

**AGENDA**  
**COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, AUGUST 15<sup>TH</sup>, 2023, AT 6:00 P.M.**

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. PROCLAMATION PRESENTATION -Emmaly Fisher
6. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
7. COUNTY OFFICIALS REPORT
8. Public Comments
9. **OLD BUSINESS**
10. **NEW BUSINESS**
  - A. Consider budget amendments and appropriations.
  - B. Consider letter from Sheriff concerning School Resource Officers. -Sheriff's Department
  - C. Consider software for the building department. -Building Inspector
  - D. Consider Resolution Adopting Rhea County Comprehensive Growth Plan. -RETC Director
  - E. Consider License Agreement between Rhea County and TDOT. -Jim Vincent

- F. Consider Resolution TO Authorize Couty Executive Jim Vincent To Set Up Interest-Bearing Account At Southeast Bank To Deposit Monies For Post-Closure Care Of Landfill. -Jim Vincent
- G. Consider Second Amendment to Sanitary Landfill Operation Agreement to be read into the minutes. -Jim Vincent
- H. Consider A Resolution To Declare Expired Fire Extinguishers As Surplus; To Authorize A Sale As Scrap Metal; And Direct That Proceeds Of Sale Shall be Used For Additional Equipment And Necessary Expenses Of The Rhea County Fire Department. -EMA Director
- I. Consider Resolution To Adopt A Policy For Public Comments At Meetings Per The Tennessee Open Meetings Act. -Jim Reed
- J. Consider the list of deletions, changes, and pickups made from the property assessor and the state to the 2021 tax roll to be read into the minutes. -Neva Webb
- K. Consider Resolution Authorizing Cost Reimbursement Grant Between The State Of Tennessee Department Of Environment And Conservation And Rhea County With Matching Funds of \$11,331.68 To Be Drawn From The Waste Services Account. - Jim Vincent
- L. Consider Project Cool. -RETC Director
- M. Consider Project Cerberus. -RETC Director

11. ELECTION OF NOTARY

12. COUNTY EXECUTIVE'S REPORT

13. COUNTY ATTORNEY REPORT

14. COMMISSIONER COMMENTS

15. ADJOURNMENT

Rhea County Sheriff's Department  
7800 Rhea County Hwy  
Dayton, TN 37321  
<http://www.rheacountytn.gov>

Sheriff's Office: 423-775-7837  
Jail: 423-775-7838  
Fax: 423-775-5463  
Dispatch: 423-775-2442

At the beginning of 2023 legislative session, Governor Lee introduced a new bill to strengthen physical security at every public school as a result of the school shooting in Nashville, TN. The Sheriff's Department has applied for a new grant that is funded through the State of Tennessee regarding school resource officers (SRO). Law Enforcement agencies that currently provide SRO's are eligible for this grant.

The Sheriff's office currently has 8 SRO's employed, costing a total of \$518,455 per year. The SRO grant program is not to exceed \$75,000 per year, per SRO, at each K-12 public school. This grant will cover 7 of the 8 officers' salaries. This grant will reimburse approximately \$452,000 in salaries for the SRO's. The grant is approved for 3 years with annual application. That would be approximately \$1,356,000 over the 3-year period.

I would like an additional SRO to be a floating officer between the schools through the grant. The additional SRO would respond if there is a major problem, check in with the other officers, and also cover if any of the other officers are out sick or take a vacation, making sure an officer stays present in every school. If the grant is not renewed after the 3 years by the State then the County would only have to assume 1 new officer.

This would mean that the County would only be responsible for covering 2 SRO salaries while we are receiving the grant. The other 7 SRO's salaries would be covered by the grant, for a total of 9 SRO's county-wide. I would ask that the SRO's salaries remain in my budget and use the grant money to reimburse the salaries for the 7 SRO's. This way, at the end of the 3 years or for however long this grant continues, the County does not have to come up with \$452,000 per year for their salaries.

This grant provides us with the opportunity to provide extra money for the County while helping us achieve our goal of school security. Ensuring the safety of our children and educators at school has been and always will be a priority of mine.

