80	\$200.00	367.40%	\$0.00	0.00%
440 43260 260	Repair & Maintenance Services	\$14.40	\$1,319.77	\$1,500.00	87.98%	\$0.00	0.00%
440 43260 280	Travel	\$0.00	\$50.00	\$50.00	10.00%	\$0.00	0.00%
440 43260 282	Employee Automobile Allowance	\$250.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	0.00%
440 43260 297	Residential Garbage	\$141,613.70	\$1,678,938.82	\$1,672,000.00	100.42%	\$0.00	0.00%
440 43260 298	Commercial Garbage	\$115,607.80	\$1,339,961.15	\$1,399,560.00	95.74%	\$0.00	0.00%
440 43260 310	Office Supplies	\$103.73	\$1,512.15	\$2,000.00	75.61%	\$0.00	0.00%
440 43260 320	Operating Supplies	\$300.09	\$1,514.76	\$3,500.00	43.28%	\$0.00	0.00%
440 43260 324	Janitorial Supplies	\$0.00	\$2,638.00	\$2,500.00	105.52%	\$0.00	0.00%
440 43260 326	Uniforms	\$0.00	\$2,048.15	\$1,700.00	120.36%	\$0.00	0.00%
440 43260 330	Repair & Maintenance Supplies	\$0.00	\$487.09	\$1,000.00	48.71%	\$0.00	0.00%
440 43260 331	Gas & Oil	\$312.20	\$4,381.54	\$5,000.00	87.63%	\$0.00	0.00%
440 43260 339	Motor Vehicle Expense	\$991.57	\$11,888.27	\$6,500.00	182.90%	\$0.00	0.00%
440 43260 540	Depreciation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 799	Sundry	\$0.00	\$0.00	\$100.00	0.00%	\$0.00	0.00%
	Sanitation Expenses	\$277,822.95	\$3,287,829.27	\$3,366,844.00	97.95%	\$0.00	0.00%
Landfill Operation							
440 43270 111	Regular Salaries	\$11,274.47	\$150,200.19	\$175,343.00	85.66%	\$0.00	0.00%
440 43270 112	Overtime Salaries	\$402.80	\$10,828.70	\$5,606.00	193.16%	\$0.00	0.00%
440 43270 130	Employee Benefits	\$2,695.91	\$35,706.16	\$38,590.00	92.53%	\$0.00	0.00%
440 43270 190	Employee Raises	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43270 210	Communication & Transportation	\$8.50	\$102.00	\$500.00	20.40%	\$0.00	0.00%
440 43270 211	Postage	\$0.00	\$0.29	\$0.00	0.00%	\$0.00	0.00%
440 43270 240	Utility Services	\$198.18	\$2,764.26	\$2,500.00	110.57%	\$0.00	0.00%
440 43270 245	Telephone & Telegraph	\$35.31	\$499.83	\$750.00	61.32%	\$0.00	0.00%
440 43270 250	Professional Services	\$10,933.60	\$116,657.62	\$130,000.00	89.74%	\$0.00	0.00%
440 43270 251	Medical Expense	\$0.00	\$440.88	\$150.00	293.92%	\$0.00	0.00%
440 43270 260	Repair & Maintenance Services	\$480.20	\$309,685.42	\$448,200.00	69.10%	\$0.00	0.00%
440 43270 280	Travel	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00	0.00%
440 43270 285	Recycling/Being	\$90,024.18	\$1,100,400.59	\$985,000.00	111.72%	\$0.00	0.00%
440 43270 320	Operating Supplies	\$168.76	\$3,399.68	\$4,000.00	84.99%	\$0.00	0.00%
440 43270 326	Uniforms	\$0.00	\$1,674.20	\$1,500.00	111.61%	\$0.00	0.00%
440 43270 330	Repair & Maintenance Supplies	\$1,588.48	\$6,844.74	\$2,000.00	342.24%	\$0.00	0.00%
440 43270 331	Gas & Oil	\$2,686.59	\$21,503.75	\$47,700.00	45.08%	\$0.00	0.00%
440 43270 339	Motor Vehicle Expense	\$4,002.81	\$74,623.24	\$75,000.00	99.50%	\$0.00	0.00%
440 43270 510	Insurance	\$0.00	\$551.00	\$10,000.00	5.51%	\$0.00	0.00%
440 43270 530	Rent	\$0.00	\$7,668.00	\$20,000.00	38.34%	\$0.00	0.00%
440 43270 540	Depreciation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	Landfill Expenses	\$124,499.49	\$1,843,516.67	\$1,947,839.00	94.64%	\$0.00	0.00%
	Total Expenses	\$402,322.44	\$5,141,339.94	\$5,314,683.00	96.74%	\$0.00	0.00%

Figure II-3
Jackson/Madison County Solid Waste Expenditures
92-'93 Fiscal Year
For Period 7/1/92 through 6/30/93

Account Number	Description	Actual Current	Actual Y-T-D	Budget	% Y-T-D	Prior Y-T-D	% Prior
	Solid Waste Expenses						
	<i>Garbage Collection</i>						
440 43260 111	Regular Salaries	\$14,002.98	\$190,948.25	\$210,714.00	90.62%	\$0.00	0.00%
440 43260 112	Overtime Salaries	\$212.72	\$263.10	\$870.00	30.24%	\$0.00	0.00%
440 43260 119	Other Salaries	\$350.00	\$4,200.00	\$4,200.00	100.00%	\$0.00	0.00%
440 43260 130	Employee Benefits	\$3,569.30	\$48,213.60	\$45,100.00	106.90%	\$0.00	0.00%
440 43260 190	Employee Raises	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 210	Communication & Transportation	\$99.00	\$1,536.88	\$3,000.00	51.23%	\$0.00	0.00%
440 43260 211	Postage	\$87.00	\$698.44	\$400.00	174.61%	\$0.00	0.00%
440 43260 245	Telephone & Telegraph	\$308.46	\$3,476.50	\$3,500.00	99.33%	\$0.00	0.00%
440 43260 250	Professional Services	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 251	Medical Expense	\$0.00	\$734.80	\$200.00	367.40%	\$0.00	0.00%
440 43260 260	Repair & Maintenance Services	\$14.40	\$1,319.77	\$1,500.00	87.98%	\$0.00	0.00%
440 43260 280	Travel	\$0.00	\$50.00	\$500.00	10.00%	\$0.00	0.00%
440 43260 282	Employee Automobile Allowance	\$250.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	0.00%
440 43260 297	Residential Garage	\$141,613.70	\$1,678,938.82	\$1,672,000.00	100.42%	\$0.00	0.00%
440 43260 298	Commercial Garbage	\$115,607.80	\$1,339,981.15	\$1,399,560.00	95.74%	\$0.00	0.00%
440 43260 310	Office Supplies	\$103.73	\$1,512.15	\$2,000.00	75.61%	\$0.00	0.00%
440 43260 320	Operating Supplies	\$300.09	\$1,514.76	\$3,500.00	43.28%	\$0.00	0.00%
440 43260 324	Janitorial Supplies	\$0.00	\$2,638.00	\$2,500.00	105.52%	\$0.00	0.00%
440 43260 326	Uniforms	\$0.00	\$2,046.15	\$1,700.00	120.36%	\$0.00	0.00%
440 43260 330	Repair & Maintenance Supplies	\$0.00	\$487.09	\$1,000.00	48.71%	\$0.00	0.00%
440 43260 331	Gas & Oil	\$312.20	\$4,381.54	\$5,000.00	87.63%	\$0.00	0.00%
440 43260 339	Motor Vehicle Expense	\$991.57	\$11,888.27	\$6,500.00	182.90%	\$0.00	0.00%
440 43260 540	Depreciation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43260 799	Sundry	\$0.00	\$0.00	\$100.00	0.00%	\$0.00	0.00%
	Sanitation Expenses	\$277,822.95	\$3,297,829.27	\$3,366,844.00	97.95%	\$0.00	0.00%
	<i>Landfill Operation</i>						
440 43270 111	Regular Salaries	\$11,274.47	\$150,200.19	\$175,343.00	85.66%	\$0.00	0.00%
440 43270 112	Overtime Salaries	\$402.80	\$10,828.70	\$5,606.00	193.16%	\$0.00	0.00%
440 43270 130	Employee Benefits	\$2,695.91	\$35,706.16	\$38,590.00	92.53%	\$0.00	0.00%
440 43270 190	Employee Raises	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
440 43270 210	Communication & Transportation	\$8.50	\$102.00	\$500.00	20.40%	\$0.00	0.00%
440 43270 211	Postage	\$0.00	\$0.29	\$0.00	0.00%	\$0.00	0.00%
440 43270 240	Utility Services	\$198.18	\$2,764.28	\$2,500.00	110.57%	\$0.00	0.00%
440 43270 245	Telephone & Telegraph	\$35.31	\$459.93	\$750.00	61.32%	\$0.00	0.00%
440 43270 250	Professional Services	\$10,933.50	\$116,657.62	\$130,000.00	89.74%	\$0.00	0.00%
440 43270 251	Medical Expense	\$0.00	\$440.88	\$150.00	293.92%	\$0.00	0.00%
440 43270 260	Repair & Maintenance Services	\$480.20	\$309,685.42	\$448,200.00	69.10%	\$0.00	0.00%
440 43270 280	Travel	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00	0.00%
440 43270 295	Recycling/Baling	\$90,024.18	\$1,100,400.59	\$985,000.00	111.72%	\$0.00	0.00%
440 43270 320	Operating Supplies	\$168.76	\$3,399.68	\$4,000.00	84.99%	\$0.00	0.00%
440 43270 326	Uniforms	\$0.00	\$1,674.20	\$1,500.00	111.61%	\$0.00	0.00%
440 43270 330	Repair & Maintenance Supplies	\$1,588.48	\$6,844.74	\$2,000.00	342.24%	\$0.00	0.00%
440 43270 331	Gas & Oil	\$2,686.59	\$21,503.75	\$47,700.00	45.08%	\$0.00	0.00%
440 43270 339	Motor Vehicle Expense	\$4,002.61	\$74,623.24	\$75,000.00	99.50%	\$0.00	0.00%
440 43270 510	Insurance	\$0.00	\$551.00	\$10,000.00	5.51%	\$0.00	0.00%
440 43270 530	Rent	\$0.00	\$7,668.00	\$20,000.00	38.34%	\$0.00	0.00%
440 43270 540	Depreciation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
	Landfill Expenses	\$124,499.49	\$1,843,510.67	\$1,947,839.00	94.64%	\$0.00	0.00%
	<i>Convenience Center Operation</i>						
	Salaries & Wages	\$12,833.46	\$152,283.85	\$161,000.00	94.59%		
	Repair and Operation and Contracts	\$16,680.35	\$50,911.20	\$55,500.00	91.73%		
	Convenience Center Expenses	\$29,513.81	\$203,195.05	\$216,500.00	93.85%		
	Total Expenses	\$431,836.25	\$5,344,534.99	\$5,531,183.00	96.63%	\$0.00	0.00%

Figure II-4 Fiscal '92-'93 Solid Waste Expenses

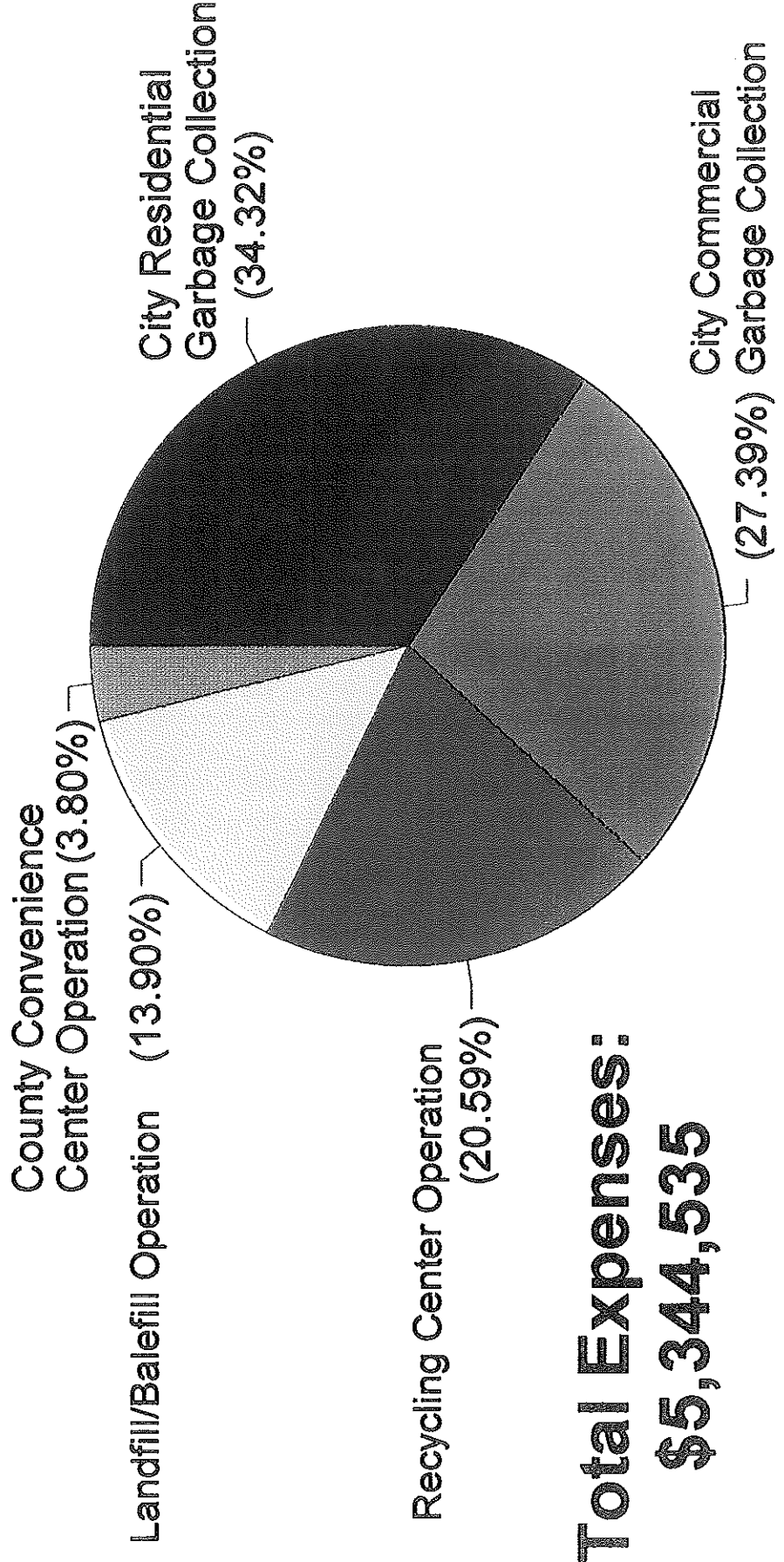
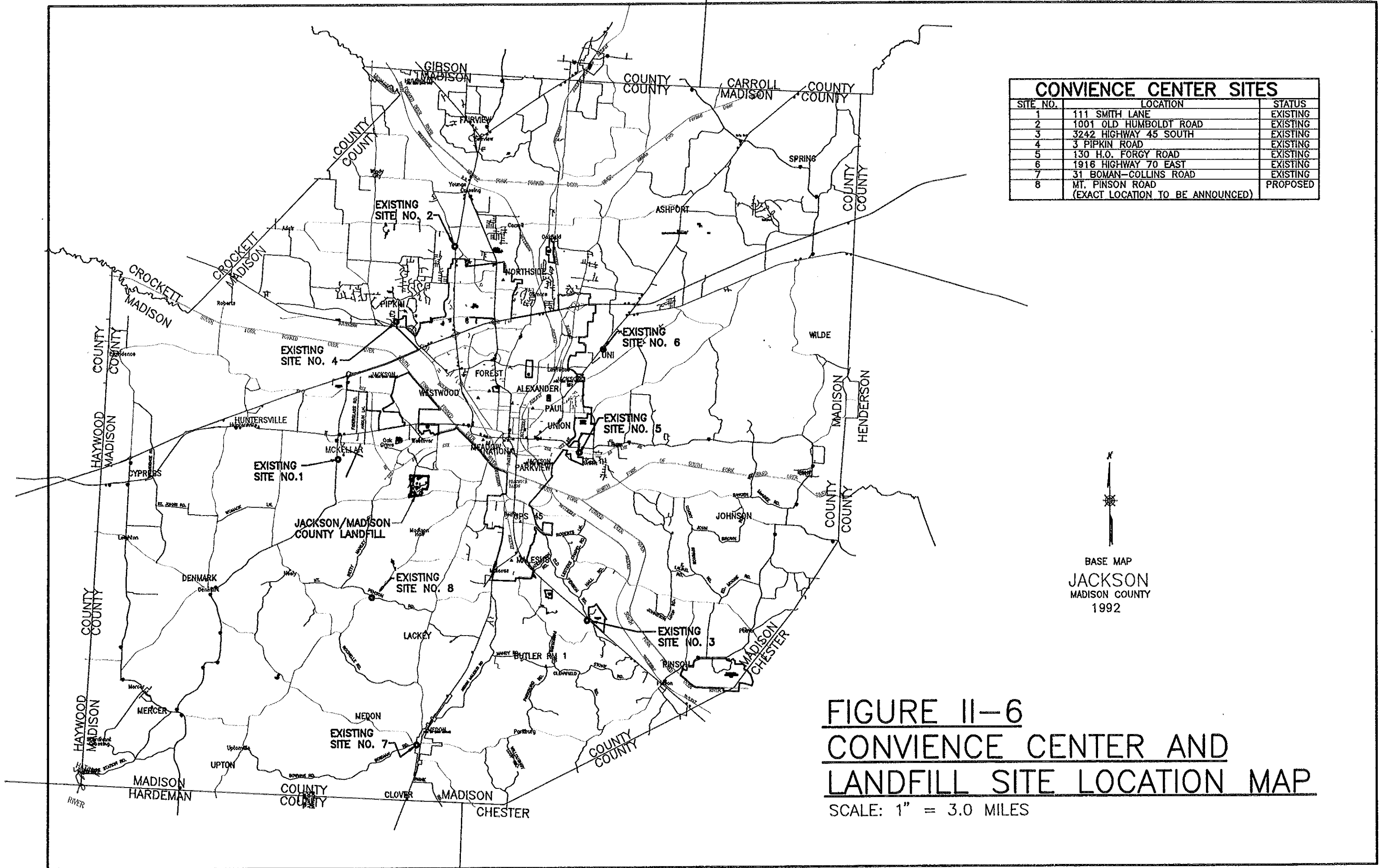
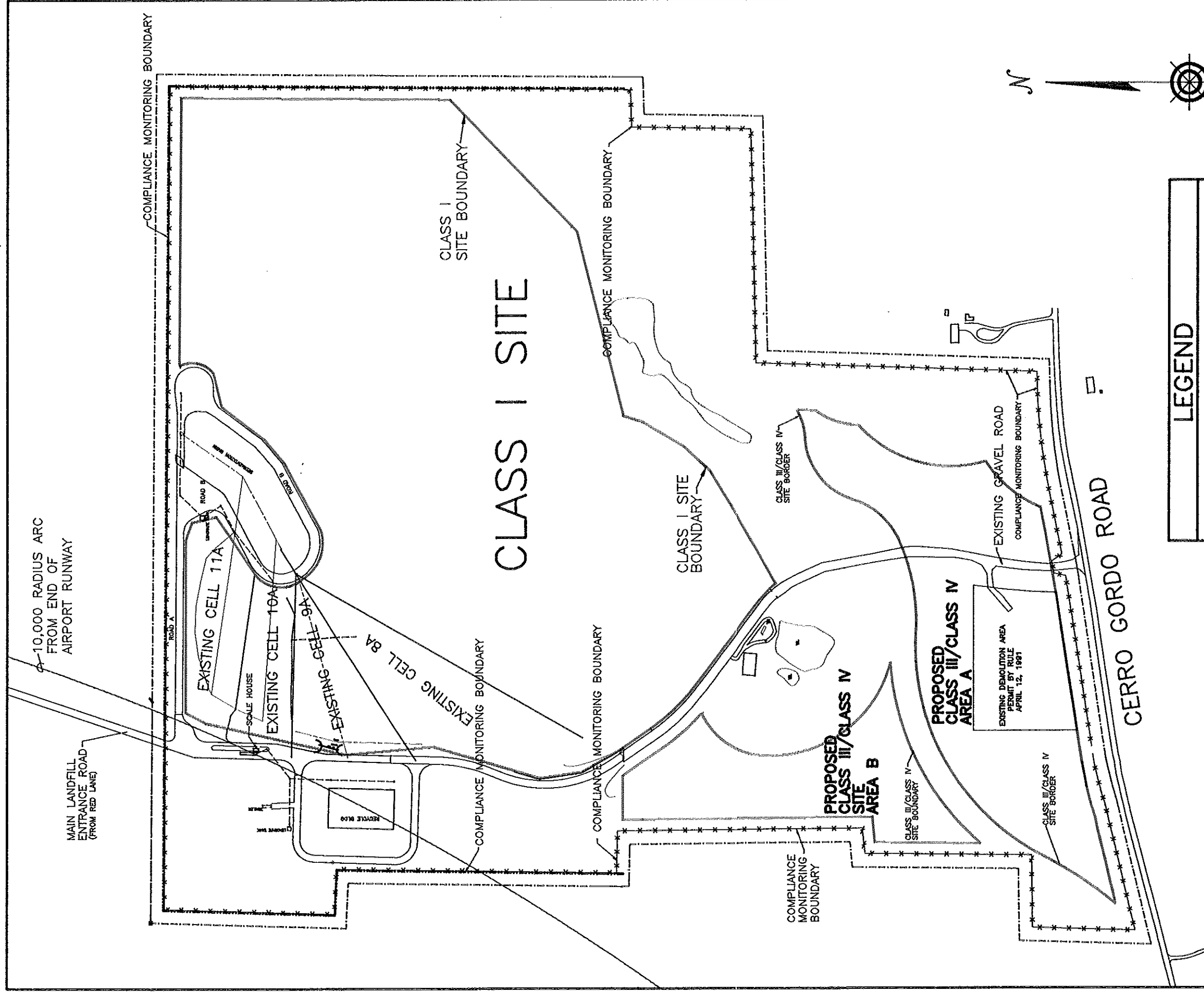


Figure II-5 Jackson/Madison County Solid Waste Revenue '92-'93 Fiscal Year For Prior 7/1/92 through 6/30/93			
Description	Actual Y-T-D	Budget	% Y-T-D
SOLID WASTE FUND			
Revenue			
<i>State of TN Grants and Programs</i>			
Recycling Rebate	(\$18,448.00)	\$0.00	0.00%
Waste Tire Storage Site	(\$5,000.00)	\$0.00	0.00%
Scale Installation	(\$34,000.00)	\$0.00	0.00%
State Grants	(\$57,448.00)	\$0.00	0.00%
City Garbage Revenue	(\$4,226,074.55)	(\$4,050,000.00)	104.35%
Landfill Coupons/fees	(\$50,004.82)	(\$30,000.00)	166.68%
Landfill Fees-Industry	(\$14,976.36)	\$0.00	0.00%
Operating Revenue	(\$4,291,055.73)	(\$4,080,000.00)	105.17%
County Trans. from Gen. Fund	(\$867,728.27)	(\$985,225.00)	88.07%
City Trans. From Gen. Fund	\$0.00	\$0.00	0.00%
Inter-Fund Transfers In	(\$867,728.27)	(\$985,225.00)	88.07%
From Retained Earnings	\$0.00	\$0.00	0.00%
Interest Earnings	\$0.00	\$0.00	0.00%
Miscellaneous Revenue	\$0.00	\$0.00	0.00%
Total Revenue	(\$5,158,784.00)	(\$5,065,225.00)	101.85%





LEGEND

—x—x—x—	FENCE
---	PROPERTY LINE
- - - - -	LAYOUT CENTERLINES
----	CLASS I SITE BORDER
----	CLASS III/IV SITE A BORDER
----	CLASS III/IV SITE B BORDER

JACKSON/MADISON COUNTY LANDFILL

SCALE: 1=400

CHAPTER III

Growth Trends, Waste Projections and Preliminary System Structure

CHAPTER III

GROWTH TRENDS, WASTE PROJECTIONS AND PRELIMINARY SYSTEM STRUCTURE

A. See Tables III-1 through III-8 for projections of expected solid waste loadings over the next ten years.

B. **CALCULATION OF A TARGET 1995 WASTE REDUCTION PER CAPITA DISPOSAL ROLE**

Average 1989 per capita rate x 0.25 = Target 1995 per capita reduction
(tons/person/year)

$$1.33 \times 0.25 = 0.33 \text{ (tons/person/year)}$$

1995 target per capita reduction (tons/person/year) x 1995 population (persons) = 1995 target reduction (tons/year)

$$0.33 \times 79859 = 26,553 \text{ (tons reduction in 1995)}$$

C. **PRELIMINARY SYSTEM DESIGN**

A number of waste management alternatives are being considered by the County for use during the next ten years. Primary consideration is being given to ways to reduce the waste stream as a whole. Recycling programs which process the whole waste stream are considered to be preferable to those which only address small portions. Alternative waste-to-energy programs will also be investigated for future use.

All alternatives will incorporate the new Jackson/Madison County Landfill/Balefill facility. The emphasis on source reduction is planned to concentrate on commerce and industry. Household programs for the separation of recyclables are already being tested, and more ambitious programs are planned for the future. The proposed solid waste reduction coordinator will help to identify markets, industrial/commercial reduction and recycling plans, and public involvement. This should provide a much more integrated approach to total waste management in this region than was heretofore possible.

D. **EVALUATION CRITERIA FOR THE REGION**

The Municipal Solid Waste Planning Region Board carefully evaluates possible waste system recycling and disposal processes and facilities before recommendations are made to the County Commission for action. The evaluation process includes investigation of the impact of possible plans on business, industry, government, and the general public. Public acceptance and sentiment is seriously considered through representation of Board members and open meetings of the County Commission. The availability of markets for recycled or recovered materials is a major factor in determining the cost effectiveness for any proposed plans. Federal, State, and Local legislation and/or requirements are studied extensively before any plan is adopted. Costs which may be incurred by involved parties are weighed against possible revenues or public benefits to ensure that funding sources are available and the plan will not become a burden to taxpayers or other participants. For this reason, private industry is encouraged to provide as many services as possible without the intervention or funding from government.