Breakdown:

Grant money available – \$525,000

Number of current SRO's – 8

Asking for 1 additional SRO to a total of 9 with the 9<sup>th</sup> being a roving supervisor to monitor all schools

Amount of salaries (7) covered by grant – approx. \$452,000

Amount of salaries (2) County would pay – approx. \$132,600

County Savings over 3-year period – approx. \$1,356,000

Remaining Grant Money for Equipment & Training – approx. \$73,000

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING RHEA COUNTY COMPREHENSIVE GROWTH PLAN**

**WHEREAS**, the comprehensive growth plan process having been initiated by the Rhea Economic and Tourism Council with the approval of a contract to work with a consultant team to address the future opportunities in a coordinated and comprehensive manner to maintain and enhance the quality of life enjoyed by county residents; and,

**WHEREAS**, the planning goals established under the Growth Plan address the future growth and development of Rhea County; improvements to parks and recreation; preserving the small-town charm; downtown development; improvements to the Highway 27 corridor; concerns about infrastructure; creating more things for kids to do; improved communication and transparency at city and county levels of government; and guided planning and zoning regarding where big-box retail could be located with the county; and,

**WHEREAS**, the Growth Plan sets goals guiding the planned growth and development of Rhea County; and,

**WHEREAS**, the Rhea County Comprehensive Growth Plan, attached herewith, includes all necessary elements; and,

**WHEREAS**, the plan has been available for public review and comment and has been reviewed by the County Legislative Body; and,

**NOW THEREFORE, BE IT RESOLVED**, by the Rhea County Legislative Body meeting in session on August 15, 2023 that:

**SECTION 1:** That the Rhea County Comprehensive Growth Plan, attached herewith as Exhibit "A," is hereby adopted.

**SECTION 2:** That the Rhea County Comprehensive Growth Plan, attached as Exhibit A, will serve as the blueprint directing capital planning needs for the entire Rhea County Area.

**PASSED AND ADOPTED** by the Rhea County Board of Commissioners, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

**ATTEST:**

\_\_\_\_\_  
Linda Shaver, County Clerk

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 2  
7512 Volkswagen Drive  
Chattanooga, TN 37416  
(Local Government)

Project Nos. 72005-2210-04  
61001-2205-04  
Tract: 4  
Rhea County  
Request No. 7176

### LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and **RHEA COUNTY, TENNESSEE** (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to construct and maintain a gravel parking lot underneath the bridge over the Tennessee River on State Route 30 at mile marker 17.186 in Rhea County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to construct and maintain a gravel parking lot underneath the bridge over the Tennessee River on State Route 30 at mile marker 17.186 in Rhea County, Tennessee, (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a ten (10) year, renewable license which shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall end on \_\_\_\_\_, 20\_\_\_\_.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the

Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
13. **COMPLIANCE** - All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and

regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89–670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would

result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

- 18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
- 19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
- 20. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

Rhea County, Tennessee  
1475 Market Street, Suite 301  
Dayton, Tennessee 37321

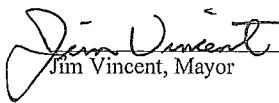
**TO THE STATE:**

TN Department of Transportation  
ATTN: Brian Dickerson  
James K. Polk Building, 6<sup>th</sup> Floor  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

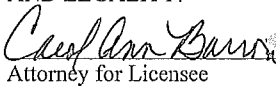
**RHEA COUNTY, TENNESSEE**

  
Jim Vincent, Mayor

**SIGN  
HERE**

DATE: 8/1/23

APPROVED AS TO FORM  
AND LEGALITY:

  
Attorney for Licensee

**SIGN  
HERE**

DATE: 8/2/23

**STATE OF TENNESSEE**

\_\_\_\_\_  
Howard H. Eley  
Deputy Governor and Commissioner  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_



# Rhea County Government - License Agreement - SR-30

## DEPARTMENT OF TRANSPORTATION BUREAU OF PLANNING AND DEVELOPMENT

### RHEA MEIGS COUNTIES

STATE ROUTE 30  
BRIDGE AND APPROACHES OVER  
THE TENNESSEE RIVER  
(NEAR WASHINGTON FERRY)

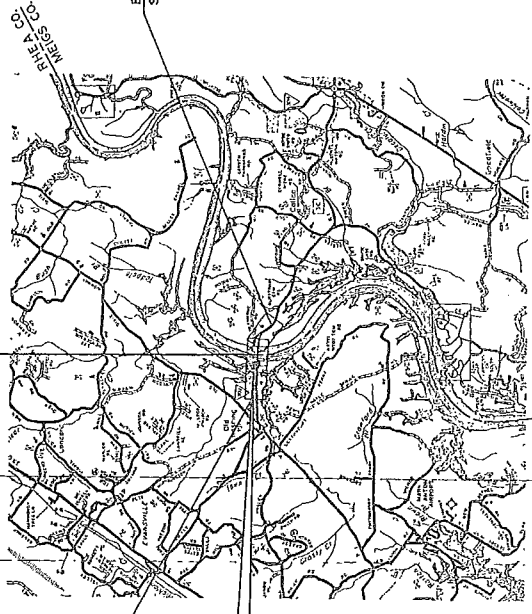
R.O.W.

STATE HIGHWAY NO. 30 F.A.H.S. NO. 30

END PROJ. NO. 72005-2210-04 (RHEA CO.) BEGIN PROJ. NO. 61001-2205-04 (MEIGS CO.)  
STA. 137+15 (R.O.W.) STA. 137+15 (R.O.W.)

BEGIN PROJECT 72005-2210-04 (RHEA CO.)  
STA. 100+00.00 (R.O.W.)

END PROJECT 6101-2205-04 (MEIGS CO.)  
STA. 168+50.00 (R.O.W.)



AREA TO BE LICENSED  
1.23 ACRES±



SPECIAL NOTES

**Map Information**  
 Requestor: Rhea County Tennessee Government  
 County: Rhea  
 Federal No: N/A  
 State No: 72005-2210-04  
 Tract No: 4

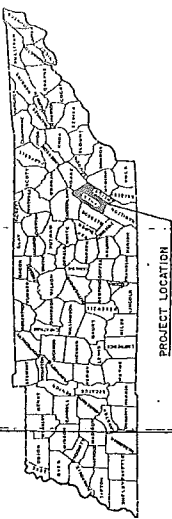
1 inch = 14,232 feet  
 0 4,000 8,000 16,000 24,000 32,000 Feet

#### EXHIBIT A Index of Sheets

- SHEET NO.  
 1  
 2-2A  
 3  
 4-16  
 4A-6A  
 7-7A  
 8  
 9  
 10
- TITLE SHEET  
 TYPICAL SECTIONS  
 PROPERTY MAP & ACQUISITION TABLE  
 PRESENT LAYOUT SHEETS  
 PROPOSED & PROFILE LAYOUT SHEETS  
 DRAINAGE MAP  
 CULVERT SECTIONS  
 SURVEY REFERENCE POINTS

FILE NO.	F-29
DESIGN DIVISION	
TENNESSEE D. T.	

TENN.	1994	1
REV. 2-16-94	CHANGED YEAR TO 1994	



NO EIGHTIONS  
NO EXCLUSIONS

APPROVED: *Paul R. M...* DIRECTOR, DESIGN DIVISION  
 DATE: \_\_\_\_\_  
 APPROVED: *...* COMMISSIONER

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DIVISION ADMINISTRATOR

TRAFFIC DATA	
ADT (1982)	4000
ADT (2014)	4000
DDV (2014)	220
D	
T (ADT)	18%
T (DDV)	60 (ADT)