Year	Total Waste Deposited in Class I Site (Tons)	Projected Population (Persons)	Annual Per Capita Generation (Tons/Person/Year)
1989	104,796	78,500	1.33
1991	90,090	78,355	1.15
1992	106,932	78,725	1.36
1993	108,434	79,102	1.37

1989 Weight is from the 1991 University of Tennessee Solid Waste Study containing the 1989 Base Year Data.

1991 Weight is from two-week long random weigh-in studies conducted by the Jackson Health & Sanitation Department.

1992 Weight has been projected from six months of actual tonnage records provide by the Jackson Health & Sanitation Department.

1993 Weight is the actual tonnage collected for disposal and recycling as recorded by the Jackson Health & Sanitation Department.

Population is from Population Projection prepared by the University of Tennessee, revised on November 17, 1992.

Year	Projected Population	Annual per Capita Waste Generation (tons/person/year)	Quantity (tons)	Annual Increment due to Economic Growth (tons)
1990	77982	1.37	106899	
1991	78355	1.37	107410	511
1992	78725	1.37	107917	507
1993	79102	1.37	108434	517
1994	79471	1.37	108940	506
1995	79859	1.37	109472	532
1996	80216	1.37	109961	489
1997	80591	1.37	110475	514
1998	80962	1.37	110984	509
1999	81338	1.37	111499	515
2000	81705	1.37	112002	503
2001	81954	1.37	112344	341
2002	82201	1.37	112682	339

Year	Base (tons)	Annual Increment due to Economic Growth (tons)	Annual Increment due to Population Growth (tons)	Quantity of Solid Waste Requiring Disposal Adjusted for Population and Economic Growth (tons)
1991	96808	3258	511	100578
1992	100578	3362	507	104447
1993	104447	3470	517	108434
1994	108434	3581	506	112521
1995	112521	3696	532	116748
1996	116748	3814	489	121051
1997	121051	3936	514	125501
1998	125501	4062	509	130071
1999	130071	4192	515	134779
2000	134779	4326	503	139608
2001	139608	4464	341	144413
2002	144413	4607	339	149359
2003	149359	4755	345	154459

Year	Quantity of Solid Waste Requiring Disposal Adjusted for Population and Economic Growth (Tons)	Reduction Through Recycling & Diversion* (%)	Reduction Through Recycling & Diversion (Tons)	Quantity of Solid Waste Requiring Disposal Adjusted for Population and Economic Growth and Reduction Efforts (Tons)
1991	100578			
1992	104447	10.00%	10445	94003
1993	108434	23.90%	25920	82514
1994	112521	20.00%	22504	90017
1995	116748	25.00%	29187	87561
1996	121051	28.00%	33894	87157
1997	125501	31.00%	38905	86596
1998	130071	34.00%	44224	85847
1999	134779	37.00%	49868	84911
2000	139608	40.00%	55843	83765
2001	144413	40.00%	57765	86648
2002	149359	40.00%	59744	89615
2003	154459	40.00%	61784	92675

* The percentage of reduction goals shown are those established in the 1992 Solid Waste Needs Assessment, except for the 1993 goal. The 1993 percentage of reduction shown is the actual percentage achieved. The projected goal for 1993 in the 1992 Solid Waste Needs Assessment was 15%. Because the demand for some recycled goods has dropped during recent months the anticipated percentage of reduction was not raised for 1994 even though the percentage of reduction in 1993 greatly exceed initial estimates.

Year	Quantity of Solid Waste Requiring Disposal Adjusted for Population and Economic Growth and Reduction Efforts (Tons)
1992	94003
1993	82514
1994	90017
1995	87561
1996	87157
1997	86596
1998	85847
1999	84911
2000	83765
2001	86648
2002	89615
2003	92675

CHAPTER IV
Waste Reduction

CHAPTER IV

Waste Reduction

A. ESTABLISHMENT OF A BASE YEAR QUANTITY

$$104,796 \text{ (tons)} / 78,500 \text{ (people)} = 1.33 \text{ (tons/person/year)}$$

Also, see Table IV-1 at the end of this chapter.

B. CALCULATION OF A TARGET 1995 WASTE REDUCTION PER CAPITA DISPOSAL ROLE

$$1.33 \times 0.25 = 0.33 \text{ (Target 1995 per capita reduction T/P/Y)}$$

$$0.33 \times 79859 = 26620 \text{ (Target 1995 reduction T/P/Y)}$$

C. DESCRIBE HOW THE REGION WILL MEET THE STATEWIDE WASTE REDUCTION GOAL

Estimated waste reductions have been calculate by year in Table IV - 2. This table also shows the expected percent of compliance with the 25% reduction goal. Madison County is expected to exceed the mandated 25% reduction goal in the year 1995 with no credit for previous waste reductions or adjustments to the base year quantities.

The estimated reduction through recycling of waste at the recycling center amounts to approximately 5% of the total waste received. This is consistent with reported reductions through curbside recycling efforts throughout the state. The remainder of the reduction required will come from diversion of appropriate materials to the new Class III/ Class IV site located adjacent to the Class I site. Any additional reductions due to industrial source reduction and recycling efforts will serve to help the Madison County Region further exceed the State's mandated goals.

Madison County is continuing to seek new ways to reduce the amount of waste deposited in landfills. Through the efforts of it's proposed Solid Waste Reduction Coordinator, the County hopes to effectively reduce the amount of waste input into the waste stream from industrial/commercial producers by 10% per year for each of the next five (5) years.

Fees for the collection of commercial waste is already based on the number of trips made to each waste bin and its size, effectively charging for the volume of waste produced. Tipping fees for industrial producers of waste are based on the number of tons of waste crossing the scales at the landfill. The cost of collecting and depositing waste is considered by the Board to be a deterrent for producing waste. The Board hopes that commerce, industry, and the public will gain an increased awareness of the possible cost savings associated with recycling as the proposed Solid Waste Reduction Coordinator executes his duties.

D. TEN YEAR STAFFING REQUIREMENTS

The staffing requirements for the next ten years are estimated to remain relatively constant. The largest change to the current staffing will be the addition of the proposed Solid Waste Reduction Coordinator and Educator. The addition cost of his salary has been incorporated into the budgets included at the end of Chapter V as Figures V-1 through V-12.

Funding sources are planned to remain the same for the next ten years. However, additional sources of revenue may be added as new markets for recycled materials are found, and if composting, incineration, or other programs are instituted.

E. TEN YEAR IMPLEMENTATION SCHEDULE

A ten year implementation schedule is provided as Figure IV-12 at the end of this chapter.

F. IMPLEMENTATION RESPONSIBILITIES

The responsibilities for meeting the regional goals will remain the same as those discussed in Part C of Chapter I. The proposed Solid Waste Reduction Coordinator and Educator will be responsible for monitoring the progress of industry toward meeting their recycling goals. The County Health Department will maintain the primary responsibility for overseeing the implementation of collection and disposal goals.

G. DATA COLLECTION

The Solid Waste Act of 1991 mandates all recyclers to submit an annual report to the regional authority on the type and amount of recycled material processed during the year. The Madison County Health Department plans to write letters to all known recyclers in the county and to supply them with required state forms. Letters are scheduled to be mailed during the last part of January of each year. Recyclers will be asked to return

the completed forms for the previous year by the end of February, and the Madison County Health Department will send copies of all recycling information received to the State during March of each year.

Year	Class I Site (Tons)	Population (Persons)	Generation (Tons/Person/Year)
1989	104,796	78,500	1.33
1991	90,090	78,355	1.15
1992	88,882	78,725	1.13
1993	82,514	79,102	1.04

1989 Weight is from the 1991 University of Tennessee Solid Waste Study containing the 1989 Base Year Data.

1991 Weight is from two-week long random weigh-in studies conducted by the Jackson Health & Sanitation Department.

1992 Weight has been projected from six months of actual tonnage records provide by the Jackson Health & Sanitation Department.

1993 Weight is the actual tonnage entering the Class I Site recorded by the Jackson Health & Sanitation Department.

Population is from Population Projection prepared by the University of Tennessee, revised on November 17, 1992.

Year	Previous Reductions (Tons)	Recovered & Recycled (Tons)	Diverted to Alternative Disposal (Tons)	Economic Incentives (Tons)	Other (Tons)	* Total (Tons)	25% Reduction Goal (Tons)	Reduction Goal Ratio (T/C/D)
1985 to 1989		0	0			0		0.333745
1990		14000	0			14000		% OF GOAL REACHED
1991						0		
1992		5764	12285			18049	26274	68.70%
1993		3409	22511			25920	26400	98.18%
1994		5626	16878			22504	26523	84.85%
1995		5837	23350			29187	26653	109.51%
Subtotal		34637	75024			109661	105850	
1996		6053	27842			33894	26772	126.61%
1997		6275	32630			38905	26897	144.65%
1998		6504	37721			44224	27021	163.67%
1999		6739	43129			49868	27146	183.70%
2000		6980	48863			55843	27269	204.79%
2001		7221	50545			57765	27352	211.19%
2002		7468	52276			59744	27434	217.77%
2003		7723	54061			61784	27518	224.52%
Total		89599	422089			511688	323258	

* From Table III-4

**FIGURE IV-1
JACKSON/MADISON COUNTY SOLID WASTE PLAN**

Name	ID	Duration	1994				1995				1996				1997				1998				1999				2000				2001				2002				2003				2004			
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4								
SOURCE REDUCTION	1	2870d	[Shaded]																																											
Bus. Ind. Vol. Reduction	2	1043d	[Shaded]																																											
Hire Coordinator	3	260d	[Shaded]																																											
Voluntary 10% Reduction per Year	4	783d	[Shaded]																																											
Set New Goals	5	261d	[Shaded]																																											
Change Wax/Paper, Bottling, Etc.	6	260d	[Shaded]																																											
Develop Legislative Recommendation	7	260d	[Shaded]																																											
Public Education	8	2870d	[Shaded]																																											
4th or 5th Grade Present.	9	2870d	[Shaded]																																											
PSA'S by Coordin.	10	2870d	[Shaded]																																											
Household Hazard Waste System	11	2870d	[Shaded]																																											
Recycle Fair	12	2870d	[Shaded]																																											
Presentation by Coordin.	13	2870d	[Shaded]																																											
Telephone Book Recycling	14	2870d	[Shaded]																																											
Christmas Tree Rec.	15	2870d	[Shaded]																																											
Divert Tires	16	2870d	[Shaded]																																											
Collect	17	2870d	[Shaded]																																											
State Grinds	18	650d	[Shaded]																																											
Separate Tires & Tubes and Sell	19	2610d	[Shaded]																																											
Convert to Energy?	20	1305d	[Shaded]																																											
Household Hazardous Waste	21	2870d	[Shaded]																																											
Pickup By State	22	650d	[Shaded]																																											
Pickup By Private Contractor	23	2220d	[Shaded]																																											
Compost	24	2870d	[Shaded]																																											
Evaluate Market	25	260d	[Shaded]																																											
Review Examples	26	260d	[Shaded]																																											
Make Decision	27	262d	[Shaded]																																											
Install Capital Project?	28	261d	[Shaded]																																											
Start-Up?	29	261d	[Shaded]																																											
Continue Composting Operation?	30	1566d	[Shaded]																																											
Medical Waste	31	2870d	[Shaded]																																											
Continue to ship to Licensed Waste Handlers Out of County	32	2870d	[Shaded]																																											
Incineration	33	1825d	[Shaded]																																											
No Action	34	1565d	[Shaded]																																											
Restudy for New Technology	35	260d	[Shaded]																																											
Landfill Operations	36	2870d	[Shaded]																																											
Continue to Bale Waste	37	2870d	[Shaded]																																											
Dead Animals, Etc.	38	2870d	[Shaded]																																											
Continue to Bury in Class 1 Landfill Site	39	2870d	[Shaded]																																											

CHAPTER V

Waste Collection and Transportation

CHAPTER V

Waste Collection and Transportation

The existing waste collection system previously described in Chapter II meets the current minimum standards for service. The minimum number of service centers is as follows:

$557 \text{ sq. mi.} \div 180 \text{ centers/sq. mi.} = 3 \text{ service centers required}$

$25313 \text{ rural persons} \div 12,000 \text{ persons/center} = 2 \text{ service centers required}$

Madison County currently has seven (7) service centers strategically located to serve its rural customers, with an additional center planned to open in 1994. Household collection service is also available to most rural county residents through private collectors.

The Municipal Solid Waste Region Board continually reviews the collection needs of areas throughout the County. Plans for addition of new convenience centers and relocation of existing centers are made as waste volumes and demographics of individual areas of the County change.

Collection of pre-separated recyclable materials is scheduled to be tested at one of the convenience centers during 1994. County wide curbside pickup is slated to be reevaluated in 1995. Other proposed measures proposed for 1995 include: increased testing of blue bag, green bag, bagged biodegradables, and can separation systems.

Staffing needs over the next ten year period will remain virtually as they are today. The City of Jackson contracts all of its waste collection services with private industry. Therefore, staffing to meet the collection requirements for the city are the responsibility of the Contractor. Madison County's hauls containers from the convenience centers to the Jackson/Madison County Landfill. The staffing required to accomplish the county's hauling operations are not expected to increase in the near future.

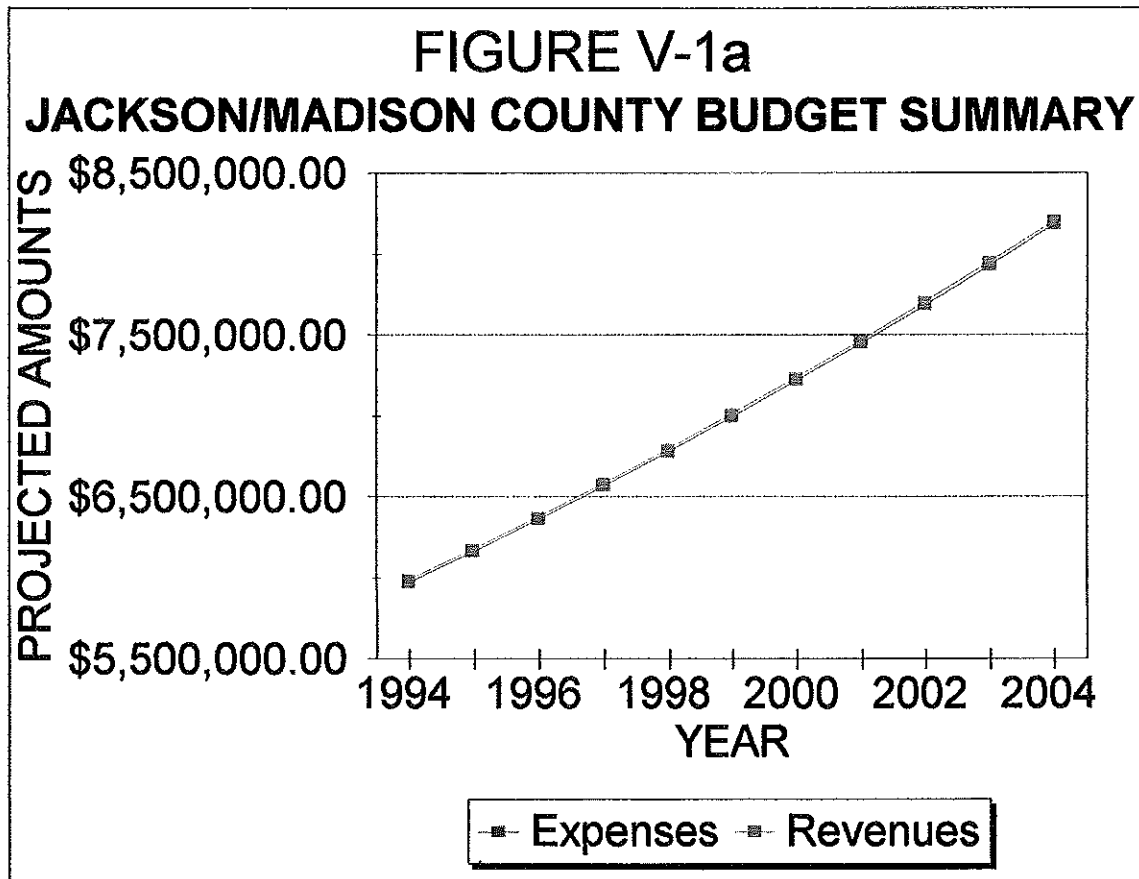
Training for the staff of the landfill and the convenience centers is a concern. Managers over both the collection and disposal areas of the region's solid waste system have expressed the desire to offer further training for employees. Currently the State of Tennessee does not have a central training facility for solid waste personnel. The region would like to see such a facility opened so that solid waste personnel can be offered the same training opportunities which their counterparts in water and wastewater treatment are afforded. At present, it is simply too expensive to send employees out of the state to training programs offered elsewhere.

Ten year budget information has been included at the end of this chapter as Figures V-1 through V-12.

*** Figure V-1
Jackson/Madison County Solid Waste
Budget Summary**

Fiscal Year	Total Projected Expenses	Total Projected Revenues	Total Projected Surplus
1994	\$5,972,573.00	\$5,987,644.50	\$15,071.50
1995	\$6,163,695.34	\$6,179,249.12	\$15,553.79
1996	\$6,360,933.59	\$6,376,985.10	\$16,051.51
1997	\$6,564,483.46	\$6,581,048.62	\$16,565.16
1998	\$6,774,546.93	\$6,791,642.17	\$17,095.24
1999	\$6,991,332.43	\$7,008,974.72	\$17,642.29
2000	\$7,215,055.07	\$7,233,261.92	\$18,206.84
2001	\$7,445,936.83	\$7,464,726.30	\$18,789.46
2002	\$7,684,206.81	\$7,703,597.54	\$19,390.73
2003	\$7,930,101.43	\$7,950,112.66	\$20,011.23
2004	\$8,183,864.68	\$8,204,516.26	\$20,651.59
Totals	\$77,286,729.58	\$77,481,758.91	\$195,029.34

* Increases in the yearly expenses and revenues are due to an annual inflation rate of 3.20%.



<p align="center">Figure V-2 Jackson/Madison County Solid Waste Budget For Period 7/1/93 through 6/30/94</p>			
Account Number	Description		Budget
	SOLID WASTE FUND		
	Revenue		
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$4,550,000.00)
440	37721	Landfill Coupons/fees	(\$30,000.00)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$4,580,000.00)
440	37850	Reimb. From Madison County (Landfill Oper.)	(\$1,172,144.50)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,172,144.50)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$235,500.00)
440	37810	City Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$235,500.00)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$5,987,644.50)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$210,714.00
440	43260	112 Overtime Salaries	\$870.00
440	43260	119 Other Salaries	\$4,200.00
440	43260	130 Employee Benefits	\$45,100.00
440	43260	190 Employee Raises	\$6,500.00
440	43260	210 Communication & Transportation	\$3,000.00
440	43260	211 Postage	\$700.00

440	43260	245	Telephone & Telegraph	\$3,500.00
440	43260	250	Professional Services	\$2,000.00
440	43260	251	Medical Expense	\$800.00
440	43260	260	Repair & Maintenance Services	\$1,500.00
440	43260	280	Travel	\$500.00
440	43260	282	Employee Automobile Allowance	\$3,000.00
440	43260	297	Residential Garage	\$1,680,000.00
440	43260	298	Commercial Garbage	\$1,400,000.00
440	43260	310	Office Supplies	\$2,000.00
440	43260	320	Operating Supplies	\$3,500.00
440	43260	324	Janitorial Supplies	\$2,700.00
440	43260	326	Uniforms	\$2,500.00
440	43260	330	Repair & Maintenance Supplies	\$1,000.00
440	43260	331	Gas & Oil	\$5,000.00
440	43260	339	Motor Vehicle Expense	\$12,000.00
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$200.00
			Sanitation Expenses	\$3,391,284.00
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$175,343.00
440	43270	112	Overtime Salaries	\$5,606.00
440	43270	130	Employee Benefits	\$38,590.00
440	43270	190	Employee Raises	\$5,500.00
440	43270	210	Communication & Transportation	\$500.00
440	43270	211	Postage	\$200.00
440	43270	240	Utility Services	\$3,000.00
440	43270	245	Telephone & Telegraph	\$750.00
440	43270	250	Professional Services	\$350,000.00
440	43270	251	Medical Expense	\$150.00
440	43270	260	Repair & Maintenance Services	\$448,200.00
440	43270	280	Travel	\$1,000.00
440	43270	295	Recycling/Baling	\$1,150,000.00
440	43270	320	Operating Supplies	\$4,000.00
440	43270	326	Uniforms	\$1,750.00
440	43270	330	Repair & Maintenance Supplies	\$7,000.00
440	43270	331	Gas & Oil	\$47,700.00
440	43270	339	Motor Vehicle Expense	\$75,000.00
440	43270	510	Insurance	\$10,000.00
440	43270	530	Rent	\$20,000.00
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,344,289.00
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$20,000.00
			Salaries & Wages	\$161,000.00
			Repair and Operation and Contracts	\$56,000.00
			Convenience Center Expenses	\$237,000.00
			Total Expenses	\$5,972,573.00

Figure V-3 Jackson/Madison County Solid Waste Budget For Period 7/1/94 through 6/30/95			
Account Number		Description	Budget
		SOLID WASTE FUND	
		Revenue	
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$4,695,600.00)
440	37721	Landfill Coupons/fees	(\$30,960.00)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$4,726,560.00)
440	37850	Reimb. From Madison County	(\$1,209,653.12)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,209,653.12)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$243,036.00)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$243,036.00)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$6,179,249.12)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$217,456.85
440	43260	112 Overtime Salaries	\$897.84
440	43260	119 Other Salaries	\$4,334.40
440	43260	130 Employee Benefits	\$46,543.20
440	43260	190 Employee Raises	\$6,708.00
440	43260	210 Communication & Transportation	\$3,096.00
440	43260	211 Postage	\$722.40

440	43260	245	Telephone & Telegraph	\$3,612.00
440	43260	250	Professional Services	\$2,064.00
440	43260	251	Medical Expense	\$825.60
440	43260	260	Repair & Maintenance Services	\$1,548.00
440	43260	280	Travel	\$516.00
440	43260	282	Employee Automobile Allowance	\$3,096.00
440	43260	297	Residential Garage	\$1,733,760.00
440	43260	298	Commercial Garbage	\$1,444,800.00
440	43260	310	Office Supplies	\$2,064.00
440	43260	320	Operating Supplies	\$3,612.00
440	43260	324	Janitorial Supplies	\$2,786.40
440	43260	326	Uniforms	\$2,580.00
440	43260	330	Repair & Maintenance Supplies	\$1,032.00
440	43260	331	Gas & Oil	\$5,160.00
440	43260	339	Motor Vehicle Expense	\$12,384.00
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$206.40
			Sanitation Expenses	\$3,499,805.09
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$180,953.98
440	43270	112	Overtime Salaries	\$5,785.39
440	43270	130	Employee Benefits	\$39,824.88
440	43270	190	Employee Raises	\$5,676.00
440	43270	210	Communication & Transportation	\$516.00
440	43270	211	Postage	\$206.40
440	43270	240	Utility Services	\$3,096.00
440	43270	245	Telephone & Telegraph	\$774.00
440	43270	250	Professional Services	\$361,200.00
440	43270	251	Medical Expense	\$154.80
440	43270	260	Repair & Maintenance Services	\$462,542.40
440	43270	280	Travel	\$1,032.00
440	43270	295	Recycling/Baling	\$1,186,800.00
440	43270	320	Operating Supplies	\$4,128.00
440	43270	326	Uniforms	\$1,806.00
440	43270	330	Repair & Maintenance Supplies	\$7,224.00
440	43270	331	Gas & Oil	\$49,226.40
440	43270	339	Motor Vehicle Expense	\$77,400.00
440	43270	510	Insurance	\$10,320.00
440	43270	530	Rent	\$20,640.00
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,419,306.25
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$20,640.00
			Salaries & Wages	\$166,152.00
			Repair and Operation and Contracts	\$57,792.00
			Convenience Center Expenses	\$244,584.00
			Total Expenses	\$6,163,695.34

Figure V-4 Jackson/Madison County Solid Waste Budget For Period 7/1/95 through 6/30/96			
Account Number		Description	Budget
SOLID WASTE FUND			
Revenue			
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$4,845,859.20)
440	37721	Landfill Coupons/fees	(\$31,950.72)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$4,877,809.92)
440	37850	Reimb. From Madison County	(\$1,248,362.02)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,248,362.02)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$250,813.15)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$250,813.15)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$6,376,985.10)
Solid Waste Expenses			
<i>Garbage Collection</i>			
440	43260	111 Regular Salaries	\$224,415.47
440	43260	112 Overtime Salaries	\$926.57
440	43260	119 Other Salaries	\$4,473.10
440	43260	130 Employee Benefits	\$48,032.58
440	43260	190 Employee Raises	\$6,922.66
440	43260	210 Communication & Transportation	\$3,195.07
440	43260	211 Postage	\$745.52

440	43260	245	Telephone & Telegraph	\$3,727.58
440	43260	250	Professional Services	\$2,130.05
440	43260	251	Medical Expense	\$852.02
440	43260	260	Repair & Maintenance Services	\$1,597.54
440	43260	280	Travel	\$532.51
440	43260	282	Employee Automobile Allowance	\$3,195.07
440	43260	297	Residential Garage	\$1,789,240.32
440	43260	298	Commercial Garbage	\$1,491,033.60
440	43260	310	Office Supplies	\$2,130.05
440	43260	320	Operating Supplies	\$3,727.58
440	43260	324	Janitorial Supplies	\$2,875.56
440	43260	326	Uniforms	\$2,662.56
440	43260	330	Repair & Maintenance Supplies	\$1,065.02
440	43260	331	Gas & Oil	\$5,325.12
440	43260	339	Motor Vehicle Expense	\$12,780.29
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$213.00
			Sanitation Expenses	\$3,611,798.85
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$186,744.50
440	43270	112	Overtime Salaries	\$5,970.52
440	43270	130	Employee Benefits	\$41,099.28
440	43270	190	Employee Raises	\$5,857.63
440	43270	210	Communication & Transportation	\$532.51
440	43270	211	Postage	\$213.00
440	43270	240	Utility Services	\$3,195.07
440	43270	245	Telephone & Telegraph	\$798.77
440	43270	250	Professional Services	\$372,758.40
440	43270	251	Medical Expense	\$159.75
440	43270	260	Repair & Maintenance Services	\$477,343.76
440	43270	280	Travel	\$1,065.02
440	43270	295	Recycling/Baling	\$1,224,777.60
440	43270	320	Operating Supplies	\$4,260.10
440	43270	326	Uniforms	\$1,863.79
440	43270	330	Repair & Maintenance Supplies	\$7,455.17
440	43270	331	Gas & Oil	\$50,801.64
440	43270	339	Motor Vehicle Expense	\$79,876.80
440	43270	510	Insurance	\$10,650.24
440	43270	530	Rent	\$21,300.48
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,496,724.05
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$21,300.48
			Salaries & Wages	\$171,468.86
			Repair and Operation and Contracts	\$59,641.34
			Convenience Center Expenses	\$252,410.69
			Total Expenses	\$6,360,933.59

Figure V-5 Jackson/Madison County Solid Waste Budget For Period 7/1/96 through 6/30/97			
Account Number		Description	Budget
		SOLID WASTE FUND	
		Revenue	
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$5,000,926.69)
440	37721	Landfill Coupons/fees	(\$32,973.14)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$5,033,899.84)
440	37850	Reimb. From Madison County	(\$1,288,309.61)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,288,309.61)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$258,839.17)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$258,839.17)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$6,581,048.62)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$231,596.76
440	43260	112 Overtime Salaries	\$956.22
440	43260	119 Other Salaries	\$4,616.24
440	43260	130 Employee Benefits	\$49,569.63
440	43260	190 Employee Raises	\$7,144.18
440	43260	210 Communication & Transportation	\$3,297.31
440	43260	211 Postage	\$769.37

440	43260	245	Telephone & Telegraph	\$3,846.87
440	43260	250	Professional Services	\$2,198.21
440	43260	251	Medical Expense	\$879.28
440	43260	260	Repair & Maintenance Services	\$1,648.66
440	43260	280	Travel	\$549.55
440	43260	282	Employee Automobile Allowance	\$3,297.31
440	43260	297	Residential Garage	\$1,846,496.01
440	43260	298	Commercial Garbage	\$1,538,746.68
440	43260	310	Office Supplies	\$2,198.21
440	43260	320	Operating Supplies	\$3,846.87
440	43260	324	Janitorial Supplies	\$2,967.58
440	43260	326	Uniforms	\$2,747.76
440	43260	330	Repair & Maintenance Supplies	\$1,099.10
440	43260	331	Gas & Oil	\$5,495.52
440	43260	339	Motor Vehicle Expense	\$13,189.26
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$219.82
			Sanitation Expenses	\$3,727,376.41
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$192,720.33
440	43270	112	Overtime Salaries	\$6,161.58
440	43270	130	Employee Benefits	\$42,414.45
440	43270	190	Employee Raises	\$6,045.08
440	43270	210	Communication & Transportation	\$549.55
440	43270	211	Postage	\$219.82
440	43270	240	Utility Services	\$3,297.31
440	43270	245	Telephone & Telegraph	\$824.33
440	43270	250	Professional Services	\$384,686.67
440	43270	251	Medical Expense	\$164.87
440	43270	260	Repair & Maintenance Services	\$492,618.76
440	43270	280	Travel	\$1,099.10
440	43270	295	Recycling/Baling	\$1,263,970.48
440	43270	320	Operating Supplies	\$4,396.42
440	43270	326	Uniforms	\$1,923.43
440	43270	330	Repair & Maintenance Supplies	\$7,693.73
440	43270	331	Gas & Oil	\$52,427.30
440	43270	339	Motor Vehicle Expense	\$82,432.86
440	43270	510	Insurance	\$10,991.05
440	43270	530	Rent	\$21,982.10
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,576,619.22
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$21,982.10
			Salaries & Wages	\$176,955.87
			Repair and Operation and Contracts	\$61,549.87
			Convenience Center Expenses	\$260,487.83
			Total Expenses	\$6,564,483.46

Figure V-6 Jackson/Madison County Solid Waste Budget For Period 7/1/97 through 6/30/98			
Account Number		Description	Budget
		SOLID WASTE FUND	
		Revenue	
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$5,160,956.35)
440	37721	Landfill Coupons/fees	(\$34,028.28)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$5,194,984.63)
440	37850	Reimb. From Madison County	(\$1,329,535.52)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,329,535.52)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$267,122.03)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$267,122.03)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$6,791,642.17)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$239,007.86
440	43260	112 Overtime Salaries	\$986.82
440	43260	119 Other Salaries	\$4,763.96
440	43260	130 Employee Benefits	\$51,155.85
440	43260	190 Employee Raises	\$7,372.79
440	43260	210 Communication & Transportation	\$3,402.83
440	43260	211 Postage	\$793.99

440	43260	245	Telephone & Telegraph	\$3,969.97
440	43260	250	Professional Services	\$2,268.55
440	43260	251	Medical Expense	\$907.42
440	43260	260	Repair & Maintenance Services	\$1,701.41
440	43260	280	Travel	\$567.14
440	43260	282	Employee Automobile Allowance	\$3,402.83
440	43260	297	Residential Garage	\$1,905,583.88
440	43260	298	Commercial Garbage	\$1,587,986.57
440	43260	310	Office Supplies	\$2,268.55
440	43260	320	Operating Supplies	\$3,969.97
440	43260	324	Janitorial Supplies	\$3,062.55
440	43260	326	Uniforms	\$2,835.69
440	43260	330	Repair & Maintenance Supplies	\$1,134.28
440	43260	331	Gas & Oil	\$5,671.38
440	43260	339	Motor Vehicle Expense	\$13,611.31
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$226.86
			Sanitation Expenses	\$3,846,652.46
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$198,887.38
440	43270	112	Overtime Salaries	\$6,358.75
440	43270	130	Employee Benefits	\$43,771.72
440	43270	190	Employee Raises	\$6,238.52
440	43270	210	Communication & Transportation	\$567.14
440	43270	211	Postage	\$226.86
440	43270	240	Utility Services	\$3,402.83
440	43270	245	Telephone & Telegraph	\$850.71
440	43270	250	Professional Services	\$396,996.64
440	43270	251	Medical Expense	\$170.14
440	43270	260	Repair & Maintenance Services	\$508,382.56
440	43270	280	Travel	\$1,134.28
440	43270	295	Recycling/Baling	\$1,304,417.54
440	43270	320	Operating Supplies	\$4,537.10
440	43270	326	Uniforms	\$1,984.98
440	43270	330	Repair & Maintenance Supplies	\$7,939.93
440	43270	331	Gas & Oil	\$54,104.97
440	43270	339	Motor Vehicle Expense	\$85,070.71
440	43270	510	Insurance	\$11,342.76
440	43270	530	Rent	\$22,685.52
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,659,071.03
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$22,685.52
			Salaries & Wages	\$182,618.46
			Repair and Operation and Contracts	\$63,519.46
			Convenience Center Expenses	\$268,823.44
			Total Expenses	\$6,774,546.93

Figure V-7 Jackson/Madison County Solid Waste Budget For Period 7/1/98 through 6/30/99			
Account Number		Description	Budget
SOLID WASTE FUND			
Revenue			
440	33400	State of TN Grant	\$0.00
State Grants			\$0.00
440	37711	Garbage Revenue	(\$5,326,106.95)
440	37721	Landfill Coupons/fees	(\$35,117.19)
440	37723	Landfill Fees-Industry	\$0.00
Operating Revenue			(\$5,361,224.14)
440	37850	Reimb. From Madison County	(\$1,372,080.65)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
Reimbursements			(\$1,372,080.65)
County Trans. From Gen. Fund (for Conv. Cent.)			(\$275,669.93)
440	37810	Operating Trans. From Gen. Fund	\$0.00
Inter-Fund Transfers In			(\$275,669.93)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
Miscellaneous Revenue			\$0.00
Total Revenue			(\$7,008,974.72)
Solid Waste Expenses			
<i>Garbage Collection</i>			
440	43260	111 Regular Salaries	\$246,656.11
440	43260	112 Overtime Salaries	\$1,018.40
440	43260	119 Other Salaries	\$4,916.41
440	43260	130 Employee Benefits	\$52,792.84
440	43260	190 Employee Raises	\$7,608.72
440	43260	210 Communication & Transportation	\$3,511.72
440	43260	211 Postage	\$819.40

440	43260	245	Telephone & Telegraph	\$4,097.01
440	43260	250	Professional Services	\$2,341.15
440	43260	251	Medical Expense	\$936.46
440	43260	260	Repair & Maintenance Services	\$1,755.86
440	43260	280	Travel	\$585.29
440	43260	282	Employee Automobile Allowance	\$3,511.72
440	43260	297	Residential Garage	\$1,966,562.57
440	43260	298	Commercial Garbage	\$1,638,802.14
440	43260	310	Office Supplies	\$2,341.15
440	43260	320	Operating Supplies	\$4,097.01
440	43260	324	Janitorial Supplies	\$3,160.55
440	43260	326	Uniforms	\$2,926.43
440	43260	330	Repair & Maintenance Supplies	\$1,170.57
440	43260	331	Gas & Oil	\$5,852.86
440	43260	339	Motor Vehicle Expense	\$14,046.88
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$234.11
			Sanitation Expenses	\$3,969,745.34
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$205,251.77
440	43270	112	Overtime Salaries	\$6,562.23
440	43270	130	Employee Benefits	\$45,172.41
440	43270	190	Employee Raises	\$6,438.15
440	43270	210	Communication & Transportation	\$585.29
440	43270	211	Postage	\$234.11
440	43270	240	Utility Services	\$3,511.72
440	43270	245	Telephone & Telegraph	\$877.93
440	43270	250	Professional Services	\$409,700.53
440	43270	251	Medical Expense	\$175.59
440	43270	260	Repair & Maintenance Services	\$524,650.80
440	43270	280	Travel	\$1,170.57
440	43270	295	Recycling/Baling	\$1,346,158.90
440	43270	320	Operating Supplies	\$4,682.29
440	43270	326	Uniforms	\$2,048.50
440	43270	330	Repair & Maintenance Supplies	\$8,194.01
440	43270	331	Gas & Oil	\$55,836.33
440	43270	339	Motor Vehicle Expense	\$87,792.97
440	43270	510	Insurance	\$11,705.73
440	43270	530	Rent	\$23,411.46
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,744,161.31
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$23,411.46
			Salaries & Wages	\$188,462.25
			Repair and Operation and Contracts	\$65,552.09
			Convenience Center Expenses	\$277,425.79
			Total Expenses	\$6,991,332.43

Figure V-8 Jackson/Madison County Solid Waste Budget For Period 7/1/99 through 6/30/2000			
Account Number		Description	Budget
SOLID WASTE FUND			
Revenue			
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$5,496,542.37)
440	37721	Landfill Coupons/fees	(\$36,240.94)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$5,532,783.31)
440	37850	Reimb. From Madison County	(\$1,415,987.23)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,415,987.23)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$284,491.37)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$284,491.37)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$7,233,261.92)
Solid Waste Expenses			
<i>Garbage Collection</i>			
440	43260	111 Regular Salaries	\$254,549.11
440	43260	112 Overtime Salaries	\$1,050.99
440	43260	119 Other Salaries	\$5,073.73
440	43260	130 Employee Benefits	\$54,482.21
440	43260	190 Employee Raises	\$7,852.20
440	43260	210 Communication & Transportation	\$3,624.09
440	43260	211 Postage	\$845.62

440	43260	245	Telephone & Telegraph	\$4,228.11
440	43260	250	Professional Services	\$2,416.06
440	43260	251	Medical Expense	\$966.43
440	43260	260	Repair & Maintenance Services	\$1,812.05
440	43260	280	Travel	\$604.02
440	43260	282	Employee Automobile Allowance	\$3,624.09
440	43260	297	Residential Garage	\$2,029,492.57
440	43260	298	Commercial Garbage	\$1,691,243.81
440	43260	310	Office Supplies	\$2,416.06
440	43260	320	Operating Supplies	\$4,228.11
440	43260	324	Janitorial Supplies	\$3,261.68
440	43260	326	Uniforms	\$3,020.08
440	43260	330	Repair & Maintenance Supplies	\$1,208.03
440	43260	331	Gas & Oil	\$6,040.16
440	43260	339	Motor Vehicle Expense	\$14,496.38
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$241.61
			Sanitation Expenses	\$4,096,777.19
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$211,819.83
440	43270	112	Overtime Salaries	\$6,772.22
440	43270	130	Employee Benefits	\$46,617.93
440	43270	190	Employee Raises	\$6,644.17
440	43270	210	Communication & Transportation	\$604.02
440	43270	211	Postage	\$241.61
440	43270	240	Utility Services	\$3,624.09
440	43270	245	Telephone & Telegraph	\$906.02
440	43270	250	Professional Services	\$422,810.95
440	43270	251	Medical Expense	\$181.20
440	43270	260	Repair & Maintenance Services	\$541,439.62
440	43270	280	Travel	\$1,208.03
440	43270	295	Recycling/Baling	\$1,389,235.98
440	43270	320	Operating Supplies	\$4,832.13
440	43270	326	Uniforms	\$2,114.05
440	43270	330	Repair & Maintenance Supplies	\$8,456.22
440	43270	331	Gas & Oil	\$57,623.09
440	43270	339	Motor Vehicle Expense	\$90,602.35
440	43270	510	Insurance	\$12,080.31
440	43270	530	Rent	\$24,160.63
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,831,974.47
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$24,160.63
			Salaries & Wages	\$194,493.04
			Repair and Operation and Contracts	\$67,649.75
			Convenience Center Expenses	\$286,303.42
			Total Expenses	\$7,215,055.07

Figure V-9 Jackson/Madison County Solid Waste Budget For Period 7/1/2000 through 6/30/2001			
Account Number		Description	Budget
SOLID WASTE FUND			
Revenue			
440	33400	State of TN Grant	\$0.00
State Grants			\$0.00
440	37711	Garbage Revenue	(\$5,672,431.73)
440	37721	Landfill Coupons/fees	(\$37,400.65)
440	37723	Landfill Fees-Industry	\$0.00
Operating Revenue			(\$5,709,832.38)
440	37850	Reimb. From Madison County	(\$1,461,298.83)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
Reimbursements			(\$1,461,298.83)
County Trans. From Gen. Fund (for Conv. Cent.)			(\$293,595.09)
440	37810	Operating Trans. From Gen. Fund	\$0.00
Inter-Fund Transfers In			(\$293,595.09)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
Miscellaneous Revenue			\$0.00
Total Revenue			(\$7,464,726.30)
Solid Waste Expenses			
<i>Garbage Collection</i>			
440	43260	111 Regular Salaries	\$262,694.68
440	43260	112 Overtime Salaries	\$1,084.62
440	43260	119 Other Salaries	\$5,236.09
440	43260	130 Employee Benefits	\$56,225.64
440	43260	190 Employee Raises	\$8,103.47
440	43260	210 Communication & Transportation	\$3,740.06
440	43260	211 Postage	\$872.68

440	43260	245	Telephone & Telegraph	\$4,363.41
440	43260	250	Professional Services	\$2,493.38
440	43260	251	Medical Expense	\$997.35
440	43260	260	Repair & Maintenance Services	\$1,870.03
440	43260	280	Travel	\$623.34
440	43260	282	Employee Automobile Allowance	\$3,740.06
440	43260	297	Residential Garage	\$2,094,436.33
440	43260	298	Commercial Garbage	\$1,745,363.61
440	43260	310	Office Supplies	\$2,493.38
440	43260	320	Operating Supplies	\$4,363.41
440	43260	324	Janitorial Supplies	\$3,366.06
440	43260	326	Uniforms	\$3,116.72
440	43260	330	Repair & Maintenance Supplies	\$1,246.69
440	43260	331	Gas & Oil	\$6,233.44
440	43260	339	Motor Vehicle Expense	\$14,960.26
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$249.34
			Sanitation Expenses	\$4,227,874.06
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$218,598.07
440	43270	112	Overtime Salaries	\$6,988.93
440	43270	130	Employee Benefits	\$48,109.70
440	43270	190	Employee Raises	\$6,856.79
440	43270	210	Communication & Transportation	\$623.34
440	43270	211	Postage	\$249.34
440	43270	240	Utility Services	\$3,740.06
440	43270	245	Telephone & Telegraph	\$935.02
440	43270	250	Professional Services	\$436,340.90
440	43270	251	Medical Expense	\$187.00
440	43270	260	Repair & Maintenance Services	\$558,765.69
440	43270	280	Travel	\$1,246.69
440	43270	295	Recycling/Baling	\$1,433,691.54
440	43270	320	Operating Supplies	\$4,986.75
440	43270	326	Uniforms	\$2,181.70
440	43270	330	Repair & Maintenance Supplies	\$8,726.82
440	43270	331	Gas & Oil	\$59,467.03
440	43270	339	Motor Vehicle Expense	\$93,501.62
440	43270	510	Insurance	\$12,466.88
440	43270	530	Rent	\$24,933.77
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$2,922,597.65
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$24,933.77
			Salaries & Wages	\$200,716.82
			Repair and Operation and Contracts	\$69,814.54
			Convenience Center Expenses	\$295,465.13
			Total Expenses	\$7,445,936.83

Figure V-10 Jackson/Madison County Solid Waste Budget For Period 7/1/2001 through 6/30/2002			
Account Number		Description	Budget
SOLID WASTE FUND			
Revenue			
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$5,853,949.55)
440	37721	Landfill Coupons/fees	(\$38,597.47)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$5,892,547.02)
440	37850	Reimb. From Madison County	(\$1,508,060.39)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,508,060.39)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$302,990.14)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$302,990.14)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$7,703,597.54)
Solid Waste Expenses			
<i>Garbage Collection</i>			
440	43260	111 Regular Salaries	\$271,100.91
440	43260	112 Overtime Salaries	\$1,119.33
440	43260	119 Other Salaries	\$5,403.65
440	43260	130 Employee Benefits	\$58,024.86
440	43260	190 Employee Raises	\$8,362.79
440	43260	210 Communication & Transportation	\$3,859.75
440	43260	211 Postage	\$900.61

440	43260	245	Telephone & Telegraph	\$4,503.04
440	43260	250	Professional Services	\$2,573.16
440	43260	251	Medical Expense	\$1,029.27
440	43260	260	Repair & Maintenance Services	\$1,929.87
440	43260	280	Travel	\$643.29
440	43260	282	Employee Automobile Allowance	\$3,859.75
440	43260	297	Residential Garage	\$2,161,458.29
440	43260	298	Commercial Garbage	\$1,801,215.24
440	43260	310	Office Supplies	\$2,573.16
440	43260	320	Operating Supplies	\$4,503.04
440	43260	324	Janitorial Supplies	\$3,473.77
440	43260	326	Uniforms	\$3,216.46
440	43260	330	Repair & Maintenance Supplies	\$1,286.58
440	43260	331	Gas & Oil	\$6,432.91
440	43260	339	Motor Vehicle Expense	\$15,438.99
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$257.32
			Sanitation Expenses	\$4,363,166.03
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$225,593.20
440	43270	112	Overtime Salaries	\$7,212.58
440	43270	130	Employee Benefits	\$49,649.21
440	43270	190	Employee Raises	\$7,076.20
440	43270	210	Communication & Transportation	\$643.29
440	43270	211	Postage	\$257.32
440	43270	240	Utility Services	\$3,859.75
440	43270	245	Telephone & Telegraph	\$964.94
440	43270	250	Professional Services	\$450,303.81
440	43270	251	Medical Expense	\$192.99
440	43270	260	Repair & Maintenance Services	\$576,646.19
440	43270	280	Travel	\$1,286.58
440	43270	295	Recycling/Baling	\$1,479,569.67
440	43270	320	Operating Supplies	\$5,146.33
440	43270	326	Uniforms	\$2,251.52
440	43270	330	Repair & Maintenance Supplies	\$9,006.08
440	43270	331	Gas & Oil	\$61,369.98
440	43270	339	Motor Vehicle Expense	\$96,493.67
440	43270	510	Insurance	\$12,865.82
440	43270	530	Rent	\$25,731.65
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$3,016,120.77
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$25,731.65
			Salaries & Wages	\$207,139.75
			Repair and Operation and Contracts	\$72,048.61
			Convenience Center Expenses	\$304,920.01
			Total Expenses	\$7,684,206.81

Figure V-11 Jackson/Madison County Solid Waste Budget For Period 7/1/2002 through 6/30/2003			
Account Number		Description	Budget
		SOLID WASTE FUND	
		Revenue	
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$6,041,275.93)
440	37721	Landfill Coupons/fees	(\$39,832.59)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$6,081,108.52)
440	37850	Reimb. From Madison County	(\$1,556,318.32)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,556,318.32)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$312,685.82)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$312,685.82)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$7,950,112.66)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$279,776.14
440	43260	112 Overtime Salaries	\$1,155.15
440	43260	119 Other Salaries	\$5,576.56
440	43260	130 Employee Benefits	\$59,881.66
440	43260	190 Employee Raises	\$8,630.39
440	43260	210 Communication & Transportation	\$3,983.26
440	43260	211 Postage	\$929.43

440	43260	245	Telephone & Telegraph	\$4,647.14
440	43260	250	Professional Services	\$2,655.51
440	43260	251	Medical Expense	\$1,062.20
440	43260	260	Repair & Maintenance Services	\$1,991.63
440	43260	280	Travel	\$663.88
440	43260	282	Employee Automobile Allowance	\$3,983.26
440	43260	297	Residential Garage	\$2,230,624.96
440	43260	298	Commercial Garbage	\$1,858,854.13
440	43260	310	Office Supplies	\$2,655.51
440	43260	320	Operating Supplies	\$4,647.14
440	43260	324	Janitorial Supplies	\$3,584.93
440	43260	326	Uniforms	\$3,319.38
440	43260	330	Repair & Maintenance Supplies	\$1,327.75
440	43260	331	Gas & Oil	\$6,638.76
440	43260	339	Motor Vehicle Expense	\$15,933.04
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$265.55
			Sanitation Expenses	\$4,502,787.34
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$232,812.19
440	43270	112	Overtime Salaries	\$7,443.38
440	43270	130	Employee Benefits	\$51,237.99
440	43270	190	Employee Raises	\$7,302.64
440	43270	210	Communication & Transportation	\$663.88
440	43270	211	Postage	\$265.55
440	43270	240	Utility Services	\$3,983.26
440	43270	245	Telephone & Telegraph	\$995.81
440	43270	250	Professional Services	\$464,713.53
440	43270	251	Medical Expense	\$199.16
440	43270	260	Repair & Maintenance Services	\$595,098.87
440	43270	280	Travel	\$1,327.75
440	43270	295	Recycling/Baling	\$1,526,915.89
440	43270	320	Operating Supplies	\$5,311.01
440	43270	326	Uniforms	\$2,323.57
440	43270	330	Repair & Maintenance Supplies	\$9,294.27
440	43270	331	Gas & Oil	\$63,333.82
440	43270	339	Motor Vehicle Expense	\$99,581.47
440	43270	510	Insurance	\$13,277.53
440	43270	530	Rent	\$26,555.06
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$3,112,636.64
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$26,555.06
			Salaries & Wages	\$213,768.23
			Repair and Operation and Contracts	\$74,354.17
			Convenience Center Expenses	\$314,677.45
			Total Expenses	\$7,930,101.43

Figure V-12 Jackson/Madison County Solid Waste Budget For Period 7/1/2003 through 6/30/2004			
Account Number		Description	Budget
		SOLID WASTE FUND	
		Revenue	
440	33400	State of TN Grant	\$0.00
		State Grants	\$0.00
440	37711	Garbage Revenue	(\$6,234,596.76)
440	37721	Landfill Coupons/fees	(\$41,107.23)
440	37723	Landfill Fees-Industry	\$0.00
		Operating Revenue	(\$6,275,703.99)
440	37850	Reimb. From Madison County	(\$1,606,120.51)
440	37851	Madison Co: ST Recycling Rebate	\$0.00
440	37852	Madison Co: Misc. State Grants	\$0.00
		Reimbursements	(\$1,606,120.51)
		County Trans. From Gen. Fund (for Conv. Cent.)	(\$322,691.77)
440	37810	Operating Trans. From Gen. Fund	\$0.00
		Inter-Fund Transfers In	(\$322,691.77)
440	37900	From Retained Earnings	\$0.00
440	37910	Interest Earnings	\$0.00
		Miscellaneous Revenue	\$0.00
		Total Revenue	(\$8,204,516.26)
		Solid Waste Expenses	
		<i>Garbage Collection</i>	
440	43260	111 Regular Salaries	\$288,728.97
440	43260	112 Overtime Salaries	\$1,192.11
440	43260	119 Other Salaries	\$5,755.01
440	43260	130 Employee Benefits	\$61,797.87
440	43260	190 Employee Raises	\$8,906.57
440	43260	210 Communication & Transportation	\$4,110.72
440	43260	211 Postage	\$959.17

440	43260	245	Telephone & Telegraph	\$4,795.84
440	43260	250	Professional Services	\$2,740.48
440	43260	251	Medical Expense	\$1,096.19
440	43260	260	Repair & Maintenance Services	\$2,055.36
440	43260	280	Travel	\$685.12
440	43260	282	Employee Automobile Allowance	\$4,110.72
440	43260	297	Residential Garage	\$2,302,004.96
440	43260	298	Commercial Garbage	\$1,918,337.46
440	43260	310	Office Supplies	\$2,740.48
440	43260	320	Operating Supplies	\$4,795.84
440	43260	324	Janitorial Supplies	\$3,699.65
440	43260	326	Uniforms	\$3,425.60
440	43260	330	Repair & Maintenance Supplies	\$1,370.24
440	43260	331	Gas & Oil	\$6,851.21
440	43260	339	Motor Vehicle Expense	\$16,442.89
440	43260	540	Depreciation	\$0.00
440	43260	799	Sundry	\$274.05
			Sanitation Expenses	\$4,646,876.54
			<i>Landfill Operation</i>	
440	43270	111	Regular Salaries	\$240,262.18
440	43270	112	Overtime Salaries	\$7,681.57
440	43270	130	Employee Benefits	\$52,877.60
440	43270	190	Employee Raises	\$7,536.33
440	43270	210	Communication & Transportation	\$685.12
440	43270	211	Postage	\$274.05
440	43270	240	Utility Services	\$4,110.72
440	43270	245	Telephone & Telegraph	\$1,027.68
440	43270	250	Professional Services	\$479,584.37
440	43270	251	Medical Expense	\$205.54
440	43270	260	Repair & Maintenance Services	\$614,142.04
440	43270	280	Travel	\$1,370.24
440	43270	295	Recycling/Baling	\$1,575,777.20
440	43270	320	Operating Supplies	\$5,480.96
440	43270	326	Uniforms	\$2,397.92
440	43270	330	Repair & Maintenance Supplies	\$9,591.69
440	43270	331	Gas & Oil	\$65,360.50
440	43270	339	Motor Vehicle Expense	\$102,768.08
440	43270	510	Insurance	\$13,702.41
440	43270	530	Rent	\$27,404.82
440	43270	540	Depreciation	\$0.00
			Landfill Expenses	\$3,212,241.01
			<i>Convenience Center Operation</i>	
			Solid Waste Reduction Coordinator And Educator	\$27,404.82
			Salaries & Wages	\$220,608.81
			Repair and Operation and Contracts	\$76,733.50
			Convenience Center Expenses	\$324,747.13
			Total Expenses	\$8,183,864.68

CHAPTER VI

Recycling

CHAPTER VI

Recycling

The central recycling facility located at the new Jackson/Madison County Landfill processes all the waste entering the gate which has the potential for recycling. Only special wastes or wastes which cannot be processed are placed in the Class I fill area without first passing through the central recycling facility. It is estimated that this facility will remove approximately five percent (5%) of the waste material, by weight, as recyclables. Records for the past year indicate that this amount was actually somewhat lower due to low demand for recycled materials in this area. The center has the capability of removing a much larger portion of material for recycling than it has been able to sell.