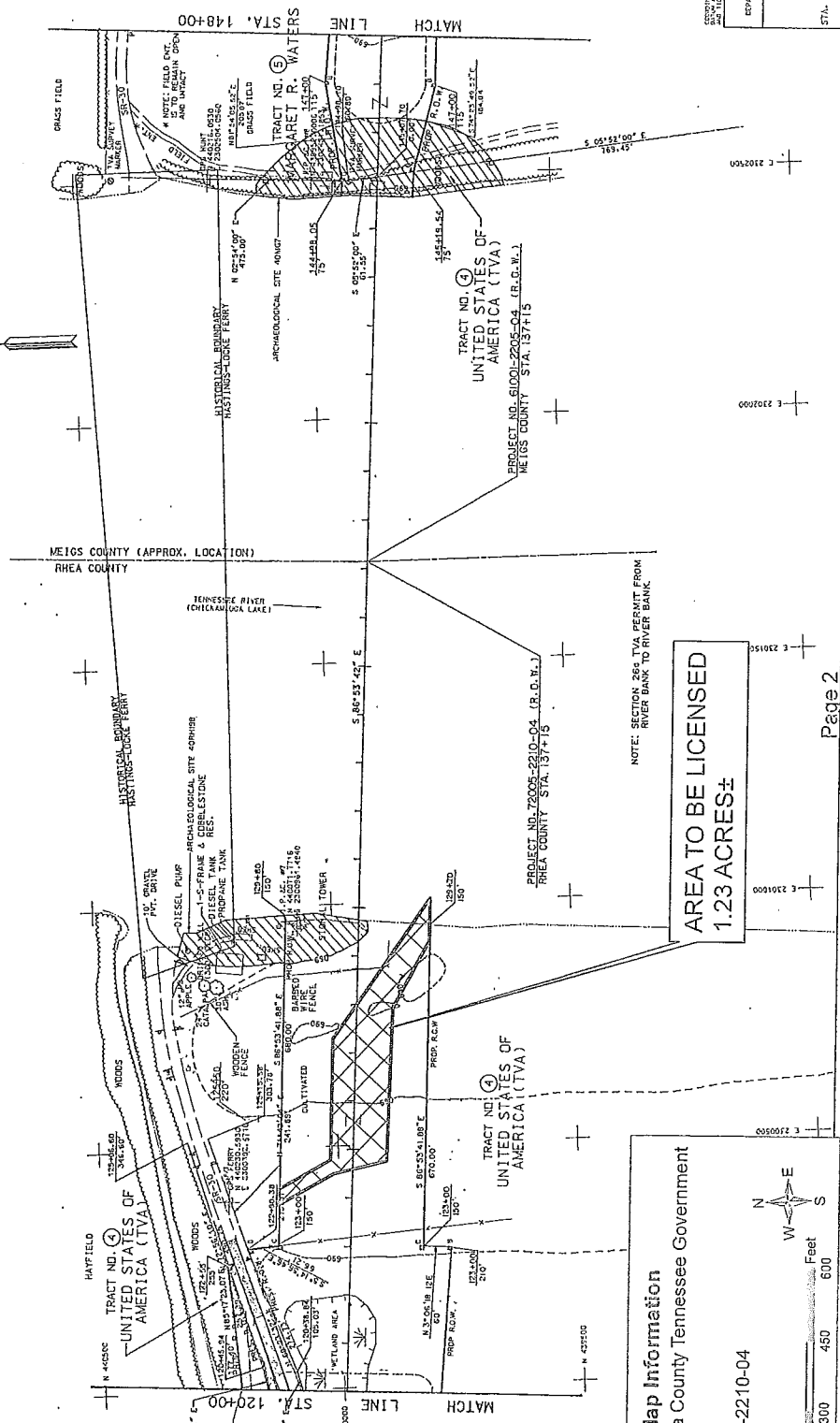
# Rhea County Government - License Agreement - SR-30

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	1954	72005-2210-04	5
R.O.W.	1954	72005-2210-04	5
CONST.	1954	72005-2210-04	5
CONST.	1954	72005-2210-04	5

REV. 2-20-14 REVISED YEAR TO 1954.  
EXTENDED 25% CONTINGENCY.

REGION DIVISION  
FILE NO. F-29

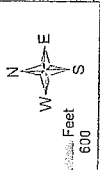
EXHIBIT A  
N 411000



NOTE: SECTION 206 TVA PERMIT FROM RIVER BANK TO RIVER BANK.