Because the central recycling facility can process all material entering the waste stream, all materials which have the potential to be recycled could conceivably be removed at this point. This means that there are no areas or producers of solid wastes which are left out of the reuse, recycling, and recovery system. The major disadvantage of this system is that collection currently dumps all waste materials into the same bins, trucks or piles. This mixes the recyclable materials with all others making reclamation of some materials impractical. Even at it's best, this practice produces dirty recyclables and creates elevated costs for separation.

Obviously, the best way to keep recyclable materials clean and improve their marketability is to separate them by type before they are contaminated by other wastes. Therefore, it would seem that source based reduction/recycling would offer best solution for producing viable recovered products for resale and reuse. The Municipal Solid Waste Planning Region Board anticipates instituting several measures to promote source based recycling.

Historically, curbside recycling has resulted in high costs per ton of material recovered; and it has rarely produced more than a five percent (5%) reduction in the waste stream. More promising systems seem to be blue bag, green bag, biodegradables bag, and other similar programs for the general public. These programs require the home producer of solid waste to presort recyclables to varying degrees without the added expense of a full curbside recycling program. Industrial/Commercial source separation, reduction, and recycling would also need to be stressed because of the large percentage of material currently deposited by this segment of the community.

In 1989, a twelve week pilot of curbside recycling project was conducted inside the City of Jackson which sought the involvement of approximately 900 homes. During the study, the average involvement by the test group was only forty-four percent (44%). This was despite the fact that 88% of those responding to a questionnaire sent out by the Jackson City Beautiful Commission said that they would voluntarily separate certain types of wastes for the purpose of

recycling. Because of this information and reports that curbside recycling projects throughout the state have met with disappointing results, other forms of home based separation seem more attractive.

The Municipal Solid Waste Planning Region Board has already scheduled the testing of a number of recycling programs during the next two years. The proposed recycling coordinator would start working with industry to help initiate and coordinate efforts to reduce the waste stream through source based recycling and reduction. This coordinator would also work with industries in the area to help locate and expand markets for recycled goods. He would help to disseminate information on which industries produce and reclaim specific types of recyclables so that otherwise unrelated producers could consolidate selling efforts for their recycled materials. This coordinator would also be heavily involved with education in all sectors of the community.

A blue bag program is currently in place, but it has only been marginally advertised at this time. Another function of the recycling coordinator would be to make public service announcements and work with others in the community to further promote home based recycling efforts. Because public awareness about this and other programs has been low to this point, little data is currently available on how much blue bag and other similar programs will actually help the central recycling facility and reduce tonnage placed into the Class I fill.

The Municipal Solid Waste Planning Region Board is recommending the installation of recycling bins at one of the convenience centers during 1994 to see what type of response the public will give to voluntary recycling. There are no estimates at this point for the amount of recyclables the County expects to receive. Other convenience centers may be supplied with recycling bins if the response to recycling bins is great enough. No decision has been made at this time on which convenience center should receive the first recycling bin.

Material Type	Code	1993 1st Quarter (tons)	1993 2nd Quarter (tons)	1993 3rd Quarter (tons)	1993 4th Quarter (tons)	1993 Total (tons)	1993 Ave. (tons/per.)	1994 Projection (tons)	1995 Projection (tons)
Paper									
Magazines	MAG						0.00000	0.00	0.00
Mixed Office Paper	MOP						0.00000	0.00	0.00
Old Corrugated Containers	OCC		71.45	130.04	172.45	373.94	0.00473	375.68	377.52
Old Newspaper	ONP	208.90	2.60	3.85	12.72	228.07	0.00288	229.13	230.25
Computer Printout	CPO	39.61	1.39	4.87	4.58	50.45	0.00064	50.69	50.93
Laser Computer Printout	CPO-L						0.00000	0.00	0.00
White Ledger Paper	WLP			0.37	1.16	1.53	0.00002	1.54	1.54
Colored Ledger Paper	COP						0.00000	0.00	0.00
Other-	OTH						0.00000	0.00	0.00
Total Paper		248.51	75.44	139.13	190.91	653.99		657.04	660.25
Glass									
Clear Glass	GLC	0.00				0.00	0.00000	0.00	0.00
Brown Glass	GLB	0.00				0.00	0.00000	0.00	0.00
Green Glass	GLC	0.00				0.00	0.00000	0.00	0.00
Other-		0.00				0.00		0.00	0.00
Total Glass		248.51	75.44	139.13	190.91	0.00		0.00	0.00
Plastics									
1-Soda Bottles (Polyethylene terephthalate)	PET	20.96			13.88	34.84	0.00044	35.00	35.17
2-Milk Jugs (High-Density polyethylene)	HDP				10.59	10.59	0.00013	10.64	10.69
3-Vinyl	VNY						0.00000	0.00	0.00
4-Low Density polyethylene	LDP						0.00000	0.00	0.00
5-Polypropylene	PPE						0.00000	0.00	0.00
6-Polystyrene	PSE						0.00000	0.00	0.00
7-Industrial Scrap Plastic	ISP						0.00000	0.00	0.00
8-other	OTH						0.00000	0.00	0.00
Total Plastic		20.96	0.00	0.00	24.47	45.43		45.64	45.86
Rubber									
Rubber Tires	TIR	0.00					0.00000	0.00	0.00
Crumb Rubber	CBR	0.00					0.00000	0.00	0.00
Other	OTH	0.00					0.00000	0.00	0.00
Total Rubber		0.00	0.00	0.00	0.00	0.00	0.00000	0.00	0.00
Metals (Ferrous)									
Steel Food Cans	SFC						0.00000	0.00	0.00
Steel General Purpose Cans (aerosol, paint, non food items)	SGC	89.09	94.45	122.29	96.82	402.65	0.00509	404.53	406.50
Appliances (white goods)	WHG						0.00000	0.00	0.00
Total Ferrous Metals		89.09	94.45	122.29	96.82	402.65		404.53	406.50
Metals (Non-Ferrous)									
Used Aluminum Food Cans	AFC						0.00000	0.00	0.00
Scrap Aluminum (all grades)	ALU	14.05	3.52	18.08	10.56	46.21	0.00058	46.43	46.65
Copper (all grades)	COP						0.00000	0.00	0.00
Brass (all grades)	BRS						0.00000	0.00	0.00
Stainless Steel Scrap	SSS						0.00000	0.00	0.00
Tin (all grades)	TIN			19.79	36.71	56.50	0.00071	56.76	57.04
Total Non-Ferrous Metals		14.05	3.52	37.87	47.27	102.71		103.19	103.69
Miscellaneous									
Pallets	PAL	0.36				0.36	0.00000	0.36	0.36
Batteries	BAT						0.00000	0.00	0.00
Textile Scraps	TES						0.00000	0.00	0.00
Automobile Oil	OIL						0.00000	0.00	0.00
Brown Goods - Used Furniture	BRG						0.00000	0.00	0.00
Food Waste	FDW						0.00000	0.00	0.00
Other-Mulch from Brush	OTH		50.92	16.08		67.00	0.00085	67.31	67.64
Total Miscellaneous		0.36	50.92	16.08	0.00	67.36		67.67	68.00
Totals		621.48	299.77	454.50	550.38	1272.14	0.01608	1278.07	1284.31
1993 Population						79102		79471	79859

CHAPTER VII

Composting, Solid Waste Processing, Waste-To-Energy, And Incineration Capacity

CHAPTER VII

Composting, Solid Waste Processing, Waste-To-Energy, and Incineration Capacity

Based on information reviewed in the preceding chapters, it does not appear that composting will be necessary to meet the mandated reduction requirements for Madison County. The existing recycling facility will continue to operate in its current role, providing reduction through recycling as long as it remains economically feasible.

It is possible that as technology advances, new markets will be opened for materials which are currently unacceptable for reprocessing. Markets for compost in this area are scheduled to be evaluated this year, and a decision will be made the following year on whether or not a composting operation will be started. If adequate markets are found for compost, initial construction and operation of a compost system is scheduled for 1997.

In 1989, Mr. Joe Kastner and Mr. Jack Holloway reviewed the possibility of using incineration in Madison County. Their report, which is a part of the 1990 Solid Waste Management Study reproduced in Appendix E, is provided as follows:

JACKSON/MADISON COUNTY SOLID WASTE TASK FORCE RESEARCH FINDINGS AND RECOMMENDATION

FROM: JOE KASTNER/JACK HOLLOWAY
TO: DARRELL CHRISTIAN
SUBJECT: THE INCINERATION ALTERNATIVE
DATE: AUGUST 11, 1989
R.L.: UNTIL SUPERSEDED

This is to recommend that the Jackson/Madison County Solid Waste Task force accept the use of waste incineration as a viable part of a long-term plan, but delay further work on implementation.

We feel it represents a reasonable last-step alternative to waste disposal. However, application of this technology can only be done efficiently if steam and possible electricity generation are a part of the system. Recycle and waste minimization should be in place or their potential to reduce waste to a practical minimum, clearly known.

These conditions are not in place at present in Jackson/Madison County. Further work on the possibility of recycling and waste minimization is recommended before pursuing incineration. Upon completion of these efforts, data will be available on waste amount and type, to complete an Engineering study of the feasibility of waste incineration and waste to energy conversion.

Logic for the above recommendation is found in the following areas:

REDUCTION IN VOLUME OF WASTE:

Incineration of waste allows the maximum reduction in volume of any available technology. As much as 90% reduction is reported by users. This reduces cost of operation by extending useful life of landfills. It is also possible to incinerate otherwise troublesome waste. Liquids can be burned with special systems available from several incinerator manufactures. Other waste such as that generated by hospitals can also be incinerated.

ENERGY RECLAMATION:

Practical systems are in operation in several locations around the world. Locally the Dyersburg facility was visited because it is nearest the size estimated for realistic use in our county. Waste is burned to make steam and the steam is sold to the Colonial Rubber Company. This arrangement is working well for the city and Colonial Rubber.

In Nashville the city operates a waste to energy recovery system on a larger scale. Discussion with the Plant Engineer reveals that the operating strategy is stem production from waste incineration. This leads to either direct use of steam for heat in winter or steam driven turbines running chillers for summer air-conditioning. Electricity is produced as a variable by-product. It is sold to TVA at a lower than normal rate because of the variable amount produced.

Each of these systems works and provides some economic return estimated to be 5% to 20% of investment and operating cost per year.

ENVIRONMENTAL SAFETY

The incineration process by nature produces little waste in volume. High temperature burning (1800° - 2000°F) reduces most material to fine ash. The current concern about incinerator ash is concentration of heavy metals. Most often these are lead and cadmium. These are contained in refuse such as batteries, painted wood, etc. Ash is usually disposed of in a landfill or current design standards without designation as hazardous material.

Some concern exists over leachate coming from incinerator ash because of the concentration of heavy metals. Gaseous emissions are colorless and odorless in normal operation. The current

concern is level of particulate in the emission. Technology is available to clean the gases to well within current limits. The three technologies used are electrostatic precipitation, filtration and liquid scrubbing. Speculation exists over the future of environmental regulations that may increase the complexity of cleaning the emissions.

Joe Kastner and Jack Holloway studied reference material, conducted phone interviews, and visited an operating Incinerator to develop the above recommendation. This study revealed a workable and proven technology with risk of environmental restrictions increasing in the future. We are impressed with the potential of this technology. It concerns us that a decision taken today to install a waste incinerator in Jackson/Madison County would lead to gross oversizing of units. This would be reflected in high capital expenditures and operating cost. Further, a large incinerator system would delay waste minimization and recycle because of expediency. The sunk cost syndrome would cause us to fuel large incinerators to at least a minimum level of efficiency.

For these key reasons and a feeling we hold on the correctness of waste minimization and recycle, we have made the above recommendation.

Joe C. Kastner
Plant Engineer
Procter & Gamble
Jackson Tennessee

Jack Holloway
Vice President
Coca Cola Bottling
Jackson Tennessee

A restudy of the feasibility of an incineration/waste-to-energy program for Madison County is scheduled for the year 2000.

CHAPTER VIII
Disposal Capacity

CHAPTER VIII

Disposal Capacity

The current Jackson/Madison County Landfill has ample capacity to serve the Madison County Region for the next ten years and beyond. The estimated life span for the Class I fill site is approximately 30 years. The estimated life span for the Class III/Class IV fill site is approximately 20 years.

The amount of capacity available should be more than adequate to handle any new industrial or commercial generators. The County Commission has passed a resolution to prohibit the importation of waste from any other county or region. A copy of these resolutions is in Appendix D. These measures should ensure that the current waste disposal systems have ample capacity to serve this region well past the 10-year planning period.

Remaining disposal capacities will be continually monitored. When the estimated disposal facility life span is reduced to approximately five years, the County Commission through the Solid Waste Board will begin to evaluate plans for a new disposal and/or processing facility.

Table VIII-1
Projected Demand, Supply, Surplus, and Shortfall in Disposal Capacity for Madison County

Year	Demand: Waste Requiring Disposal (Tons)	Supply: Existing & Planned Capacity (Tons)	Surplus (+) (Tons)	Shortfall (-) (Tons)
1993	82,514	3,549,633	3,549,633	N/A
1994	90,017	3,459,616	3,459,616	N/A
1995	87,561	3,372,055	3,372,055	N/A
1996	87,157	3,284,898	3,284,898	N/A
1997	86,596	3,198,303	3,198,303	N/A
1998	85,847	3,112,455	3,112,455	N/A
1999	84,911	3,027,545	3,027,545	N/A
2000	83,765	2,943,780	2,943,780	N/A
2001	86,648	2,857,132	2,857,132	N/A
2002	89,615	2,767,517	2,767,517	N/A
2003	92,675	2,674,842	2,674,842	N/A

Table VIII-2
Regional Disposal Capacity: Potential Shortfalls or Surplus in Projection Years for the Madison County Region

Year	Projected Disposal Capacity (Tons)
1993	3,549,633
1994	3,459,616
1995	3,372,055
1996	3,284,898
1997	3,198,303
1998	3,112,455
1999	3,027,545
2000	2,943,780
2001	2,857,132
2002	2,767,517
2003	2,674,842

CHAPTER IX

Public Information and Education

CHAPTER IX

Public Information and Education

The goal of the Municipal Solid Waste Planning Region Board is to raise the awareness of the residents and workers of in Madison County to the benefits of reducing the amount of waste produced. When people begin to see the personal benefits of reducing waste volumes, they should be much more cooperative in working to reduce the amount of waste they produce. One of the key factors is educating people about the economic advantages of reduction/recycling to both the individual and the community.

The emphasis on education will first be aimed toward the area's industries through the coordinator between industry and the Solid Waste Board. Industry is the largest producer of solid waste in this region and source reductions on their part will yield the largest reduction to the Madison County waste stream. Ultimately, the private sector will have to provide the markets, technology and implementation for using recycled products. The proposed Madison County Solid Waste Reduction Coordinator and Educator will help to coordinate recycling efforts of area industries and businesses while providing information about available educational programs.

This coordinator will also help conduct training programs aimed at a target grade in the area schools (probably 4th or 5th grade). By providing an educational program for one grade level, all children will eventually be exposed to recycling/reduction information. Part of the job of the new coordinator will be to research educational programs available. The Municipal Solid Waste Planning Region Board has not sponsored any of these educational programs as yet. Therefore, the costs and exact methods to be employed are not yet known.

The annual Recycling Fair will also be a prime forum for providing education to the general public. The new coordinator will set up an information booth at the fair and will be on hand to answer questions. This fair should provide exposure for all segments of the community to available recycling technologies, as well as help answer the question, "What Can I Do?".

STAFFING

Staffing for Madison's educational program will consist solely of the new Solid Waste Reduction Coordinator and Educator until the job grows beyond what he can personally handle. His job description currently describes his time as two to three days per week with an annually salary of between \$15,000 and \$20,000. There are no plans at this time to add any additional personal to this staff. Help is expected from the industries and schools being served by the coordinator to work at their respective institutions. Educational efforts will be integrated into existing

programs where possible. This is especially true in the schools based programs where teachers may incorporate much of the recycling material into their existing educational programs.

Evaluation of the effectiveness of the programs will come from reduction data collected by the coordinator. He will report results of recycling/reduction efforts to the Municipal Solid Waste Planning Region Board and the County Health Officer.

CHAPTER X
Problem Wastes

CHAPTER X

Problem Wastes

HOUSEHOLD HAZARDOUS WASTE (HHW)

A collection day is currently held for county wide disposal of household hazardous waste materials on an as needed basis. In this State sponsored program a private contractor has been hired to collect and dispose of the waste collected during the day. A central location (probably the fairgrounds) is provide in the City of Jackson for all residents to bring their household problem wastes. The date and location for the collection is advertised several weeks in advance. Addition collection days will be planned based upon the amount of waste received during the previous collection day.

WASTE TIRES

The Jackson/Madison County Landfill currently accepts whole tires for collection and storage. These whole tires are stockpiled in an unused area of the demolition site until a sufficient quantity is obtained to call the State's contractor to shred the tires. There are currently no problems with having the tires shredded in a timely manner so that waste tires do not remain stockpiled for extended periods.

During the past fiscal year (July 1, 1992 to June 30, 1993) approximately 67668 tires were sold in Madison County. All waste tires received by the Jackson/Madison County Landfill were shredded before being placed in the Demolition site. Projections for the life of the Class III/Class IV site have included disposal capacity for shredded tires.

WASTE OIL

Disposal of waste oil in Madison County is currently provided by the private sector and the Madison County Region has no plans to take the collection and disposal role away from industry. The Municipal Solid Waste Planning Region Board is working with these stations to help publicize their collection of waste oil, and the Board also wants to encourage other oil producers/suppliers serving the area to provide similar services.

Currently, three (3) of the Exxon stations in the City of Jackson accept waste oil from the public.

LEAD ACID BATTERIES

The collection and recycling of lead acid batteries in Madison County is also handled by the private sector. Currently State law requires retailers of lead-acid batteries to accept used batteries for recycling. The Madison County Municipal Solid Waste Planning Region Board has no plans to change the system which now exists. Advertising of the need to recycle lead-acid batteries will continue to be accomplished through recycling education programs and public service announcements.

CHAPTER XI

Implementation: Schedule, Staffing and Funding

CHAPTER XI

IMPLEMENTATION: SCHEDULE, STAFFING AND FUNDING

A. SYSTEM DEFINITION

Madison County is a one county region. All residents of Jackson, TN are served by household pickup on a semi-weekly basis. Commercial pick-up is by contract with the City and, the frequency of collection is based on waste volume determined by the contract. All residents of Madison County outside the city limits are served by seven (7) solid waste convenience centers strategically placed throughout the County. An eighth convenience center is planned for opening during 1994.

All waste material collected in Madison County is transported to the Jackson/Madison County Landfill where it is routed to the appropriate processing area. Construction waste, shredded tires, landscaping waste, etc. is sent directly to the Class III/Class IV fill site. All brush, limbs, and like materials which can be turned into mulch are sent to the recycling center's tub grinder. This mulch is either sold by the recycling center or used to surface temporary landfill access roads. All other waste which does not have a special permit or which has not been previously processed by industry is routed to the recycling center.

The recycling center removes marketable recyclable materials. Material which cannot be recycled or diverted to alternate disposal sites is baled and sent to the Class I fill site. Wastes entering the gate, routed to the Class III/Class IV fill site, and routed to the Class I fill site are weighed separately to determine the amounts of materials being recycled or deposited at each location.

Source Reduction
2,970 tons/year
2.57%

Diversion
16878 tons/year
14.61%

Waste generation
115,491 tons/year
100%

Baled and
Landfilled
90,017 tons/year
77.94%

Recycling
5626 tons/year
4.87%

FIGURE XI-1 PROPORTIONAL WASTE FLOW DIAGRAM

BASED ON 1994 ESTIMATES

B. IMPLEMENTATION SCHEDULE

The implementation schedule for the 10-year planning period is displayed on the bar chart shown in Figure IV-1 in Chapter IV of this Plan.

C. STAFFING AND TRAINING REQUIREMENTS

There are no plans at this time to add personnel to the Jackson Sanitation Department or the Jackson/Madison County Landfill operations staff. It is anticipated that those currently employed will be able to continue to meet workloads. The staff currently in place has been trained and continues to attend State-sponsored training seminars and programs when available.

D. BUDGET

Detailed budgets have been prepared for the next ten years and are included as Figures V-1 through V-12 in Chapter V of this Plan. An annual inflation rate of 3.2% was used for each year to be consistent with the rate used in Chapter IV of the 1992 Solid Waste Needs Assessment.

CHAPTER XII

Allocation of Implementation Responsibilities: Plan Adoption and Submission

CHAPTER XII

Allocation of Implementation Responsibilities: Plan Adoption and Submission

**Certified copy of resolution by the County Commission adopting this
Municipal Solid Waste Regional Plan**

**Copy of the letter submitting this Municipal Solid Waste Regional Plan
to the Tennessee Department of Environmental Conservation, Division of
Solid Waste Management**

CHAPTER XIII

Flow Control and Permit Application Review

CHAPTER XIII

Flow Control and Permit Application Review

The County Commission has passed a resolution which bans waste from outside the Madison County Region. A copy of this resolution is included at the end of this Chapter.

No new solid waste facilities are planned within the ten year planning period covered within this document. The existing Jackson/Madison County Landfill has ample capacity to meet the needs of Jackson and Madison County well beyond the next ten years. Therefore, no procedures are listed herein to review new facilities.

RESOLUTION NO.

TO OPPOSED THE USE OF THE JACKSON-MADISON COUNTY LANDFILL BY SURROUNDING COUNTIES

WHEREAS, the Jackson-Madison County Landfill is being considered as a regional solid waste disposal site for certain surrounding counties; and

WHEREAS, the storage, transportation and disposal of solid waste at any landfill poses a potential threat to the health and safety of the public and to the quality of the environment; and

WHEREAS, an effective way to reduce this threat to the public and the environment is to reduce, rather than increase, the generation of solid waste; and

WHEREAS, any increase in the generation of solid waste will also reduce the capacity of the present landfill, require early closure and create a need for the siting of new disposal facilities; and

WHEREAS, new state and federal regulations mandate major financial responsibility and legal liability in the siting of new disposal facilities and the closing of existing facilities.

NOW, THEREFORE, BE IT RESOLVED by the Madison County Legislative Body meeting in regular session on the 18th day of May, 1992, that this body opposes the use of the Jackson-Madison County Landfill as a regional solid waste disposal site for surrounding counties.

BE IT FURTHER RESOLVED, that the county clerk is requested upon proper approval thereof, to immediately transmit a copy of this resolution to the council members of the City of Jackson, Tennessee.

HEREBY SUBMITTED BY MEMBERS OF THE MADISON COUNTY SOLID WASTE COMMITTEE:

R. Lacy Rose
Ed Williams
Arthur D. Johnson

True and Proper Copy
Freddie Pruitt
Madison County Clerk
This April 8, 1994

APPROVED:

ATTEST:

Dale Jamieson
County Executive

Freddie Pruitt
County Clerk

Motion was made by Commissioner R. Lacy, seconded by Commissioner Dale Jamieson that the above resolution be adopted.

ROLL CALL VOTE

See Next Page.

TABLE ABOVE MOTION

Motion was made by Commissioner Thomas Ray Turner, seconded by George Johnson to table the above motion.

MOTION TO TABLE FAILED

Roll Call Vote on Regional Land Fill

<u>VOTING AYE</u>	<u>VOTING NO</u>	<u>VOTING - PASSING</u>	<u>ABSENT</u>
Jimmy C. Arnold	Thomas Ray Turner	George R. Johnson	Lewis T. Bran
Claudell Brown, Jr.		Kapel Kirkendoll	
David N. Carter, Sr.		Bob Mitchell	
Harrell Carter		Gerry J. Neese	
Donna C. Collins		John Newman	
H. N. Elkins		Danny R. Waynick	
R. E. (Bobby) George			
Mary Nelle Hardee			
Robert H. Hardee			
Jim Ed Hart			
Dale Jamieson			
Arthur D. Johnson, Jr.			
William C. Martin			
Ernest L. Miller			
Mike Nichols			
R. Lacy Rose			
Sandra E. Silverstein			

MOTION CARRIED 17 - Aye; 1 - No; 6 - Passing; 1 - Absent.

AMEND 1991-1992 FISCAL YEAR BUDGET
(Copy Resolutions)

1. Juvenile Court Services
2. Sheriff's Department
3. Health Department (2)
4. Election Commission
5. Emergency Management
6. School Department (9)

Motion was made by Commissioner R. E. (Bobby) George that the above resolutions 1 thru 5 be approved, seconded by Commissioner Jim Ed Hart.

Motion Carried Voice Vote

Motion was made by Commissioner Jimmy C. Arnold, seconded by Commissioner

R. Lacy Rose that the Amendments dealing with the School Department be approved.

Motion Carried Voice Vote Commissioner Arthur D. Johnson, Jr. Voting No.

NOTARIES PUBLIC ELECTED

Pamela S. Baker	Helen F. Kilzer
Marie E. Bowman	Deborah G. Kuykendall
Lisa Williams Crow	Fred K. Lawrence, Jr.
Jo F. Crump	Rose Merriweather
Charles F. Emison	Linda K. Ross
William E. Haynes, III	Deborah C. Smith
Ann Hopkins	John E. Stanfill
Hope H. Hudson	Kris A. Zeller
Suzi Johnson	

Motion was made by Commissioner Jimmy C. Arnold, seconded by Commissioner

R. Lacy Rose that the above Notaries Public be elected.

Motion Carried Voice Vote

PART III
APPENDICES

APPENDIX A

Legal Documentation and Organization of the Region

**Certified copy of the resolution adopted by the
County Commission, establishing the region.**

RESOLUTION CREATING MADISON COUNTY'S
MUNICIPAL SOLID WASTE PLANNING REGION

WHEREAS, T.C.A. § 68-211-813 requires all county legislative bodies to establish solid waste regions and solid waste boards, and,

WHEREAS, Madison County, Tennessee shall comply with the law enacted by the State Legislature,

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

BE IT FURTHER RESOLVED, that pursuant to T.C.A. § 68-211-813(a)(2), that the Board of County Commissioners of Madison County, Tennessee, finds and determines that Madison County shall be and shall constitute a single county municipal solid waste region due to the following: the ability of Madison County to dispose of it's waste with it's one existing landfill and the ability to control the disposal and recycling of same; and

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

BE IT FURTHER RESOLVED, that this Municipal Solid Waste Region Board shall be composed of fifteen (15) members; and

BE IT FURTHER RESOLVED, that pursuant to T.C.A. § 68-211-813(b)(1), nine (9) Board members shall be appointed by the County Executive and approved by this Board of County Commissioners and, due to the fact that Jackson collects or provides disposal services through its own initiative or by contract, the City of Jackson shall have six (6) Board members appointed by the Mayor of Jackson and approved by the City of Jackson; and

BE IT FURTHER RESOLVED, that members of the Board of the Municipal Solid Waste Region shall serve a six (6) year term except that three (3) members appointed by the County Executive shall have a two (2) year term, that three (3) members appointed by the County

Executive shall have a four (4) year term, that three (3) members appointed by the County Executive shall have a six (6) year term, that two (2) members appointed by the Mayor of Jackson shall have a two (2) year term, that two (2) members appointed by the Mayor of Jackson shall have a four (4) year term, that two (2) members appointed by the Mayor of Jackson shall have a six (6) year term; and

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

BE IT FURTHER RESOLVED, that the Municipal Solid Waste Region Board, in furtherance of its duty to produce a municipal solid waste region plan, is authorized to apply for and receive funds from the State of Tennessee, the Federal Government, Madison County, Jackson, and donations and grants from private corporations and foundations; and

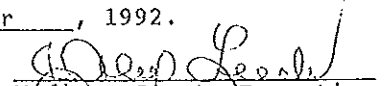
BE IT FURTHER RESOLVED, that Madison County shall receive, disburse, and act as the fiscal agent for the administration of the funds of the Municipal Solid Waste Region and the Region's Board; and

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

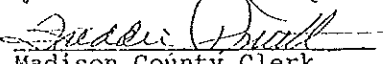
RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, TENNESSEE, this 21 day of December, 1992, the welfare of the citizens of Madison County requiring it.

Adopted this 21st day of December, 1992.

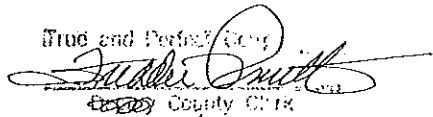
APPROVE


Madison County Executive

ATTEST


Madison County Clerk

True and Perfect Copy


County Clerk

This March 7, 1994

**Description of the administrative board
for the region**

Description of the Administrative Body for the Region

Madison County is governed by a County Commission which is the authority for solid waste management in the Madison County Region. The County and the City of Jackson share responsibility for the cost of operating the Jackson/Madison County Landfill. All the collection services inside the city limits are governed by the City. All convenience centers are funded solely by the County, and the County is responsible for permitting all private waste collectors operating outside of the city limits. The County Commission has appointed the Municipal Solid Waste Planning Region Board in accordance with the Solid Waste Act of 1991 for the purposes of researching solid waste management alternatives and bringing feasible recommendations to the County Commission for approval. The Solid Waste Planning Board has no authority to adopt or implement any solid waste management or operational plans. This board also reports its findings to the City of Jackson so that efforts may be coordinated between the City and County. The County Health Department has been charged with the responsibility for implementing the solid waste management programs adopted by the County Commission.

The County Commission is comprised of 25 members, 19 of which represent both city and county concerns. The Municipal Solid Waste Planning Region Board is comprised of 15 members. Six of the members represent the City of Jackson and the remaining nine members represent the rest of Madison County. The County Commission appointed a municipal solid waste planning region board in accordance with the Solid Waste Act of 1991.

Table A-1

**List of Members, including the jurisdiction
each represents, and term of office**

Madison County Commissioners

Table A-1 Madison County Commissioners			
Name	Term (Yrs.)	Committee	Office
Jimmy Arnold	4	6	Yes
Beverly Balley	4	2	Yes
Lewis Brantley	4	5	Yes
Claudell Brown, Jr.	4	5	Yes
David Carter, Sr.	4	2	Yes
Harrell Carter	4	1	Yes
Donna Cook	4	4	Yes
H. N. Elkins	4	4	Yes
Mike Evans	4	10	No
R. L. (Bobby) George	4	9	Yes
Mary Nelle Hardee	4	3	Yes
Robert Hardee	4	7	No
Jjim Ed Hart	4	8	No
Dale Jamieson	4	4	Yes
Arthur Johnson, Jr.	4	6	Yes
George Johnson	4	8	No
Kapel Kirkendoll	4	5	Yes
Bill Long	4	6	Yes
William Martin	4	1	Yes
Gerry Neese	4	2	Yes
John Newman	4	9	Yes
Mike Nichols	4	10	No
Joe Roland	4	9	Yes
Lacey Rose	4	7	No
Danny Waynick	4	3	Yes

DESCRIPTION OF THE MUNICIPAL SOLID WASTE PLANNING REGION BOARD

The Municipal Solid Waste Planning Region Board is comprised of 15 members. This board is divided into two sections: 1) a 9 member advisory group and 2) a 6 member planning group. Figure I-1 is a list of board members indicating their terms of office and on which committee they serve. The planning group is responsible for collecting data on the needs of the general public, industry, and government with regard to solid waste management. They also gather data on the feasibility of different disposal and recycling options. This data is then reported to the whole committee which is responsible for devising a plan to integrate the recommendations of the advisory committee into the region's solid waste program.

Public involvement is obtained through the representation of the County Commissioners, Advisory Board members, and public meetings.

Table A-2 Municipal Solid Waste Planning Region Board Appointed June, 1993			
Name	Term (Yrs.)	Committee	Office
Treva Avery	4	Planning	
John Bannister	4	Planning	
Vera Brooks	2	Advisory	
William Deberry	4	Planning	Vice-Chairman
William L. Earny, Jr.	4	Advisory	
Dr. Tony Emison	6	Planning	
James R. Hill	6	Advisory	
David Horton	4	Advisory	
Leslie W. Johnson, Jr.	2	Advisory	
Joe Kastner	5	Planning	
Thomas H. Lovelace	6	Advisory	
John Newman	6	Advisory	Chairman
Opal Person	2	Advisory	
Mary Tyler	2	Advisory	
Fred Williams	2	Advisory	Secretary

- II.** To assure that the municipal solid waste region is complying with other provisions of the Solid Waste Management Act of 1991, please submit letter(s), signed by the appropriate County Executive and Mayors in the region, certifying that each jurisdiction has complied with the financial accounting requirements of T.C.A. 68-31-874(a), as amended. For municipalities, the letter of certification should indicate the name of the special revenue fund established by that city.

APPENDIX B

Documentation for Adjustments to the Base Year Generation

No adjustments to the Base Year Generation were used. Therefore, no information is provided in this Appendix.

APPENDIX C
Public Participation Activities

Appendix C

**Madison County Municipal Solid Waste
Planning Board Meeting Minutes**

July 14, 1993

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, JULY 14, 1993

Members present: John Newman
Vera Brooks
John Bannister
Dr. Tony Emison

Mr. John Newman called the meeting to order and the minutes from the previous meeting were accepted.

Mr. Newman recommended that election of a chairperson and other officers be postponed until more members were present. He then shared information outlining the task of the committee indicating areas where research and study had been done as well as those deserving further study.

It was further discussed by the members present, that for the committee to develop a 10 year plan as required by the law it would require a great deal of work and research. This could likely be achieved easier by smaller group (no more than 5) made up of committee members. Ms. Vera Brooks made the motion that the chairman bring a recommendation of 5 members of the committee to serve on the sub-committee. The motion was seconded by Mr. John Bannister with all members present being in favor of the motion.

Mr. Newman then discussed the requirement for formation of a Solid Waste Advisory Committee. Information was also shared with the committee concerning the availability of a planning grant as well as the use of a private consultant to actually prepare the plan.

The time and place for the next meeting was set for August 5, 1993 at 7:00 p.m. in the conference room at the Jackson-Madison County Health Department, 745 W. Forest Ave. with refreshments being available at 6:00 p.m.

Mr. Newman and Ms. Brooks stressed the importance of having good attendance at these meetings.

Officers will be elected at the next meeting.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, JULY 14, 1993

Members present: John Newman
Vera Brooks
John Bannister
Dr. Tony Emison

Mr. John Newman called the meeting to order and the minutes from the previous meeting were accepted.

Mr. Newman recommended that election of a chairperson and other officers be postponed until more members were present. He then shared information outlining the task of the committee indicating areas where research and study had been done as well as those deserving further study.

It was further discussed by the members present, that for the committee to develop a 10 year plan as required by the law it would require a great deal of work and research. This could likely be achieved easier by a smaller group (no more than 5) made up of committee members. Ms. Vera Brooks made the motion that the chairman bring a recommendation of 5 members of the committee to serve on the sub-committee. The motion was seconded by Mr. John Bannister with all members present being in favor of the motion.

Mr. Newman then discussed the requirement for formation of a Solid Waste Advisory Committee. Information was also shared with the committee concerning the availability of a planning grant as well as the use of a private consultant to actually prepare the plan.

The time and place for the next meeting was set for August 5, 1993 at 7:00 p.m. in the conference room at the Jackson-Madison County Health Department, 745 W. Forest Ave. with refreshments being available at 6:00 p.m.

Mr. Newman and Ms. Brooks stressed the importance of having good attendance at these meetings.

Officers will be elected at the next meeting.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, JULY 14, 1993

Members present: John Newman
Vera Brooks
John Bannister
Dr. Tony Emison

Mr. John Newman called the meeting to order and the minutes from the previous meeting were accepted.

Mr. Newman recommended that election of a chairperson and other officers be postponed until more members were present. He then shared information outlining the task of the committee indicating areas where research and study had been done as well as those deserving further study.

It was further discussed by the members present, that for the committee to develop a 10 year plan as required by the law it would require a great deal of work and research. This could likely be achieved easier by a smaller group (no more than 5) made up of committee members. Ms. Vera Brooks made the motion that the chairman bring a recommendation of 5 members of the committee to serve on the sub-committee. The motion was seconded by Mr. John Bannister with all members present being in favor of the motion.

Mr. Newman then discussed the requirement for formation of a Solid Waste Advisory Committee. Information was also shared with the committee concerning the availability of a planning grant as well as the use of a private consultant to actually prepare the plan.

The time and place for the next meeting was set for August 5, 1993 at 7:00 p.m. in the conference room at the Jackson-Madison County Health Department, 745 W. Forest Ave. with refreshments being available at 6:00 p.m.

Mr. Newman and Ms. Brooks stressed the importance of having good attendance at these meetings.

Officers will be elected at the next meeting.

Appendix C

**Madison County Municipal Solid Waste
Planning Board Meeting Minutes**

August 5, 1993

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, AUGUST 5, 1993

Members present: John Newman
Thomas Lovelace
Bill Earney
Joe Kastner
William Deberry
Opal Person
Treva Avery
John Bannister
David Horton

Joe Kastner called the meeting to order. The minutes from the previous meeting were reviewed by the committee. The motion was made by John Newman to accept the minutes, seconded by Thomas Lovelace and approved unanimously.

Mr. Kastner then began the process to select officers. Mr. Lovelace made the motion to elect John Newman as Chairman, the motion was seconded by Bill Earney and approved unanimously. William Deberry was nominated as Vice-Chairman, Mr. Lovelace moved nominations cease, the motion was seconded by Dr. Tony Emison and approved unanimously. Fred Williams was nominated as Secretary/Treasurer, Mr. Deberry moved that nominations cease, the motion was seconded by Mr. Newman and Mr. Williams was elected unanimously.

Mr. Kastner then explained that regulations required all counties to have a Solid Waste Planning Board to establish a 10 year solid waste plan. It is also required that the Board appoint an Advisory Committee with the duties of this committee not described in the law.

Mr. Kastner then said that it might be helpful if the committee select 5 members to be on a planning committee to look at new technology as well as implementation of the plan. Then the balance of the committee members could form the advisory committee to educate communities and handle public relations.

Mr. Newman stated that the board will remain the same with the entire 15 members still in charge of the mission. Mr. Kastner stated that the planning committee may put a plan together but it would still have to be approved by the board as a whole.

Mr. Kastner said that 4 members had volunteered to serve on the planning committee, Treva Avery, William Deberry, Dr. Tony Emison and Joe Kastner. He then asked for one volunteer. John Bannister volunteered his services to the committee.

Mr. Deberry moved to approve the five that had volunteered to serve on the planning committee with the balance of the board

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, AUGUST 5, 1993

members forming the advisory committee, the motion was seconded by Mr. Bannister and approved unanimously.

Mr. Newman said that he felt each subcommittee should furnish minutes of there meeting to the entire board as well as notice of meetings. All meeting should be open to all committee members. He felt this would keep everyone well informed on progress.

Mr. Karl Pacarek informed the committee that the state had several speakers available to share information on different aspects of the solid waste planning process.

Mr. Kastner then reviewed the requirements for the planning grant. He informed the committee that the board must appoint a financial officer and that Mr. Fred Williams had offered to serve as such. Mr. Bannister moved to approved Mr. Williams as financial officer, the motion was seconded by Mr. Deberry and was approved unanimously.

Mr. Kastner then called on the Jaycees to inform the committee of the "Blue Bag Recycling" program (please see attachment).

Mr. Kastner thanked the Jaycees for sharing this information.

It was then decided that the planning committee would meet on Monday, August 16, 1993 at the Health Department Conference Room.

Appendix C

Madison County Municipal Solid Waste Planning Board Meeting Minutes

August 16, 1993

MINUTES

The Subcommittee for the Jackson-Madison County Solid Waste Committee met on Monday August 16, 1993 at 1:30 p.m. at the Jackson-Madison County Health Department. Committee members present were Mr. Joe Kastner, Mrs. Treva Avery, and Mr. William Deberry. Also present were Dr. Tony Emison, Wilbur Bailey, and Stephen Bell with the Jackson-Madison County Health Department.

Mr. Kastner began the meeting with a brief summary of the different parts of the Municipal Solid Waste Regional Plan. He stressed to those present that chapters II, III, and IV, would probably comprise the bulk of the plan. These chapters concern the current solid waste management system for the region, growth trends, waste projections, and waste reduction plans. He also suggested that the subcommittee prepare an outline to be used for the bid process in securing an engineering firm to help in development of the region's long range solid waste plan.

The subcommittee also reviewed a proposed budget for a grant to be used for the committee expenses in developing the Jackson-Madison County Solid Waste Plan. The breakdown of those expenditures is as follows:

Salaries/Benefits -	0
Consulting Services -	9,500
Travel -	2,500
Printing/Duplicating -	2,000
Communication -	200
Supplies/Materials -	800

TOTAL \$15,000

A discussion of the bid for consulting services followed with Mr. Bailey pointing out that engineering did not have to be put out for bid as do purchases of materials and equipment. He also stated that to date, no local consulting firm had called or contacted the city about

work on this plan. After more discussion, it was decided to provide TLM & Associates and Grace & Associates with copies of the plan and invite each to attend a committee meeting to give their presentations or proposals for work on the long range plan.

Dr. Emison will contact Dennis Henderson with TLM and invite him to attend the next scheduled meeting of the committee. Grace and Associates will be invited to a later meeting.

Mr. Deberry agreed to contact Mr. Fred Williams, financial officer for the committee, to get his signature on the grant application. He will then return it to Mr. Bailey for submittal.

The remainder of the meeting was spent determining what information was already available through various sources such as the Southwest Tennessee Development District and Health Department offices and what information would have to be developed through the consulting firm to complete the region's plan. Chapters I through IV were completed in this meeting.

It was decided that the minutes from this subcommittee meeting would be mailed to all members of the Solid Waste Committee.

The meeting was then adjourned.

Respectfully submitted,

Stephen Bell

Appendix C

Madison County Municipal Solid Waste Planning Board Sub-Committee Meeting Minutes

September 13, 1993

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, SEPTEMBER 13, 1993

Members present: Joe Kastner
John Bannister
William Deberry
Dr. Tony Emison

In the beginning of the meeting Dr. Emison shared a proposal from Grace Engineering to prepare the Solid Waste Plan. Their proposal stated the minimum fee would be \$10,000 with a maximum of \$25,000.

Mr. Kastner said that if the only consideration was experience, Grace Engineering should be strongly considered. However considering the price difference between their proposal and the one from TLM Inc., Mr. Bannister and Mr. Deberry felt the Sub-Committee should consider recommending TLM Inc. It was the consensus of the members present to recommend securing the services of TLM Inc. to complete the plan.

Dr. Emison then shared a rough draft of specifications for a Recycling Coordinator/Educator. Mr. Kastner recommended the title of the position be Solid Waste Reduction Coordinator / Educator. Discussion continued concerning a job plan and how to measure progress. Mr. Bannister discussed the possibility of performance incentives. Dr. Emison stated that this position should be filled with a contract employee and it was the consensus of the committee that the coordinator/educator work under the direction of the Jackson-Madison County Health Officer. Mr. Kastner said the duties should include setting reduction goals, finding markets, identifying reuse opportunities and waste elimination. Also the tracking of progress should be done on a monthly basis.

Dr. Emison then discussed changes that would have to be made in the grant application. Dr. Emison will meet with Gary Ligon to establish an acceptable manner to handle the funds and John Newman will have to sign the grant application.

Then the meeting was opened for discussion to identify items that should be considered (page 32, item E.) to prepare a composite 10-year implementation schedule for these strategies, with intermediate milestones that can be used to measure the county's progress toward achieving statewide waste reduction goals. The items mentioned are as follows:

- * mulch
- * waste oil
- * tires
- * batteries
- * public awareness
- * education of school children
- * media
- * medical waste

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, SEPTEMBER 13, 1993

- * countywide pickup
- * roadside dumping
- * export waste
- * dead animals
- * solid waste convenience centers
- * composting
- * waste to energy
- * incineration
- * sort and recycling
- * blue bags
- * green bags
- * other bags
- * curb side recycling
- * reduction by business and industry
 - a. voluntary
 - b. mandatory
- * hazardous waste
 - a. household
 - b. other
- * public education

The time for the next meeting was set for Monday, September 20, 1993 at 3:00 p.m. in the conference room at the Jackson-Madison County Health Department.

The meeting was adjourned.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, AUGUST 23, 1993

Members present: Joe Kastner
John Bannister
William Deberry
Dr. Tony Emison

Mr. Kastner began the meeting by introducing Terry Drumwright from TLM Associates, an engineering firm based in Jackson, Tennessee. Mr. Drumwright said that his firm would prepare the 10 year solid waste plan on a per hour basis with the price not to exceed \$10,000 dollars.

Mr. Kastner then continued to review the GUIDELINES FOR PREPARATION OF A MUNICIPAL SOLID WASTE REGIONAL PLAN, assigning parties responsible for gathering the information required.

It was then discussed among the committee members if they should request a proposal from Grace Engineering and it was the consensus of the group to do so. Mr. Kastner and Dr. Emison agreed to set up a meeting with their firm.

The time for the next meeting was set for 3:00 P.M. on August 30, 1993.

Appendix C

**Madison County Municipal Solid Waste
Planning Board Meeting Minutes**

October 14, 1993

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, OCTOBER 14, 1993

Members present: John Newman
Bill Earney
Joe Kastner
William Deberry
Trevva Avery
John Bannister
Dr. Tony Emison
Vera Brooks

Mr. John Newman called the meeting to order and stated that he would like for the committee to act on every item possible. Mr. Newman then asked for Mr. Joe Kastner to report on the progress of the sub-committee.

Mr. Kastner stated that the sub-committee had accomplished the following :

1. A complete review of the state guidelines for preparing the plan identifying the scope of work and where the information necessary for preparing the plan will come from.
2. Conducted a review of consultants that would be capable of preparing the plan as well as selecting TLM Inc. as their choice to recommend to the full committee.
3. Filing an application for the planing grant made available through the state.
4. Developed recommendations on hiring a recycling coordinator.
5. Completed study of the present situation and identified future directions

The full committee then considered the issue of consultants to prepare the plan. Mr. Kastner then explained that the sub-committee had evaluated proposals from Grace Engineering and TLM Inc. Both firms appeared to be capable of preparing the plan with Grace having more experience. The greatest difference in the two firms was the price with TLM submitting a price of no less than \$5,000 not to exceed \$10,000 and Grace submitting a price of no less than \$15,000 not to exceed \$25,000. Ms. Vera Brooks questioned the significant price difference. Mr. Newman then stated that he wanted to make sure the selection process was acceptable to Madison County. Mr. Wilbur Bailey said he would review the process with Mr. Bill Vinson the county purchasing agent. Mr. John Bannister said the biggest difference to him was the price. Mr. William Deberry stated that the price would also be

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, OCTOBER 14, 1993

dependent on the amount of information provided. Mr. Newman then asked if there were any other questions concerning the proposal that had been submitted. Then on behalf of the sub-committee Mr. Kastner made the motion to select TLM to prepare the plan. The motion was seconded by Mr. Deberry and was approved unanimously.

Mr. Kastner then discussed the County's present situation and possible future directions. In the area of recycling the following was discussed: glass containers, waste automotive fluids, batteries, sort and recycle centers, convenience centers and waste separation by citizens. As for source reduction the following items were mentioned: business and industry voluntary reduction, recommend packaging changes and legislation, divert tires and public education. The following items were also discussed: household hazardous waste, compost, medical waste, incineration, dead animals and the landfill operation. Mr. Newman then asked if there were any questions regarding the sub-committee's report. He then commended them for a job well done. He also stated that he agreed with the content of the plan submitted. Mr. Newman then made the motion that the full committee approve the sub-committee's recommendation in its entirety. The motion was seconded by Mr. Bannister and approved unanimously.

Mr. Kastner then identified the parts of the plan which would be the responsibility of the Advisory Committee.

Mr. Newman then reviewed the application for the planning grant.

Mr. Newman then requested a review of the job description for a recycling coordinator from Dr. Tony Emison. Mr. Newman then asked what prompted the recommendation to hire a recycling coordinator. Mr. Bailey then reviewed the history of this recommendation going back to the original Jackson/Madison County Solid Waste Study Committee. Mr. Newman then asked about funding for the position and Mr. Bailey said the position should be joint city and county with possible funding coming from recycling grants. Following much discussion of the recycling coordinator position Mr. Deberry moved that the committee recommend to the City and County that a recycling coordinator be hired. The motion was seconded by Ms. Brooks and approved unanimously.

Dr. Emison and Mr. Bailey said they would speak to the City and County Mayors concerning this recommendation.

Ms. Treva Avery asked if the position should be advertised. Mr. Newman stated that the position should be advertised and all qualified applicants considered. Mr. Deberry requested that a short list of the applicants be presented to the committee for consideration.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
MEETING MINUTES, OCTOBER 14, 1993

Mr. Kastner then moved that the meeting adjourn which received a second being approved unanimously.

Appendix C

**Madison County Municipal Solid Waste
Planning Board Meeting Minutes**

October 21, 1993

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, OCTOBER 21, 1993

Members present: Joe Kastner
William Deberry
Treva Avery
David Horton
Dr. Tony R. Emison

Mr. Kastner began the meeting with an announcement of an upcoming meeting to be held by the University of Tennessee, on December 1, 1993 at the West Tennessee Center for Agricultural Research located at 605 Airways Blvd., Jackson Tennessee. The meeting will address legal and financial issues related to Solid Waste Management. A copy of the agenda and registration form will be included with the minutes of this meeting.

Mr. Kastner then reviewed the progress of the Sub-Committee thus far. The purpose of this meeting is to determine areas requiring further attention from the committee and what information is necessary for TLM Inc. to complete the plan.

Further discussion by the group determined that the Health Department has the information needed for TLM to complete the plan (equipment, manpower, new facilities, etc.).

Following further review of the requirements to develop the plan the committee decided to meet with TLM and provide the information and details necessary to prepare the final plan for presentation to the state.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, OCTOBER 1, 1993

Members present: Joe Kastner
William Deberry
Treva Avery

The committee completed the task of designating a time of implementation to the following categories: source reduction, recycle, compost, waste/energy and landfill. After completing this the meeting was adjourned and it was decided not to have another meeting until the full committee met.

The time for the next meeting was set for Thursday, October 21, 1993 from 2-3:30 P.M. at the Health Department Conference Room.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING REGION
BOARD MEETING ANNOUNCEMENT

To: Members of the Municipal Solid Waste Planning Board

Re: Annoucement of Meeting

Date: October 14, 1993

Time: 6:30 P.M.

Location: Jackson-Madison County Health Department
Conference Room

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, SEPTEMBER 20, 1993

Members present: Joe Kastner
John Bannister
William Deberry
Treva Avery
Vera Brooks

The committee spent the majority of its time placing the items listed in the last meeting into the following categories: source reduction, recycle, compost, waste/energy and landfill. After completing this the committee began designating a time each item should be implemented in the next 10 years.

The time for the next meeting was set for Friday, October 1, 1993 from 3-4:30 P.M. at the Health Department Conference Room.

MADISON COUNTY MUNICIPAL SOLID WASTE PLANNING BOARD
SUB-COMMITTEE MEETING MINUTES, AUGUST 30, 1993

Members present: Joe Kastner
John Bannister
William Deberry
Dr. Tony Emison

Mr. Kastner began the meeting with discussion about meeting with a representative from Grace Engineering concerning the Jackson-Madison County Solid Waste Plan. Dr. Emison and Mr. Kastner will meet with a representative from their firm on September 1, 1993.

The sub-committee then completed reviewing the GUIDELINES FOR PREPARATION OF A MUNICIPAL SOLID WASTE REGIONAL PLAN defining the sources of information to be utilized.

The next meeting of the sub-committee will be Monday, September 13, 1993 at the Jackson-Madison County Health Department conference room.

APPENDIX D

**Exports, Imports,
Inter-Regional Contracts**

**Waste Disposal Contract
City of Jackson, Tennessee/
Waste Management of Jackson, Inc.**

WASTE DISPOSAL CONTRACT

CITY OF JACKSON, TENNESSEE / WASTE MANAGEMENT OF JACKSON, INC.,
DIVISION OF WASTE MANAGEMENT, INC.

EXECUTION COPY

_____, 1985

WASTE MANAGEMENT OF TN-JACKSON

C O N T R A C T

THIS AGREEMENT made and entered into this 1st day of August, 19 85, by and between WASTE MANAGEMENT OF JACKSON, INC. and WASTE MANAGEMENT, INC., hereinafter referred to as "Contractor" and THE CITY OF JACKSON, TENNESSEE, hereinafter referred to as "City":

W I T N E S S E T H :

WHEREAS, The City of Jackson, Tennessee requires and provides within such City universal garbage and refuse collection, both residential, commercial and industrial, and desires to contract with the Contractor for the collection, removal and disposal of garbage and refuse within the City and the Contractor is willing to perform such services and represents itself to be qualified and capable of performing same; and

WHEREAS, the parties hereto desire to reduce the agreement between the parties into written contract form:

IT IS, THEREFORE, contracted and agreed, covenanted and warranted between WASTE MANAGEMENT OF JACKSON, INC. and WASTE MANAGEMENT, INC., the "Contractor" and THE CITY OF JACKSON, TENNESSEE, the "City", as follows:

ARTICLE I

SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect all garbage and refuse, as hereinafter defined, from all residential, commercial, apartment and industrial locations within the corporate limits of the City of Jackson, Tennessee; transport said collected garbage and refuse to the designated disposal location; and perform all other work or services incidental to refuse collection and disposal services in strict accordance with the Universal Garbage Ordinance of The City of Jackson, Tennessee, and in strict accordance with the terms and provisions of this Contract.

This work shall be commenced on August 1, 1985 and shall be completed on July 31, 1990, unless terminated sooner in accordance with the terms of this Contract.

In performance of this Contract, the Contractor binds itself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE II

DEFINITIONS

Whenever the following terms occur in this Contract they shall have the meaning hereinafter given:

City	The City of Jackson, Tennessee
Contractor	Waste Management of Jackson, Inc. and Waste Management, Inc.
Residence	Structure located within the City of Jackson, housing not more than seven family units.
Apartment-Condominium	Structure located within the City of Jackson, housing more than seven family units.
Industry	Manufacturing plant within the City of Jackson, Tennessee.
Commercial Business	All places of business located within the City of Jackson, Tennessee, except manufacturing plants, including "trailer courts" consisting of eight (8) or more units.
Garbage	Food waste products, ashes, residue from fires, and refuse, waste paper, rags, cast-off clothing, crockery, bottles, tin cans, yard trimmings, weeds, leaves and similar materials that may be broken up and placed in waste receptacles so that the cover may be tightly closed, excluding trash and radioactive, pathological, volatile, hazardous waste, or other waste which cannot be lawfully disposed of in a landfill.
Refuse	Any combination of garbage, ashes and rubbish.
Standard Container	A water-tight receptacle or metal container with handles or bails with tight fitting cover, weighing not more than 35 pounds empty and having a capacity of not more than 32 gallons, and which will not weigh more than 75 pounds when filled.
Plastic Bag	A bag made of plastic approximately 2 feet in diameter and 4 feet in length and of sufficient strength to contain the weight of the

Special Waste
Receptacle

contents without splitting, such bags must be securely tied.

A square or round type container with a swing type cover and removable inner container.

Commissioner

Commissioner of Streets, Health and Sanitation and Public Improvements of the City of Jackson.

Trash and
Bulky Waste

Loose brush, loose limbs, furniture, appliances, large machines, and similar items, excluding loose leaves. (Professional tree trimmers and contractors will be required by City Ordinance to pick up their own trash and bulky waste and dispose of same, in accordance with City Ordinance.)

ARTICLE III

PAYMENT

1. As consideration for performing all work and services necessary for the collection of garbage, trash and refuse from residences, the City agrees to pay the Contractor and the Contractor agrees to accept from the City as full payment for such service monthly sums computed by multiplying the sum of Six and 48/100 Dollars (\$6.48) times the number of residential units served by the Contractor.

2. The initial determination of number of residential units shall be made as of the date of this contract and such number shall prevail for the ensuing year. Annually the number of residential units served shall be redetermined to prevail during the succeeding year. The only exception shall be in the case of annexation by the City, as provided by Article VIII.

3. As consideration for performing all work and services necessary for the collection of garbage, trash and refuse from commercial and industrial locations, including apartments and trailer courts, ~~the City agrees to pay the Contractor and the Contractor agrees to accept from the City as full payment for such service monthly sums, including rentals, determined in accordance with the unit prices set forth in Article XXV herein.~~

4. Payment for services to residential units will be made

monthly within ten (10) days following the end of such month. Payment for services to commercial and industrial locations will be made monthly within ten (10) days following receipt of acceptable itemized and certified invoices for services rendered to such locations by the Contractor. ~~The City of Jackson will make the collection provided in the Ordinance to be paid by the users of such service.~~ (It will be the responsibility of the Contractor to establish a system of accounting subject to the approval of City Auditors to support the billing for such service to the City.)

5. It is agreed between the parties that at the end of each two (2) years of this Contract, or any renewal thereof, the price per residential unit and the unit prices for commercial and industrial locations set forth on the attached Schedules of Quantities, Prices and Container Charges shall be adjusted upward or downward from the price prevailing at the beginning of the two (2) year period, as the Producers price index established by the Department of Labor of the United States of America for the first available month prior to the beginning of the two (2) year period, changes percentage-wise from the Producers price Index established by such agency for the first available month prior to the end of the two (2) year period, said adjusted price to prevail for the next ensuing two (2) years of this contract.

6. Upon completion of this Contract, the Contractor must furnish evidence to satisfy the City that all materials used, all equipment used and purchased, and all labor and other employees working for the Contractor under this Contract have been paid in full.

ARTICLE IV
PERFORMANCE BOND

The Contractor covenants and agrees to furnish to the City a Performance Bond issued by a corporate surety satisfactory to the City of Jackson, said bond to be conditioned that the Contractor shall promptly and faithfully perform this contract and to be in the penal sum of One Million Dollars (\$1,000,000) per contract year.

This bond is a material and inducing part of this contract and must be kept in full force and effect.

ARTICLE V

MATERIAL AND LABOR BOND

The Contractor agrees to furnish at its expense a Material and Labor Bond with good and sufficient corporate surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payment to persons or firms supplying it with labor, material, equipment, fuel or supplies in the prosecution of the work required to be done under this contract or any amendment or extension thereof, such bond shall be for the terms of this contract and the form and conditions of such bond shall be subject to the approval of the City.

ARTICLE VI

DELAYS, DAMAGES

If the Contractor refuses or fails to comply with the terms of this Contract and such failure continues for more than thirty (30) days after written notice thereof to the Contractor and bonding company, the City may terminate its right to proceed. In such event, the City by notice may require the bonding company to fully perform and complete the work in the manner required by the contract. If the bonding company does not take over such contract work within three (3) days following notice, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and its bonding company shall be liable to the City for any excess cost occasioned thereby. If the Contractor's right to proceed is so terminated, the bonding company or the City may take possession of all of the Contractor's materials, tools, appliances, plant, and equipment for use in carrying out the purposes of this contract until the City and/or bonding company is able to obtain other equipment, material, tools, appliances and plant for such purposes.

ARTICLE VII

INSURANCE

The Contractor shall maintain policies providing the insurance protection set out hereinafter, each policy containing a requirement that, in the event of change or cancelation, twenty (20) days prior written notice be sent by registered mail to the Mayor of the City of Jackson. A Certificate of Insurance describing the coverage shall be furnished by the Contractor annually and shall contain appropriate wording to the effect that the policies described cover the Contractor's operation under the Contract. On the General Liability Policy and the Vehicle Policy the City of Jackson, Tennessee, its agents, officers and servants shall be listed as additional insureds.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

ARTICLE VIII

ADDING OR DELETING LOCATIONS FOR SERVICE

1. The City may at any time for good cause by written order, and without notice to the sureties, add or delete locations listed for servicing. If the City annexes new areas to the City, the number of residences shall be increased in computing monthly payment for services to be paid Contractor by City and Commercial and Industrial locations shall be increased in computing monthly payments for services to be paid Contractor by the City.

2. The City may also at any time by written order, and without notice to the sureties, make changes in, and additions to provisions and schedules under the Contract within the general scope thereof and/or in the nature of the work to be performed, provided that any changes which are material must first be approved in writing by the Contractor. ~~If such changes cause a material increase in the costs of the work and services under this Contract, the Contract shall be modified accordingly.~~ Any claim for adjustment by the Contractor under this provisions must be asserted within ten (10) days from the date such change is ordered.

ARTICLE IX

CONDUCT OF OPERATION

1. The Contractor shall conduct his operation so as to interfere as little as possible with the public use of roads, walks and entrances to structures, and shall do everything reasonably possible to make sure that at least one (1) lane of traffic is left open.

2. All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon City or privately owned premises. The Contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operation on premises of third persons.

3. In the event the City finds it necessary to defend itself in court from claims brought alleging the negligence or nonperformance of the Contractor, his employees or agents, the Contractor shall reimburse the City for all reasonable attorney fees and expenses incurred as a result of having to defend such suit.

ARTICLE X

PERMITS AND LICENSES AND COMPLIANCE WITH LAWS

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain the same in

full force and effect. The Contractor and its agents and servants shall comply with all Federal, State and Local Laws and Ordinances.

ARTICLE XI

DISPOSAL OPERATIONS AND CHARGES

1. All refuse collected by the Contractor for disposal shall be hauled to the City Landfill located on U.S. 70 East, 1/4 mile southeast of Betty Holland Road Exit or other disposal site or sites designated by the City. If any new disposal site is designated by the City outside of the circumference of a circle having a radius of seven (7) miles measured from the northeast corner of the City Square in which is located the Madison County Courthouse, a price adjustment will be made to compensate the Contractor for the increased distance.

2. The charge for all residential, commercial and industrial refuse deposited in the landfill or other disposal site designated by the City shall be \$11,500.00 per month. The monthly charge shall be adjusted upward or downward each time the adjustment of price per residential unit and the unit prices for commercial and industrial collection is adjusted under the Article III, Paragraph 5 of this contract, such adjustment to be based upon the same percentage increase or decrease as the price adjustment is made under such contract provision.

3. When servicing commercial and industrial accounts outside the realm of the contract between the City and the Contractor where the Contractor disposes of such waste in the City landfill, the Contractor shall pay for such privilege the following charges:

Loose garbage and refuse \$.50 per cu. yd.

Compacted garbage and refuse \$1.00 per cu. yd.

4. Excluding all City-operated trucks, others using the City Landfill for disposing of commercial and industrial garbage and refuse will be charged an amount not less than that being charged the Contractor, pursuant to Sub-Section 3 above.

ARTICLE XII

SUPERVISION OF WORK AND EMPLOYEES

1. The Contractor shall provide a full-time resident foreman or superintendent to be in charge of the work done by Contractor under this Contract, said foreman or superintendent to be someone experienced in this line of work, with authority to act on behalf of the Contractor.

2. The Contractor agrees and covenants that supervision will be maintained over its employees to the end that said employees are neat in appearance, courteous in demeanor, and as quiet as is consistent with their duties. The Contractor agrees to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his duty, subject to any collective bargaining agreement the Contractor might enter into.

ARTICLE XIII

INSPECTION

All services rendered by Contractor under the Contract shall be subject to City inspection, at any and all times during the term of this Contract. The City shall have the right to reject defective workmanship and services and to require their correction. Missed pickups shall be included in the Definitions of Defective Workmanship. Rejected workmanship and/or services shall be satisfactorily corrected without additional charge therefor. If the Contractor fails to proceed to correct such defective workmanship or services, as hereinafter provided for, the City may assess the appropriate penalty provided for hereinafter, if failure is not corrected as provided in Article XXI.

ARTICLE XIV

FACILITIES

1. The Contractor shall maintain an office in the City equipped with telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the inspector between the hours of 7:00 a.m. and 5:00 p.m., Mondays through noon Saturdays, excluding mutually approved holidays.

Moreover a system of communication shall be established whereby the Contractor can be contacted in case of emergency twenty-four hours per day. Radio communication between trucks and office will be provided for.

2. The Contractor shall maintain garaging and maintenance facilities for all equipment in a condition acceptable to the City insofar as zoning, traffic and nuisance consideration are concerned.

3. The Contractor shall at all times keep the storage area and the premises used by it free from accumulations of waste materials and rubbish, and prior to completion of the work shall remove any waste materials and/or rubbish from and about the premises. Upon completion of the work, the Contractor shall leave the storage areas and premises in a condition satisfactory to the City.

4. Should a transfer station be contemplated, plans therefor shall be approved by the City prior to beginning of construction. The transfer station shall be adequate to withstand normal use; shall be so constructed that no littering will result; shall be easily cleaned; and shall be free of rodent harborage and odor.

ARTICLE XV

EQUIPMENT, WASHING AND CLEANING EQUIPMENT

1. All trucks and bodies for collecting and emptying garbage and refuse shall be new, heavy-duty equipment, of a type acceptable to the Commissioner, at the beginning of this contract, of a standard recognized design, constructed and equipped for the specific purpose of collecting garbage and refuse. All "back-up equipment" shall be new, heavy-duty equipment, except temporary equipment may be used not longer than three (3) weeks duration in case of emergency. All equipment used by the Contractor shall be painted a uniform color which provides for good visibility, shall be equipped with warning lights and the name of the Contractor shall be prominently displayed thereon. Contractor shall not use a firm name or

trade name containing the words, "City", or "Jackson" or any other words implying municipal ownership, except Contractor may use name Waste Management of Jackson, Inc.

2. Trucks, compactors, and other equipment used for collecting garbage and refuse shall have a tightly closed body to keep to a minimum the nuisance of leakage and odors.

3. The Contractor shall maintain equipment and facilities for washing and cleaning its equipment and shall maintain all trucks and other equipment in a clean and sanitary condition at all times. The interior of each body shall be washed and cleaned regularly. All equipment shall be well painted at all times so as to present a pleasing appearance.

ARTICLE XVI

COMPLIANCE WITH CITY ORDINANCES AND REGULATIONS

The Contractor shall comply with all present or future public health and sanitary regulations of the City. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the City. If any changes in Regulations or Ordinances result in an increase of costs of performing the work, an appropriate adjustment in the price of the services will be made.

ARTICLE XVII

ADMINISTRATION

1. The administration and enforcement of the Contract shall be the responsibility of the City Commissioner of Health and Sanitation or his designated representative, or representatives. It shall be the responsibility of the City Commissioner of Health and Sanitation to see that refuse service customers are provided at all times with complete information about the service.

2. An amendment to the Universal Garbage Ordinance of the City of Jackson will be recommended by the Commissioner of Health and Sanitation to the Board of Commissioners of the City of Jackson to conform such Ordinance to the terms of this Contract.

ARTICLE XVIII

CONTRACT AMENDMENTS

This Contract may be amended from time to time by mutual agreement. In the event of a change in State Law or Health Regulations pertaining to waste disposal, contract shall be amended in accordance with the law, with such other changes as equitable consideration may require.

ARTICLE XIX

CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this Agreement shall constitute a Contract for the Collection and Disposal of Refuse; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

~~The Contractor shall be the sole refuse collection and disposal contractor operating in the City of Jackson, other than the City itself.~~

ARTICLE XX

INDEMNIFICATION BY CONTRACTOR

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damage, charges, and costs (including Court Costs and Counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any negligent act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, unless caused by the act or negligence of the City, its officials, employees or agents.

ARTICLE XXI

PENALTIES

It is agreed and recognized by the parties that the prompt and efficient collection of garbage and refuse within the City of Jackson is of the essence under this Contract and to this end it is further agreed that a missed pickup (not picked on on day

scheduled) reported to the Contractor before 3:00 p.m. the same day will be picked up before 7:00 p.m. the same day, and that missed pickups reported after 3:00 p.m. will be picked up by 10:00 a.m. the next succeeding day.

It is further agreed that in the event the Contractor fails to comply with the above provisions concerning missed pickups, the Contractor will pay a penalty of Twenty-five and No/100 (\$25.00) Dollars for each violation.

It is further agreed between the parties that the cleaning and maintenance of containers for commercial pickup is essential to the health of the community, and, it is further agreed between the parties that in the event the Contractor shall fail to keep a container in usable condition in the reasonable opinion of the City Inspector, the Contractor shall pay a penalty of Twenty-five and No/100 (\$25.00) Dollars for each occurrence, with each day of such failure to constitute a separate occurrence.

It is further agreed that any request for extra services from a commercial or industrial customer, such as special pick-up or request for extra container, will be filled within twenty-four (24) hours and in the event of failure to meet this requirement a penalty of Twenty-five and No/100 (\$25.00) Dollars per day will be assessed for such failure.

ARTICLE XXII

SUBCONTRACTING AND ASSIGNMENT

Contractor shall not enter into any subcontracts, leases, agreements, or assignment of or pertaining to this collection and disposal contract, or any interest or right herein without prior written approval of the City of Jackson.

ARTICLE XXIII

PROVISIONS PERTAINING TO COMMERCIAL AND INDUSTRIAL COLLECTION ONLY

1. (Garbage and refuse will be picked up by the Contractor from commercial and industrial customers as often as is necessary to properly service the activity producing the garbage and/or refuse.)

2. Regular collection from commercial and industrial activities shall be made Monday through Saturday of each week.

~~Emergency pickups may be made on Sundays if necessary.~~

3. The Contractor will also furnish and rent to the City a sufficient number of front-loader type containers satisfactory to the City for use by commercial and industrial customers adequate to meet the demand requirements of the customer served for the monthly service charge as per Article XXV, Section C of this Contract.

4. The Contractor will furnish a sufficient number of heavy duty trucks and other equipment to handle collection of garbage and refuse from commercial and industrial customers as proposed and to handle loose garbage and refuse pickup where the use of containers is impracticable and handloading is required, loose garbage and refuse to be placed by user in cans or bags.

5. Commercial and industrial customers shall include apartments, condominium complexes and trailer courts consisting of eight (8) or more residential units serviced by containers no smaller than 2 cubic yards. The Contractor will transport the collected garbage and refuse to the disposal location designated by the City.

~~The Contractor shall be the sole garbage and refuse disposal contractor, other than the City, if operating in the City.~~

The City has authority to designate the location of commercial front-load containers and the minimum number of weekly pickups at all locations.

ARTICLE XXIV

PROVISIONS PERTAINING TO RESIDENTIAL COLLECTION ONLY

1. The Contractor agrees to provide the equipment and labor required to pick up residential garbage and refuse twice each week from each residence within the City of Jackson, from bags or cans located at the back door or other location approved by the City. The Contractor agrees to provide trash and bulky waste pickup to residences no less often than once each week, such

trash and bulky waste to be placed by resident at the street curb or alley way from which the residence is served. The Contractor shall, also, have sufficient "Back-up Equipment" to perform the service required by this Contract within the established time schedule, without undue delay.

2. Containers shall be handled in a workmanlike manner with due regard for avoiding damage to containers. Lids shall be replaced on each container by the Contractor after emptying refuse. The Contractor shall travel to and from the streets or buildings on the walkways, driveways, or roadways and shall take every precaution not to damage can enclosures, buildings, structures, shrubs, hedges, flower beds or grassed areas. All gates shall be properly latched when leaving the area serviced.

3. In the case of "special waste receptacles" the Contractor shall remove the inner container from the special waste receptacle and empty the refuse into the equipment used for collection and disposal. The special waste receptacle shall be handled in a manner to eliminate damage to the receptacle.

4. Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. or darkness, whichever occurs first, on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

5. Residential unit collection routes shall be established by the Contractor. Contractor shall submit a map designating the residential unit collection routes to the Commissioner for approval, which approval shall not be unreasonably withheld. Contractor shall publish at its expense at least once during each calendar year a map of such residential unit collection routes in the newspaper published in the immediate area. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the Commissioner for approval changes in routes or day of collection (including approved holidays) affecting residential units, which approval

shall not be unreasonably withheld. Upon Commissioner's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residential units. Whenever pickups will not be made on scheduled day, such as approved holiday, a notice shall be published by Contractor in the local paper identifying area not to be served on such day.

6. Residences receiving garbage and refuse pickup from the street in front of the residence will place garbage and refuse at the back door of the residence or at the curb line or edge of street in front of the residence. Residences receiving garbage and refuse pickup service from an alleyway will place such garbage and refuse at the back door of the residence or at the edge of the alleyway from which service is rendered.

ARTICLE XXV

SCHEDULE OF UNIT PRICES AND SERVICE RATES FOR SERVICE TO COMMERCIAL AND INDUSTRIAL LOCATIONS

(A) For commercial activities and industries where the use of containers is impracticable and hand loading of cans or bags is required, the following charges based on volume will be paid:

<u>VOLUME</u>	<u>RATE</u>
1/2 cubic yard per week	\$ 6.95 per month
1 cubic yard per week	\$ 9.25 per month
2 cubic yard per week	\$26.07 per month
3 cubic yard per week	\$29.78 per month
4 cubic yard per week	\$32.89 per month
6 cubic yards or more per week	\$39.71 per month

(B) For commercial activities and industries using containers, the following charges based on volume will be charged:

<u>SIZE OF CONTAINER</u>	<u>CHARGE PER PICK UP</u>
2 cubic yards (loose)	\$ 3.96
3 cubic yards (loose)	\$ 4.62
4 cubic yards (loose)	\$ 5.29
6 cubic yards (loose)	\$ 5.97
8 cubic yards (loose)	\$ 6.66
20 cubic yards (loose)	\$52.05
20 cubic yards (compacted)	\$52.95

<u>SIZE OF CONTAINER</u>	<u>CHARGE PER PICK UP</u>
30 cubic yards (loose)	\$72.05
30 cubic yards (compacted)	\$72.05
40 cubic yards (loose)	\$80.67 ^{fol. A⁰}
40 cubic yards (compacted)	\$86.87 ^{115.}

(C) In addition to the foregoing charges, a monthly service charge for containers furnished shall be paid by the City in accordance with the following schedule:

<u>SIZE OF CONTAINER</u>	<u>MONTHLY RENTAL</u>
2 cubic yard	\$ 6.00
3 cubic yard	\$ 6.00
4 cubic yard	\$ 9.00
6 cubic yard	\$12.00
8 cubic yard	\$18.00
20 cubic yard (loose)	\$62.05
20 cubic yard (compacted)	\$62.05
30 cubic yard (loose)	\$62.05
30 cubic yard (compacted)	\$62.05
40 cubic yard (loose)	\$62.05 - 87.77
40 cubic yard (compacted)	\$62.05

ARTICLE XXVI

Contractor shall be excused from performance hereunder during such time as, and to the extent that performance is rendered impossible or impracticable by reason of weather, fire, flood, earthquake or other natural disaster or Act of God, failure or inability of the Landfill designated by the City to receive waste or other circumstances beyond the reasonable control of the Contractor.

ARTICLE XXVII

LAWS GOVERNING PROVISIONS OF THIS CONTRACT;
NOTICE TO PARTIES

In the event of dispute under the terms of this contract, the same shall be governed by the Law of the State of Tennessee.

In the event a notice to the parties is provided under this contract, a notice to the City of Jackson shall be addressed to the Commissioner of Health and Sanitation, City of Jackson, City

Hall, Jackson, Tennessee 38301; notice to Waste Management of Jackson, Inc. shall be addressed to

Notice to the bonding company or to an insurance company, unless provided in the contract of insurance or bonding contract, shall be to the home office of the company concerned.

ARTICLE XXVIII
GUARANTY OF CONTRACT

Waste Management, Inc., the parent corporation of Waste Management of Jackson, Inc., joins this contract for the purpose of guaranteeing the performance of Waste Management of Jackson, Inc. of its obligations and duties under this Contract and binds itself to The City of Jackson, Tennessee to this end. It is understood and agreed that this guaranty is a material and inducing part of this Contract, without which The City of Jackson would not have entered into this contract.

ARTICLE XXIX
MISCELLANEOUS

Contractor agrees that upon request of The City of Jackson it will furnish containers at each fire station for collection of recycling material and will deliver such material as necessary to recycling point.

IN WITNESS WHEREOF, the parties hereto have caused its officers, being duly authorized for the purpose, to execute this Agreement and attach its corporate name hereto, the day and date above written.

THE CITY OF JACKSON

ATTEST:

By Robert A. Long
Mayor

City Recorder

WASTE MANAGEMENT OF JACKSON, INC.

ATTEST:

By Harold Jenkins
President

William A. Rodgers
Secretary

WASTE MANAGEMENT, INC.

ATTEST:

By Robert A. Long
President

Robert A. Long
Secret

**First Amendment to Waste Disposal
Contract Between the City of Jackson, Tennessee
and Waste Management of Jackson, Inc.**

July 31, 1990

FIRST AMENDMENT TO WASTE DISPOSAL
CONTRACT BETWEEN THE CITY OF JACKSON, TENNESSEE
AND WASTE MANAGEMENT OF JACKSON, INC.

This first Amendment, made this 31st day of July,
1990, to the Agreement dated August 1985, (the "Agreement") by and
between the City of Jackson, Tennessee (the "City") and Waste
Management of Jackson, Inc., and Waste Management, Inc. (the
"Contractor").

WHEREAS, the City and Contractor desire to amend the term of
the Agreement as hereinafter set forth;

NOW, THEREFORE, the City and Contractor do hereby agree as
follows:

SECTION 1

TERM

The term of the Agreement as set forth in the second
grammatical paragraph of Article 1 therein is amended to read:

The term of this contract shall be for a five (5) year
period beginning on August 1, 1985, and ending on July
31, 1990. After the original term of the contract, the
contract shall be automatically renewed for a two (2)
year period unless either party shall give written notice
to terminate the contract 180 days prior to the beginning
of the two (2) year extension. Thereafter, the contract
shall be automatically renewed for three additional one

year periods unless either party shall give written notice to terminate the contract 180 days prior to the beginning of any such one year extension.

SECTION 2

CONTRACTOR'S NAME

The Agreement is amended to reflect a change in the name of Contractor from Waste Management of Jackson, Inc. and Waste Management, Inc. to Waste Management of Tennessee - Jackson, a division of SCA Services of Tennessee, Inc.

SECTION 3

SPECIAL WASTE

The Agreement is amended to expressly allow Contractor to require independent special waste commitments from commercial establishments within the City's limits in the form attached hereto as Exhibit A.

SECTION 4

MODIFICATION OF AGREEMENT

Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

SECTION 5

ENTIRETY

This Amendment is hereby incorporated into the Agreement together therewith and any exhibits attached hereto contain the entire agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 21 st day of February, 1990.

CITY OF JACKSON

SCA SERVICES OF TENNESSEE, INC.

By Charles H. Farmer
Mayor

By Michael Collier
President

Attest:

Jan Bradd

Attest:

Frank V. John



CONTRACTOR'S DEFINITION OF SPECIAL WASTE

1 "Special Waste" means Type A or Type B Special wastes as defined below.

WASTE PROFILE CODE

- "Type A Special Waste" means any waste, from a commercial or industrial activity meeting any of the following descriptions.
 - a. A containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b.-g. below.
 - b. A waste containing free liquids.
 - c. A sludge waste.
 - d. A waste from an industrial process.
 - e. A waste from a pollution control process.
 - f. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-c. or g.
 - g. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of wastes listed in a.-f.

Incidental Amounts of Special Waste

The Contractor recognizes that many customers will produce some "Type B Special Waste," as defined below. Incidental quantities of "Type B Special Waste," do not require a Generator's Type B Special Waste Profile Sheet (Form WMNA-0089B) to be signed by the customer. However, the customer must identify the type and amount of Type B Special Wastes which will be provided to the Contractor in incidental amounts by completing the box in the lower right corner.

- 4. "Type B Special Waste" means any waste from a commercial or industrial activity meeting the descriptions which follow:
 - a. Friable asbestos waste from building demolition or cleaning; wall board, wall spray coverings, pipe insulation, etc. Nonfriable asbestos is not a special waste unless it has been processed, handled or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste."
 - b. Commercial products or chemicals which are off-specification, outdated, unused or banned. Out-dated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category, however, containers which once held commercial products or chemicals are included unless the container is empty. A container is empty when:

All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping or aspirating, and an end has been removed (for containers in excess of 25 gallons), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container (containers \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container (containers $>$ 110 gallons.) Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.
 - c. Untreated bio-medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a "Type A Special Waste."
 - d. Treated bio-medical wastes - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian hospital, animal testing laboratory, or university medical laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
 - e. Liquids and sludges from septic tanks, food service grease traps, or washwater and wastewaters from commercial laundries, laundromats and car washes unless these wastes are managed at commercial or public treatment works.
 - f. Chemical-containing equipment removed from service. Examples: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.
 - g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or wastes removed or drained from such equipment or facility are "Type A Special Wastes."

CUSTOMER ACKNOWLEDGES THAT HE HAS READ THE FOREGOING DEFINITION AND HAS IDENTIFIED THE TYPES AND AMOUNTS OF ANY TYPE B WASTE STREAMS PRODUCED IN INCIDENTAL AMOUNTS.

CUSTOMER _____

AUTHORIZED SIGNATURE _____

DATE _____

INCIDENTAL WASTE TYPES AND AMOUNTS:	



General Manager of WMNA Division concurs that the above amounts of "Type B Special Wastes" are incidental to the load.
Signature: _____

**First Amended Recycling Contract
Agreement Between Metro Waste Management, Inc.
and the City of Jackson, Tennessee**

December 14, 1990

FIRST AMENDED RECYCLING CONTRACT

THIS AGREEMENT made effective on the 14th day of December, 1990, by and between METRO WASTE MANAGEMENT, INC., hereinafter referred to as "Contractor" and THE CITY OF JACKSON, a Tennessee municipal corporation, hereinafter referred to as "City":

W I T N E S S E T H:

WHEREAS, The City requires and provides within the City universal garbage and refuse collection, residential, commercial and industrial, and desires to contract with the Contractor for the recycling, processing and baling of garbage and refuse generated within the City and Madison County, and the Contractor is willing to perform such services and represents itself to be qualified and capable of performing same; and

WHEREAS, the parties hereto desire to reduce the agreement between the parties to writing.

IT IS, THEREFORE, agreed between the Contractor and City as follows:

ARTICLE I

SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to

satisfactorily recycle, process, and bale all solid waste, as hereinafter defined, from all residential, commercial, apartment and industrial locations within the limits of Madison County, Tennessee; transport said baled solid waste to the designated disposal location; and perform all work or services incidental to providing solid waste recycling, processing and baling services in strict accordance with the Universal Garbage Ordinance of the City of Jackson, and all applicable Madison County, State and Federal Regulations, and in strict accordance with the terms and provisions of this Contract.

The Contractor agrees to reduce through recycling the weight of solid waste deposited in the sanitary Landfill by not less than twenty-five (25%) percent not later than ninety (90) days following commencement of Contractor's operations. The percent reduction in weight will be calculated by weighing each truck loaded with baled solid waste before and after unloading.

The work shall be commenced as soon as possible after the City receives a permit to operate a new Landfill, and shall be completed 5 years from the date of the first day of operation of the Contractor's Facility (as hereinafter defined), unless terminated sooner in accordance with the terms hereof. The City's obligation to make payments under Article III shall begin when Contractor begins Baling Solid Waste. The City's obligation to purchase Contractor's building, baling and conveyor equipment, under Article VI, shall become effective on the date the Contractor closes any

transaction providing financing for his construction of the Facility.

In performance of this Contract, the Contractor binds itself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE II

DEFINITIONS

Whenever the following terms occur in this Contract, they shall have the meaning hereinafter given:

City	The City of Jackson, Tennessee
Contractor	Metro Waste Management, Inc.
Expiration of this Contract	The end of the contractual relationship between the Contractor and the City under this Contract, regardless of the reasons or circumstances of such ending of the contractual relationship.
Solid Waste	Any garbage, refuse, including without limitation recyclable materials when they become discarded, or sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and any other discarded materials, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation

return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (compiled at 33 U.S.C. 1342) as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (compiled at 42 U.S.C. 2011 et seq).

Recycle

Any method, technique, or process utilized to separate, process, modify, convert, treat, or otherwise prepare solid waste so that component materials or substances may be beneficially used or re-used as products, raw materials, or energy sources, except that any use or reuse of a solid waste may not be used in a manner that would constitute solid waste disposal.

Baling

A method of reducing and restraining (binding) solid waste volume by mechanical compaction to achieve high density per unit volume.

Process

The actions necessary to recycle and bale solid waste.

Facility

A combination of buildings, structures, machinery or devices utilized to perform solid waste processing, including the tract of land leased to the Contractor. The term does not include collection vehicles and landfill roads.

Health and Sanitation
Superintendent

The Director of the Department of Health and Sanitation, Landfill and Vector Control.

Yard and Demolition
Material

Leaves, loose brush, loose Material limbs and waste, other than special wastes, resulting from construction, remodeling, repair and demolition of structures and from road building. Such wastes include but are not limited to bricks, concrete and other

masonry materials, soil, rock and
lumber, road spoils, rebar, paving
material.

Demolition Landfill

Class IV Disposal Facility as
described by State Regulations,
promulgated as rule Chapter 1200-1-
7.

Sanitary Landfill

Class I Disposal Facility as
described by State Regulations,
promulgated as rule Chapter 1200-1-
7; a method of disposing of solid
waste into or on land without
creating nuisances or hazards to
public health or to the environment
by utilizing the principles of
engineering to confine the solid
waste to the smallest practical area,
to reduce it to the smallest
practical volume, and to cover it
with a layer(s) of an approved
material.

ARTICLE III

PAYMENT

1. As consideration for performing all work and services necessary for the recycling, processing and baling Solid Waste from residences and commercial and industrial establishments, the City agrees to pay the Contractor or its assignee and the Contractor agrees to accept from the City as full payment for such service monthly sums computed by multiplying the sum of Twelve and 96/100 Dollars (\$12.96) times the net number of tons of Solid Waste delivered to the Contractor each month.

2. The determination of the net number of tons shall be made by the City by using computerized scales which shall be furnished by the City. The City shall man the scales with City employees at which point the waste will be directed to the Facility or the City's Demolition Landfill.

The City shall only pay the Contractor for Solid Waste directed to the Facility, and any waste the Contractor cannot process shall be reweighed and deducted from that day's tonnage.

3. Payment for services will be made monthly within ten (10) days following the end of such month. It shall be the responsibility of the Contractor to establish a system of accounting subject to the approval of City Recorder to support the billing for such service to the City.

4. It is agreed between the parties that the price per ton will remain constant (\$12.96) without increase for five years.

5. Upon the Expiration of this Contract, the City and the Contractor may renegotiate the price per ton and terms of this Contract for possible renewal, subject to bid requirements of state and local law.

ARTICLE IV

EQUIPMENT AND FACILITIES

1. The Contractor agrees to purchase from the City one (1) Series II W.H.O. Tub Grinder for \$136,000.00, to be paid in sixty (60) monthly payments in the amount of \$2,266.66, which payments

shall be deducted from the City's payment to the Contractor; provided, that in the event the City's obligation to the Contractor is less than \$2,266.66 in any month, the Contractor shall pay the balance within ten (10) days of the end of such month.

2. The Contractor shall erect a metal building on the Leased Premises (as hereinafter defined) which shall conform to the size and design specifications prepared by the Contractor and approved in writing by the City Superintendent of Health & Sanitation. The building must be equipped with superior fire prevention systems approved by the City of Jackson Fire Department. In addition, the Contractor shall purchase and install in such building Solid Waste baling and conveyor equipment of adequate size and design to handle a minimum of 250 tons of Solid Waste per day. No such equipment shall be installed in the building unless the design and manufacturer of such equipment has been approved in writing by the City Superintendent of Health & Sanitation.

3. Upon the Expiration of this Contract, or any renewal or extension, the City agrees to purchase from the Contractor the building and the baling and conveyor equipment purchased and installed in accordance with the preceding paragraph and physically attached to the Leased Premises. The purchase price for the building shall be based upon the average of two appraisals by certified appraisers in the State of Tennessee. One of such appraisers shall be selected by the City and one shall be selected by the Contractor. Provided, however, that the purchase price of

the building prior to commencement of the Contractor's operations shall not be more than the aggregate amount the Contractor has paid or is obligated to pay under its two contracts with Crocker Construction Company, dated January 31, 1991, for (i) foundations and erection of a pre-engineered metal building in the amount of \$622,451.00, and (ii) site preparation, interior, mechanical and electrical work in said building in the amount of \$484,459.00. Provided further, that the purchase price of the building following the commencement of the Contractor's operations shall not be less than an amount determined by reducing \$1,106,910.00 (the "Basis") by \$110,691.60 at the end of each 365 day period following the first day of operation of the Facility until the Basis is zero. In the event the expiration date is less than 365 days following the anniversary date of the Contractor's first date of operation of the facility, the purchase price shall be reduced for that period by a fraction of \$110,691.60, the numerator of which shall be the number of days which have elapsed following such anniversary date and the denominator of which shall be 365. The Basis shall not under any circumstances be increased, but shall be decreased by any amounts by which the dollar consideration of the contracts between the Contractor and Crocker Construction Company are reduced, whether by specific contract amendment or by change order."

The purchase price for the baling and conveyor equipment shall be an amount determined by reducing the contractor's actual cost

for such equipment, including installation (the "Basis") by the quotient obtained by dividing the Basis by 12.5 years at the end of each 365 day period following the first day of operation of the Facility until the Basis is zero. In the event the expiration date is less than 365 days following the anniversary date of the contractor's first date of operation of the Facility, the purchase price shall be reduced for that period by a fraction of the quotient obtained above, the numerator of which shall be the number of days which have elapsed following such anniversary date and the denominator of which shall be 365.

The Contractor shall keep the Facility and the baling and conveyor equipment insured at all times against damage or loss by fire or other casualty to the extent of the full insurable value thereof. Notwithstanding any provision in this Agreement to the contrary, including Article VI, the City shall have no obligation to purchase either the Facility or the baling and conveyor equipment if any part thereof has been damaged or destroyed by an insurable casualty, unless such damage has been fully repaired and restored to the same condition as existed immediately prior to such casualty.

4. Upon the Expiration of this Contract, the Contractor agrees to sell to the City, if the City so desires, any additional equipment or materials used in the operation of the facility upon such terms and conditions as the parties may agree at the time.

ARTICLE V

FACILITY LOCATION AND CONDITIONS

1. The City agrees to lease to the Contractor a parcel of property located on the site of the City's Sanitary Landfill which is large enough to allow the Facility to operate efficiently and does not interfere with City operations (the Leased Premises"). The lease price will be One Dollar (\$1.00) per year for the length of the initial term of this Contract and any extensions or renewals.

2. The City's Superintendent of Health and Sanitation must approve the size and location of the site on which the Facility will be located.

3. The Contractor agrees that all buildings and equipment located on the Leased Premises shall be kept in an aesthetically pleasing manner. The Contractor will be responsible for landscaping and maintaining the Leased Premises. The Contractor will keep all grass and weeds mowed to a height of six (6) inches or less and the grounds kept free of litter. If litter escapes from the Facility, the Contractor will remove it from any location to which the elements may relocate it. If litter control is a continual problem, the Contractor will install a litter control fence of a height and of components that will effectively control litter.

ARTICLE VI

EVENT OF DEFAULT BY CONTRACTOR;
REMEDY OF CITY; AND CITY'S OBLIGATION
TO PURCHASE BUILDING AND PERSONAL PROPERTY

1. Default. The Contractor shall be in default under this Agreement for failure to comply with all terms and provisions herein, and such failure to comply continues for more than thirty (30) days after written notice thereof to Contractor.

2. Remedies of City. Upon default by Contractor, the City shall have the right to terminate Contractor's rights under this Contract, except for the right to receive payment as provided in paragraph 3 below; and the City may take possession of the Facility and operate the same, by contract or otherwise, and Contractor shall be liable to the City for any costs associated with such Expiration of this Contract and the "taking over" of the Facility.

3. City's Obligation to Purchase. If the City terminates this Contract, it shall constitute an Expiration of this Contract, and City shall purchase the building, baling and conveyor equipment from Contractor in accordance with the price determined in Article IV, paragraph 3. The purchase of such property from the Contractor shall be closed within sixty (60) days of the Expiration of this Contract. If Contractor is obligated to any secured creditor whose lien is secured by the property to be purchased by the City, the purchase price shall be paid to such secured creditor of Contractor, for the benefit of Contractor, without any set-off by

the City of any sums owed to the City or alleged to be owed to the City by the Contractor, or without exercising any other equitable withholding of funds due the Contractor, and without exercising any set-off of any excess costs or alleged excess costs the City may incur in the process of terminating this Contract and "taking over" the Facility.

ARTICLE VII

INSURANCE

The Contractor shall maintain policies providing the insurance protection set out hereinafter, each policy containing a requirement that, in the event of change or cancelation, twenty (20) days prior written notice be sent by registered mail to the Mayor of the City of Jackson and the Superintendent of Health and Sanitation. A Certificate of Insurance describing the coverage shall be furnished by the Contractor annually and shall contain appropriate wording to the effect that the policies described cover the Contractor's operation under the Contract. On the general liability policy and the vehicle policy the City of Jackson, Tennessee, its agents, officers and servants shall be listed as additional insureds.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation

Statutory

Employer's Liability

\$500,000

Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

ARTICLE VII

CONDUCT OF OPERATION

1. All operations of the Contractor upon the Leased Premises shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon City or privately owned premises. The Contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by its operations on premises of third persons.

ARTICLE IX

PERMITS AND LICENSES AND COMPLIANCE WITH LAWS

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor and its agents and servants shall comply with all Federal, State and Local Laws and Ordinances and Regulations.

ARTICLE X

RECYCLING, PROCESSING AND BALING OPERATIONS

1. All refuse and Solid Waste baled by the Contractor for disposal shall be hauled by Contractor to the City's Sanitary Landfill adjacent to the Leased Premises. In the event use of alternate sites is required, hauling to such sites will be the responsibility of the City. All refuse, Solid Waste or recyclables baled or loose must be stored and transported in a manner which will not allow any litter, debris or material to be strewn, blown or dislodged. This service must be provided in a timely manner which corresponds with the Landfill operation hours.

2. The Contractor shall not recycle, process or bale commercial, industrial or residential Solid Waste generated outside Madison County at this site.

3. (a) The Contractor shall be responsible for all utilities necessary to operate the Facility such as but not limited to power, water, and communication, but excluding waste water. In the event water is not available to the Leased Premises by a public utility company, the City shall provide the same to the Contractor at the City's cost, but the Contractor shall pay to the City each month an amount substantially equivalent to the monthly charge which would be made for water service by the Jackson Utility Division ("JUD") as if water were available, including tap-on charges.

(b) With respect to waste water, the City shall install on the Leased Premises and adjacent to the Facility a holding tank.

The Contractor shall pipe all waste water drains in the Facility, including sewage, into such tank. The accumulated liquids in such tank shall be the property of the City, which will be responsible for testing such liquids and obtaining approval by the JUD for such liquids to be deposited in JUD's waste water treatment facilities in Jackson, Tennessee. Upon notification by the City to the Contractor that such approval has been extended, the Contractor shall transport such liquids to the JUD waste water treatment facility at the Contractor's expense and shall pay to JUD any charges connected with the treatment and disposal. The Contractor shall have no responsibility for the content of such liquids and shall act only as a transporter thereof. If at any time the JUD refuses to accept any of such liquids, transportation to and disposal charges at any other location shall be the responsibility of the City.

4. The Contractor will only accept Solid Waste which is deemed acceptable by local, state and federal laws, regulations or ordinances. The Contractor will monitor each load of Solid Waste as it is unloaded to determine if the waste is acceptable. If the waste is not acceptable, the Contractor shall reload said waste onto the Owner's vehicle at the vehicle owner's expense. In such instance, the City's designated representative shall be notified immediately and be on site before the vehicle containing unacceptable or hazardous waste is allowed to leave. It is the

intent of both the Contractor and the City to identify and deny acceptance of any unacceptable or hazardous waste.

5. It shall be the responsibility of the Contractor to require all vehicles to be free of Solid Waste that can be blown or fall from a vehicle after leaving the Facility.

ARTICLE XI

SUPERVISION OF WORK AND EMPLOYEES

1. The Contractor shall provide a full-time resident foreman or superintendent to be in charge of the work done by Contractor under this Contract. Such foreman or superintendent shall be experienced in this line of work, with authority to act on behalf of the Contractor.

2. The Contractor agrees that supervision will be maintained over its employees to the end that said employees are neat in appearance, courteous in demeanor, and as quiet as is consistent with their duties. The Contractor agrees to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his duty, subject to any collective bargaining agreement the Contractor might enter into.

3. The Contractor agrees to provide to its employees any necessary professional, safety, and/or technical training.

ARTICLE XII

INSPECTION

All work performed by Contractor under the Contract shall be subject to inspection by the City's designated representative at any and all times during the term of this Contract. The City shall have the right to reject defective workmanship and services and to require its correction.

ARTICLE XIII

FACILITIES

1. The Contractor shall maintain an office at the Solid Waste Facility equipped with telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City's inspector. The Facility shall be manned and operated between the hours of 7:00 a.m. and 5:00 p.m. each day, Monday through Saturday, excluding approved holidays that coincide with the City's current hauling Contractor. These holidays currently are New Year's Day, Martin Luther King, Jr., Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

In addition, a system of communication shall be established whereby the Contractor can be contacted in case of emergency twenty-four hours per day.

2. The Contractor shall provide maintenance facilities for all equipment in a condition acceptable to the City insofar as

zoning, traffic and nuisance consideration are concerned.

3. The Contractor shall at all times keep the storage area and the premises used by it free from accumulations of waste materials and rubbish, and prior to completion of the work shall remove any waste materials and/or rubbish from and about the premises. Upon completion of each workday, the Contractor shall leave the storage areas and premises in a condition satisfactory to the City.

ARTICLE XIV

EQUIPMENT, WASHING AND CLEANING EQUIPMENT

1. The Facility and equipment used for recycling, baling and processing Solid Waste shall be new, heavy-duty equipment, of a type acceptable to the City at the beginning of this Contract, of a standard recognized design, constructed and equipped for the specific purposes of recycling, processing and baling Solid Waste. All replacement equipment shall be new, heavy-duty equipment, except temporary equipment may be used not longer than three (3) weeks duration in case of emergency. All equipment used by the Contractor shall be equipped with warning lights and the name of the Contractor shall be prominently displayed thereon. Contractor shall not use a firm name or trade name containing the words "City" or "Jackson" or any other words implying municipal ownership.

2. The Contractor shall maintain equipment and facilities for washing and cleaning its equipment and shall maintain the facility,

truck and other equipment in a clean and sanitary condition at all times. The interior of each body shall be washed and cleaned regularly. All equipment shall be well painted at all times so as to present a pleasing appearance.

ARTICLE XV

COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL ORDINANCES AND REGULATIONS

The Contractor shall comply with all present or future public health and sanitary regulations of the City, County, State and Federal governments. In addition, the Contractor shall comply with all present and future ordinances or regulations which have an effect on or regulate Solid Waste recycling, processing, baling and disposal operations. If any changes in regulations, laws or ordinances result in an increase of costs of performing the work, an appropriate adjustment in the price of the services will be made subject to agreement of the City.

ARTICLE XVI

ADMINISTRATION

The administration and enforcement of the Contract shall be the responsibility of the City Superintendent of Health and Sanitation or his designated representative, or representatives.

ARTICLE XVII

CONTRACT AMENDMENTS

This Contract may be amended from time to time by mutual agreement. In the event of a change in state law or health regulations pertaining to Solid Waste disposal, the contract shall be amended in accordance with the law, with such other changes as equitable consideration may require.

ARTICLE XVIII

CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this Agreement shall constitute a contract for the recycling, processing and baling of Solid Waste; that said contract shall not constitute a franchise; nor shall the same be deemed or construed as such. The Contractor shall be the sole Solid Waste recycling, processing and baling contractor operating for the City of Jackson.

ARTICLE XIX

INDEMNIFICATION BY CONTRACTOR

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damage, charges, and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any negligent act or omission on the part of the Contractor or

others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, unless caused by the act or negligence of the City, its officials, employees or agents.

ARTICLE XX

PENALTIES

It is agreed and recognized by the parties that the prompt and efficient recycling, processing, and baling of Solid Waste is of the essence under this Contract and to this end it is further agreed that the Contractor shall recycle and bale all Solid Waste prior to being delivered to the City's Sanitary Landfill for disposal. In the event the City is required to handle any unbaled solid waste, and the City incurs expenses as a result of handling unbaled solid waste, the Contractor shall reimburse the City for additional expenses incurred while the City handles such unbaled solid waste; provided, however, that in the event that such sums are owed by the Contractor to the City upon the Expiration of this Contract, no sums shall be set off by the City against any payment to a secured creditor of Contractor holding a lien on any of the property the City is obligated to purchase from the Contractor upon Expiration of this Contract. The Contractor will not receive payment for any waste deposited in the Landfill that has not been baled.

It is further agreed that in the event the Contractor continually fails to recycle and bale Solid Waste prior to disposal, the Contractor shall reimburse the City for the additional Landfill space consumed by the disposal of unbaled Solid Waste.

ARTICLE XXI

SUBCONTRACTING AND ASSIGNMENT

Contractor shall not enter into any subcontracts, leases, agreements, or assignment of or pertaining to this Contract, or any interest or right herein without prior written approval of the City of Jackson.

ARTICLE XXII

FORCE MAJURE

Contractor shall be excused from performance hereunder during such time as, and to the extent that performance is rendered impossible or impracticable by reason of weather, fire, flood, earthquake or other natural disaster or Act of God, failure or inability of the Landfill designated by the City to receive waste or other circumstances beyond the reasonable control of the Contractor.

ARTICLE XXIII

LAWS GOVERNING PROVISIONS OF THIS CONTRACT;
NOTICE TO PARTIES

The terms of this Contract shall be construed and governed by the Laws of the State of Tennessee.

In the event a notice to the parties is provided under this Contract, a notice to the City of Jackson shall be addressed to the Mayor of the City of Jackson, City Hall, Jackson, Tennessee 38301; notice to Metro Waste Management, Inc. shall be addressed to P.O. Box 3399, Jackson, Tennessee 38302.

ARTICLE XXIV

RECYCLABLES

1. The Contractor will be the sole owner of recyclable material recovered from the Solid Waste which is processed.

2. In the event the City initiates a recycling program which would improve the quality and value of recyclables in the Solid Waste being processed, the Contractor shall support and assist the City in implementing such a program, if the program would benefit the City and the Contractor.

ARTICLE XXV

CONSENT TO COLLATERAL ASSIGNMENT

The City consents to an assignment by Contractor of the proceeds of this Contract due the Contractor for the purpose of

securing bonds which may be issued by the Industrial Development Board of the City of Jackson to finance construction of the Facility. The City further agrees that any payments due Contractor upon Expiration of this Contract shall be made to any institution issuing its credit facility securing such bonds, without set off of any payments, costs, or other obligations of the Contractor to the City.

ARTICLE XXVI

PRIOR AGREEMENT SUPERSEDED

This amended agreement supersedes and replaces that certain agreement between the City and the Contractor dated December 14, 1990.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF JACKSON

by Charles H. Farmer
Mayor

METRO WASTE MANAGEMENT, INC.

by [Signature]
President

APPENDIX E

Review by Appropriate Municipal or Regional Planning Commission

(To be supplied after adoption of Plan)

APPENDIX F

Grants

Appendix F

**State of Tennessee
Department of Finance and Administration**

**Authorization Agreement for Automatic Deposits
November 19, 1993**

and

**Grant Between the Department of Environment
and Conservation**

State of Tennessee

and

Madison County Regional Planning Board

November 17, 1993

PLEASE SEND NAME
REMITTANCE ADDRESS
INFORMATION
TEL NO.

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

NAME Madison County, Tennessee

FIN or SSN 62-6000729

I (we) hereby authorize the State of Tennessee, hereafter called the State, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my(our) Checking Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY

NAME Union Planters National Bank BRANCH Main

CITY Jackson STATE TN ZIP 38301

TRANSIT/ABA NO. 084300632 ACCOUNT NO. 006-963-9

This authority is to remain in full force and effect until the State has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the State and DEPOSITORY a reasonable opportunity to act on it.

NAMES (S) J. Alex Leech, County Mayor; Gary Ligon, Accountant

(PLEASE PRINT)

DATE 11-19-93 SIGNED X Gary Ligon SIGNED X J. Alex Leech

DEPOSITED WITH



DATE _____ 19____
Deposits may not be available for immediate withdrawal.

DEPOSIT TO THE CREDIT OF

WILMA ALLEN
MADISON COUNTY TRUSTEE
GENERAL ACCOUNT

CURRENCY	COIN	CHECKS	ITEMS													TOTAL				
			1	2	3	4	5	6	7	8	9	10	11	12	13		14	15		
<p style="font-size: 2em; font-family: cursive;">WPA</p>																				
<p style="font-size: 1.5em;">TOTAL FROM INSIDE</p>																				
<p style="font-size: 0.8em;">Please re-enter total here</p>																				

⑈084300632⑈ 006 963 9⑈

GRANT
BETWEEN THE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE OF TENNESSEE
AND
MADISON COUNTY REGIONAL PLANNING BOARD

This Grant, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the State and Madison County Regional Planning Board, hereinafter referred to as the Grantee, is for the provision of providing assistance in developing regional solid waste management plans, as further defined in the "SCOPE OF SERVICES", below.

A. SCOPE OF SERVICES:

1. Prior to submitting the required solid waste management plan, each grant recipient will conduct a series of public meetings in each county comprising the solid waste region to inform and educate local government officials and the general public of relevant federal, state and local requirements on solid waste management issues in addition to mandates of the Solid Waste Management Act of 1991.
2. Prior to submitting the required solid waste plan, the grantee or their regional representatives (at least one) will attend state sponsored workshops and conferences relevant to implementation of the Solid Waste Management Act of 1991.
3. By July 1, 1994, the grantee shall complete a solid waste plan in accordance with TCA 68-211-814 and 68-211-815 and Guidelines for Preparation of a Municipal Solid Waste Regional Plan.
4. If the grantee's solid waste plan is disapproved, the grantee will resubmit a plan correcting deficiencies to the State Planning Office within 30 days of receiving the disapproval letter.

B. PAYMENT TERMS AND CONDITIONS:

1. The Grantee shall be compensated based upon the Budget attached to and made part of this grant and referenced as Attachment I.
2. Attachment I represents the entire compensation due the Grantee for the service and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The line items in Attachment I include, but are not limited to, all applicable taxes, fees, overheads, profit and all other direct and indirect costs incurred or to be incurred, by the Grantee.
3. The Grantee shall adhere to the line item amounts in the Budget; however, the Grantee may off-set cost overruns in one line item with underruns in other line items, provided that such overruns to not

exceed ten percent (10%) of the line item amount. In the event the Grantee anticipates or incurs a cost overrun in excess of ten percent (10%) in a line item, the Grantee shall inform the State and request an amendment to this contract. The State shall review this request and make a determination if such an amendment shall be allowed. In the event the State determines that such an amendment is inappropriate, the additional costs incurred in excess of ten percent (10%) shall not be considered allowable for reimbursement under this contract.

4. The Grantee shall submit all invoices, in a form acceptable to the State with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the line item budget, the amount charged, by line item, for the period invoiced, the amount charged to date, by line item, and the total amounts charged under this contract for the period invoiced and the total amount charged to date.
5. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any part of the costs invoiced therein. Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.
6. The State of Tennessee reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this Grant or any contract between the parties any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
7. In no event shall the maximum liability to the State under this contract exceed FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00).
8. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form". This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other grant or contract the Grantee has with the State, shall be made through the State's Automated Clearing House wire transfer system. The Grantee shall not commence work or invoice the State for services until he has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to these errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund, or in some

instances, a credit memo if additional payments are to be made.

C. TERM:

1. This Grant shall be effective on March 1, 1993, and shall end on December 31, 1994. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

D. STANDARD TERMS AND CONDITIONS:

1. The State is not bound by this Grant until it is approved by the appropriate State officials as indicated on the signature page of this Grant.
2. This Grant may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Grant.
3. The State may terminate the Grant by giving the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.
4. If the Grantee fails to properly perform its obligations under this Grant or violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. The Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
5. The Grantee shall not assign this Grant or enter into a sub-grant or sub-contract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such sub-grants or sub-contracts are approved by the State, they shall contain, at a minimum, Paragraphs D.6 and D.9 of this Grant.
6. The Grantee warrants that no part of the total Grant amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, sub-grantee or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
7. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency or the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting Manual for the Recipients of Grant Funds in the State of

Tennessee, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

8. The Grantee shall prepare an annual report of its activities funded under this grant and submit, within nine (9) months after the close of the reporting period, a copy of such report to the Tennessee Commissioner of Finance and Administration, the Tennessee Commissioner of the Granting State Agency, and the Tennessee Comptroller of the Treasury. The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or his duly appointed representative. Should the Comptroller of the Treasury require such an audit, the Grantee may, with the prior approval of the Tennessee Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), or Circular A-133 if applicable and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Tennessee Comptroller of the Treasury. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State Granting Department and the Tennessee Comptroller of the Treasury, and shall be made available to the public.
9. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of Grantee. The Grantee shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
10. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance.
11. The Grantee agrees to pay all taxes incurred in the performance of the Grant.
12. The State shall have no liability except as specifically provided in the Grant.

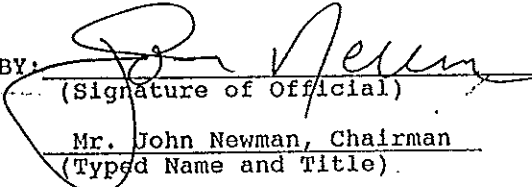
13. The Grantee shall comply with all applicable Federal and State laws and regulations in the performance of the Grant.
14. The Grant shall be governed by laws of State of Tennessee.
15. The Grantee shall provide reports to the State as called for in Section A - Scope of Services.
16. Reimbursement for the cost of procuring goods, materials or services shall be subject to the Grantee's compliance with applicable federal procurement requirements. The determination of cost shall be governed by the cost principles set forth in Title 48 of the Code of Federal Regulations, Chapter 1, Part 31, relative to public contracts and property management.
17. Reimbursement for the cost of goods, materials, supplies, equipment and/or services shall require that such procurements be made on a competitive basis, including the use of competitive bidding procedures, where practical.

E. SPECIAL TERMS AND CONDITIONS:

1. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
2. Grant disbursements shall not be made to the Grantee if the Grantee becomes delinquent in making any payment to the Department of Environment and Conservation and no disbursements shall be made during the period of delinquency.
3. No Grant disbursements shall be made until the Grantee has certified that the Grantee has complied with the provisions of T.C.A. Section 68-211-874 relative to accounting procedures.
4. This Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
5. Compensation to the Grantee for travel, meals, and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified

in the "State Comprehensive Travel Regulations", as they are amended from time to time.

GRANTEE: MADISON COUNTY REGIONAL PLANNING BOARD

BY:  11-17-93
(Signature of Official) DATE
Mr. John Newman, Chairman
(Typed Name and Title)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

BY: _____ DATE _____
J. W. LUNA
Commissioner

ATTACHMENT I

MADISON COUNTY REGIONAL PLANNING BOARD
BUDGET LIST

COSTS ASSOCIATED WITH THE DEVELOPMENT OF SOLID WASTE MANAGEMENT
PLAN AS FOLLOWS:

Travel	2,500.00
Printing and Duplicating	2,000.00
Communications	200.00
Consulting Services	9,500.00
Supplies and Materials	<u>800.00</u>
TOTAL GRANT AMOUNT	\$15,000.00

Appendix F

**Grant Between the Department of Environment
and Conservation**

State of Tennessee

and

City of Jackson

GRANT
BETWEEN THE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE OF TENNESSEE
AND
CITY OF JACKSON

This Grant is for the provision of funds to assist in the purchase of scales for municipal solid waste disposal facilities, as further defined in the "Scope of Services" below.

A. SCOPE OF SERVICES:

1. For purposes of this Grant the term "scales" shall mean truck scales, site preparation for installation, electronic digital instrumentation, ticket printer and computer hardware and software for a Solid Waste Management System.
2. The Grantee shall purchase and utilize scales for the purpose of keeping an accurate written record of all amounts of solid waste measured in tons received at the Grantee's solid waste facility in accordance with the provisions of T.C.A. Section 68-31-862.
3. Grant eligible scales must meet the following conditions and the Grantee shall certify to the State that these conditions have been met:
 - a) A truck scale and its component parts must be certified for use in commerce and meet the standards set by the National Institute of Standards and Technology, as set forth in the most recent edition of Handbook 44, and/or certified in accordance with the National Type Evaluation Program protocols.
 - b) Truck scale installation must meet all NIST-Handbook 44 specifications for scale approaches. In addition, the site must be level, well drained, with a stable foundation, and adequate power; and the installation must meet material and engineering specifications of the equipment manufacturer.
 - c) Truck scales must be either electromechanical or fully electronic with strain gauge or hydraulic load cells, and may be installed in full pit, shallow pit, level, or above grade configurations, as determined by the load bearing characteristics of the soil, the requirements for the specific truck scale purchased, and the possible need for relocation in a relatively short period of time.

- d) If the anticipated life of the landfill is less than five (5) years, the operator may install a truck scale that can be disassembled, transported, and installed at a different site. Truck scales that weigh one axle at a time or truck scales mounted on a trailer will not be eligible for grants.
- e) The truck scale must be properly sized to handle the size of transportation equipment used to deliver waste to the landfill or incinerator; to handle the maximum load, both present and potential, to be weighed; and to handle efficiently the average daily number of weighings performed. If the platform dimensions, maximum capacity and/or the concentrated load capacity of the truck scales proposed for purchase differ from those recommended in the Guidance provided by the State, the Grantee shall submit to the State the rationale used by the Grantee in deciding on the proposed purchase with a copy of the Grantee's proposed bid document as provided in Paragraph D.5. of this Grant.
- f) New equipment must carry at least a one-year warranty against defects in manufacture or assembly.
- g) The Grantee shall have the equipment vendor demonstrate that there is adequate service for the equipment available in the state, at one or more locations. The equipment vendor, or any service agency or individual that installs, services, repairs or reconditions weighing devices in Tennessee must be licensed by Tennessee's Department of Agriculture.
- h) Facilities receiving thirty-nine (39) tons per day or less must install a weight indicator and/or display unit. The Grantee may issue weight tickets and record weighings manually, on forms recording the required information. As an option, the Grantee may incorporate an electronic weight display unit and ticket printer in the Grantee's system.
- i) Facilities receiving forty (40) tons per day or more, must install a weight display unit and a ticket printer to automatically record and print out the following information:
 - o ticket number, and operator on duty
 - o date and time of weighing operation
 - o vehicle identification (transporter registration number and description)
 - o customer
 - o material disposed
 - o gross weight (in)
 - o tare weight (out)
 - o net weight
 - o unit disposal fee (\$?/ton)
 - o total charge due
 - o state surcharge (\$0.85/ton)
 - o state surcharge due
 - o customer signature line
- j) Electronic equipment must have a comprehensive protection system against lightning and voltage

surges and must be warranted by the vendor against damage by lightning and voltage surges for a period of two years. All electronic equipment shall be shielded against radio frequency and electromagnetic interference.

k) Optionally the Grantee may purchase computer hardware and software which provides a Waste Management System meeting the following conditions:

i) The computer hardware must be one hundred percent (100%) IBM compatible with a 386-SX Microprocessor operating at 16 MHz or better, 1 MB RAM Memory, 40 MB Fixed Disk Drive with controller, 3.5 inch 1.44 MB Floppy Disk Drive with controller, 101 Key Enhanced Keyboard and a DOS 5.0 Operating System; one monitor; one printer, one set of cables necessary for attaching peripheral equipment, and may include one Cash Drawer with tray and one Modem if off-site transmission is necessary.

ii) The software shall be a commercially available Waste Management System with a user manual which shall as a minimum be designed to produce scale weight tickets, management reports, customer invoices and accounts receivable functions from data collected during the weighing of inbound and outbound waste and recycle vehicles. The vendor's bid shall include the names, addresses and phone numbers of at least three (3) installations of the Waste Management Software System during the previous eighteen months. The Grantee shall insure that the software vendor provide complete installation and start-up of the Waste Management System, shall provide a minimum of three (3) days training on the operation immediately after installation, a follow-up one-day training period within thirty days of installation, and shall provide software support and maintenance for a minimum of one (1) year after installation.

(iii) Should the Grantee choose to purchase the computer hardware and software, the printer serves as a ticket printer and a separate ticket printer will not be grant eligible.

4. Equipment purchased under the provisions of this Grant shall be installed and placed into operation prior to July 1, 1993 and shall not be installed on private property.

5. The Grantee shall submit with its invoice all purchase documents and a certification that the Grant eligible equipment is functioning satisfactorily.

B. PAYMENT TERMS AND CONDITIONS

1. The Grantee shall be compensated based upon the Budget attached to and made part of this Grant and referenced as Attachment I.

2. Attachment I represents the entire compensation due the Grantee for the service and all of the Grantee's obligations hereunder regardless of the difficulty,

materials or equipment required. The line items in Attachment I include, but are not limited to, all applicable taxes, fees, overheads, profit and all other direct and indirect costs incurred or to be incurred, by the Grantee.

3. The Grantee shall submit an invoice, in a form acceptable to the State with all of the supporting documentation, prior to any reimbursement of allowable costs. Such invoice shall be submitted to the State within thirty (30) days after all Grant eligible equipment is installed and functioning satisfactorily.

4. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any part of the costs invoiced therein. Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.

5. The State of Tennessee reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this Grant or any contract between the parties any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

6. In no event shall the maximum liability to the State under this contract exceed _____
THIRTY-FOUR THOUSAND (\$ 34,000.00).

7. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form". This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other grant or contract the Grantee has with the State, shall be made through the State's Automated Clearing House wire transfer system. The Grantee shall not commence work or invoice the State for services until he has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to these errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

C. TERM

1. This Grant shall be effective on July 1, 1992, and shall end on June 30, 1993. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

D. STANDARD TERMS AND CONDITIONS

1. The State is not bound by this Grant until it is approved by the appropriate State officials as indicated on the signature page of this Grant.
2. This Grant may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Grant.
3. The State may terminate the Grant by giving the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.
4. If the Grantee fails to properly perform its obligations under this Grant or violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. The Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
5. The Grantee shall not assign this Grant or enter into a sub-grant or sub-contract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such sub-grants or sub-contracts are approved by the State, they shall contain, at a minimum, Paragraphs D.6 and D.9 of this Grant.
6. The Grantee warrants that no part of the total Grant amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, sub-grantee or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
7. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency or the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting Manual for the Recipients of Grant Funds in the State of Tennessee, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
8. The Grantee shall prepare an annual report of its activities funded under this Grant, including audited financial statements and submit, within nine (9) months after the close of the reporting period, a copy of such report to the Tennessee Commissioner of Finance and Administration, the Tennessee Commissioner of the Granting State Agency, and the Tennessee Comptroller of the Treasury. The annual report, including financial

statements, and all books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or his duly appointed representative. The Grantee may, with the prior approval of the Tennessee Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), or Circular A-133 if applicable and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Tennessee Comptroller of the Treasury. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State Granting Department and the Tennessee Comptroller of the Treasury, and shall be made available to the public.

9. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of Grantee. The Grantee shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
10. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance.
11. The Grantee agrees to pay all taxes incurred in performance of the Grant.
12. The State shall have no liability except as specifically provided in the Grant.
13. The Grantee shall comply with all applicable Federal and State laws and regulations in the performance of the Grant.
14. The Grant shall be governed by laws of State of Tennessee.
15. The Grantee shall provide reports to the State as called for in Section A - Scope of Services.
16. Reimbursement for the cost of procuring goods, materials or services shall be subject to the Grantee's compliance with applicable federal procurement requirements. The determination of cost shall be

governed by the cost principles set forth in Title 48 of the Code of Federal Regulations, Chapter 1, Part 31, relative to public contracts and property management.

17. Reimbursement for the cost of goods, materials, supplies, equipment and/or services shall require that such procurements be made on a competitive basis, including the use of competitive bidding procedures, where practical.

E. SPECIAL TERMS AND CONDITIONS

1. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.
2. This Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
3. The Grantee agrees to be responsible for the accountability of equipment purchased with funds provided under this Grant, in which the State retains an interest, as described below:
 - a. The Grantee shall identify all equipment purchased in its reimbursement requests.
 - b. The Grantee shall maintain accounting records for all equipment purchased. Records shall contain the following:
 - i. Equipment description.
 - ii. Date of purchase.
 - iii. Equipment cost.
 - iv. Depreciation method.
 - v. Monthly depreciation amount.
 - c. The Grantee shall take legal title to all equipment purchased, subject to State's equitable interest therein, to the extent of its prorata share, based upon the State's contribution to purchase price.
 - d. The Grantee shall request written approval from State for any proposed disposition of equipment.
 - e. The Grantee shall notify State, in writing, of any equipment loss, describing reason(s) for the loss.
 - f. Upon termination of the Grant, where a further grantual relationship is not entered into, all equipment shall be disposed of in one of the following ways:

- i. Equipment may be returned to State or transferred to any party designated by State by refunding to Grantee the prorata amount of the residual value based upon Grantee's original contribution to purchase price; or
 - ii. Equipment may be retained by the Grantee through an agreement whereby State maintains control over the jurisdiction, utilization, and final dispositions of Equipment; or
 - iii. In such other manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate.
 - g. Should the equipment be destroyed, lost or stolen, the Grantee shall be responsible to the State for the prorata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.
4. Grant disbursements shall not be made to the Grantee if the Grantee becomes delinquent in making any payment to the Department of Environment and Conservation and no disbursements shall be made during the period of delinquency.
 5. No Grant disbursements shall be made until the Grantee has certified that the Grantee has complied with the provisions of T.C.A. Section 68-31-874 relative to accounting procedures.

GRANTEE: CITY OF JACKSON

BY: Wilbur Bailey 11-5-92
B (Signature of Official) DATE
Wilbur Bailey, Superintendent
B (Typed Name and Title)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

BY: J. W. LUKA 12/28/92
Commissioner DATE

JA/F1112204/CON-3

Appendix F

**Grant Between the Department of Environment
and Conservation**

State of Tennessee

and

Jackson-Madison County Health Department

GRANT
BETWEEN THE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE OF TENNESSEE
AND
JACKSON-MADISON COUNTY HEALTH DEPARTMENT

This Grant, by and between the STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION, hereinafter referred to as the STATE and Jackson-Madison County Health Department, hereinafter referred to as the GRANTEE, is for the provision of providing assistance in locating and collecting waste tires and developing facilities for temporary storage of waste tires as further defined in the "SCOPE OF SERVICES", below.

A. SCOPE OF SERVICES:

1. By November 1, 1992 , the Grantee shall complete the activities described in the approved Budget List, Attachment I.
2. The Grantee shall assure that temporary storage facilities for waste tires meet, as a minimum, the requirements of departmental rules Chapter 1200-1-7-.04(2)(k)3 or Chapter 1200-1-7-.02(1)(c)1(iii) as promulgated by the State Solid Waste Disposal Control Board.
3. Within thirty (30) days after completion of the waste tire storage facility, the Grantee shall submit with the Grantee's invoice a certification that the waste tire storage facility as constructed meets the provisions of departmental rules Chapter 1200-1-7-.04(2)(k)3 or Chapter 1200-1-7-.02(1)(c)1(iii).

4. If the Grantee desires to undertake activities other than those described in the Approved Budget List, Attachment I, the Grantee shall obtain written approval and authorization from the State prior to completing such additional activities.
5. The Grantee shall not make obligations for activities funded by this Grant until the Grantee has received a fully executed copy of the Grant from the State. If the Grantee should make such obligations prior to receiving a fully executed copy of this Grant from the State, the State shall have no obligation for the activities.

B. PAYMENT TERMS AND CONDITIONS

1. The Grantee shall be compensated based upon the Budget attached to and made part of this Grant and referenced as Attachment I.
2. Attachment I represents the entire compensation due the Grantee for the service and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The line items in Attachment I include, but are not limited to, all applicable taxes, fees, overheads, profit and all other direct and indirect costs incurred or to be incurred, by the Grantee.
3. The Grantee shall adhere to the line item amounts in the Budget; however, the Grantee may off-set cost overruns in one line item with underruns in other line items, provided that such overruns to not exceed ten percent (10%) of the line item amount. In the event the Grantee anticipates or incurs a cost overrun in

excess of ten percent (10%) in a line item, the Grantee shall inform the State and request an amendment to this Grant. The State shall review this request and make a determination if such an amendment shall be allowed. In the event the State determines that such an amendment is inappropriate, the additional costs incurred in excess of ten percent (10%) shall not be considered allowable for reimbursement under this Grant.

4. The Grantee shall submit all invoices, in a form acceptable to the State with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the line item budget, the amount charged, by line item, for the period invoiced, the amount charged to date, by line item, and the total amounts charged under this Grant for the period invoiced and the total amount charged to date.
5. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any part of the costs invoiced therein. Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.

6. The State of Tennessee reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this Grant or any contract between the parties any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
7. In no event shall the maximum liability to the State under this Grant exceed five thousand dollars (\$5,000.00).
8. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form". This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other grant or contract the Grantee has with the State, shall be made through the State's Automated Clearing House wire transfer system. The Grantee shall not commence work or invoice the State for services until he has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to these errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

C. TERM

1. This Grant shall be effective on May 1, 1992, and shall end on June 30, 1994. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

D. STANDARD TERMS AND CONDITIONS

1. The State is not bound by this Grant until it is approved by the appropriate State officials as indicated on the signature page of this Grant.
2. This Grant may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Grant.
3. The State may terminate the Grant by giving the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.
4. If the Grantee fails to properly perform its obligations under this Grant or violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. The Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
5. The Grantee shall not assign this Grant or enter into a sub-grant or sub-contract for any of the services

performed under this Grant without obtaining the prior written approval of the State. If such sub-grants or sub-contracts are approved by the State, they shall contain, at a minimum, Paragraphs D.6 and D.9 of this Grant.

6. The Grantee warrants that no part of the total Grant amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, sub-grantee or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.

7. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency or the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting Manual for the Recipients of Grant Funds in the State of Tennessee, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

8. The Grantee shall prepare an annual report of its activities funded under this Grant and submit, within nine (9) months after the close of the reporting period, a copy of such report to the Tennessee

Commissioner of Finance and Administration, the Tennessee Commissioner of the Granting State Agency, and the Tennessee Comptroller of the Treasury. The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or his duly appointed representative. Should the Comptroller of the Treasury require such an audit, the Grantee may, with the prior approval of the Tennessee Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), or Circular A-133 if applicable and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Tennessee Comptroller of the Treasury. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State

Granting Department and the Tennessee Comptroller of the Treasury, and shall be made available to the public.

9. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of Grantee. The Grantee shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
10. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance.
11. The Grantee agrees to pay all taxes incurred in performance of the Grant.
12. The State shall have no liability except as specifically provided in the Grant.
13. The Grantee shall comply with all applicable Federal and State laws and regulations in the performance of the Grant.
14. The Grant shall be governed by laws of State of Tennessee.
15. The Grantee shall provide reports to the State as called for in Section A - Scope of Services.

16. Reimbursement for the cost of procuring goods, materials or services shall be subject to the Grantee's compliance with applicable federal procurement requirements. The determination of cost shall be governed by the cost principles set forth in Title 48 of the Code of Federal Regulations, Chapter 1, Part 31, relative to public contracts and property management.
17. Reimbursement for the cost of goods, materials, supplies, equipment and/or services shall require that such procurements be made on a competitive basis, including the use of competitive bidding procedures, where practical.

SPECIAL TERMS AND CONDITIONS

1. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
2. This Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
3. No funds shall be paid before the effective date of the State Solid Waste Disposal Control Board rule which establishes standards for waste tire storage facilities.

GRANTEE:

Jackson-Madison County Health Department

BY: Wilbur Bailey
(Signature of Official)

8-16-22
DATE

Wilbur Bailey, Director of Administrative
and Professional Services

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

BY: J. W. Luna
J. W. LUNA
Commissioner

10/7/22
DATE

F1012225

ATTACHMENT 1
BUDGET LIST
JACKSON-MADISON COUNTY

Site preparation:

D7G Dozer for Clearing and Grubbing (31 hours at \$60 per hour)	\$1,860.00
Road Grader (20 hours at \$30 per hour)	600.00
862B Scraper for Excavation (36.29 hours at \$70 per hour)	<u>2,540.00</u>
Total	\$5,000.00

F1012225



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
401 Church Street
Nashville, Tennessee 37243

January 21, 1994

The Honorable J. Alex Leech
Madison County Executive
100 East Main, Suite 112
Jackson, TN 38301

Re: Household Hazardous Waste Collection Event
Madison County, Tennessee

Dear Mr. Leech:

The Division of Solid Waste Assistance acknowledges receipt of your request dated 1/21/94 concerning the State's Household Hazardous Waste Collection Service to Madison County. This letter is written to confirm that this Division has been in contact with Laidlaw Environmental and that a Household Hazardous Waste Collection Event has been scheduled for May 21, 1994 in Madison County. Further arrangements for this Event will be made with Brent Lewis and Kathleen Singleton per the request.

The Division of Solid Waste Assistance appreciates Madison County's interest in the State's Household Hazardous Waste Collection Service. The Division looks forward to working with Madison County on this project. If there are any questions or comments concerning the content of this letter, please do not hesitate to call me at (615) 532-0089.

Sincerely,

Wade D. Murphy

Wade D. Murphy, E.I.T.
Special Waste Section

PC: Mr. Ed Krise, Laidlaw Environmental, Greenbrier
~~Mr. Brent Lewis, Jackson/Madison County Landfill~~
Mrs. Kathleen Singleton, City of Jackson