AREA TO BE LICENSED  
1.23 ACRES ±

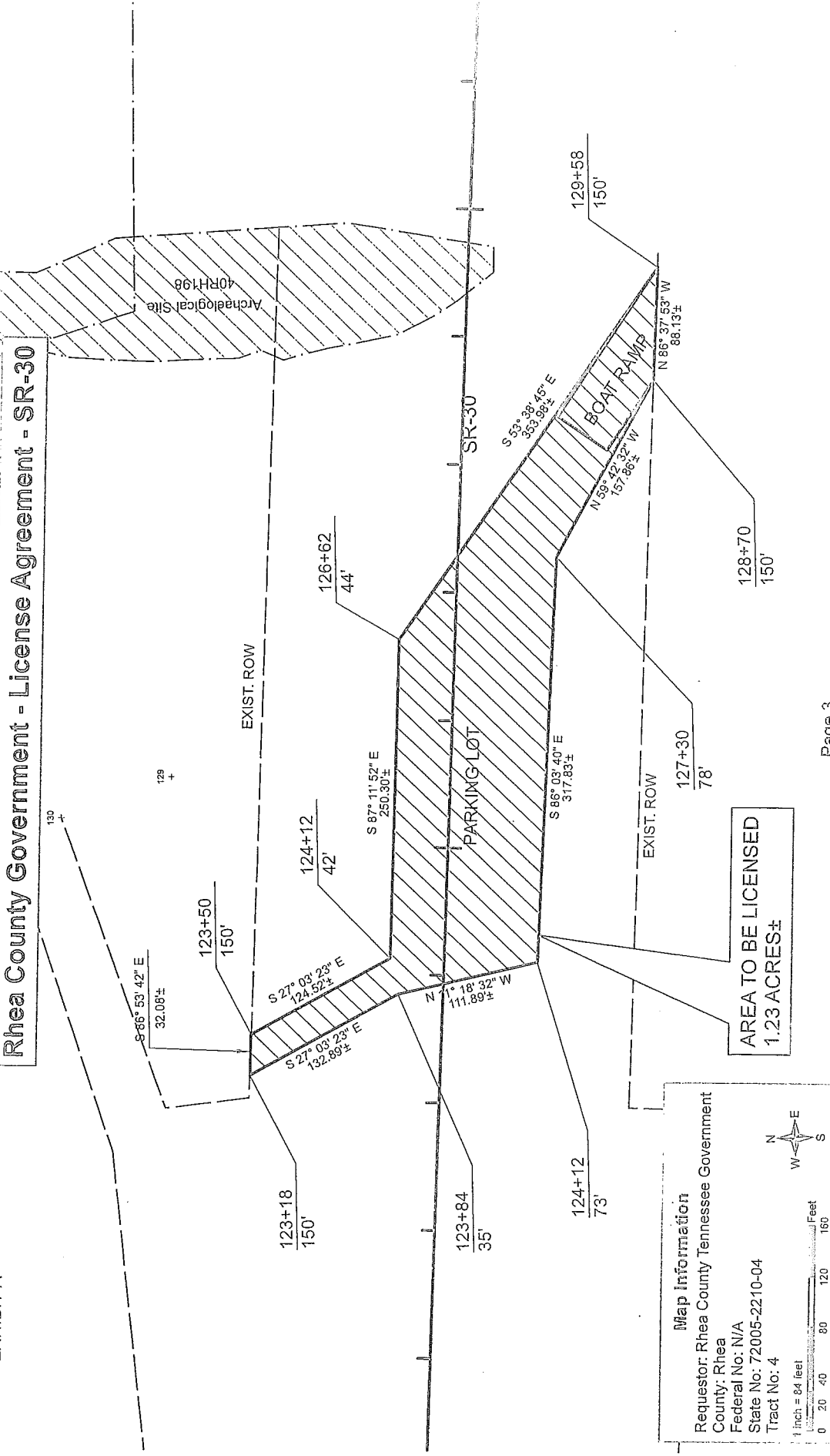
**Map Information**  
 Requestor: Rhea County Tennessee Government  
 County: Rhea  
 Federal No: N/A  
 State No: 72005-2210-04  
 Tract No: 4  
 1 inch = 268 feet  
 0 75 150 300 450 600 Feet



Page 2

ENGINEER: [Name]  
 STATE OF TENNESSEE  
 DEPARTMENT OF REVENUE  
**PRESENT LAYOUT**  
 STA. 120+00 TO STA. 145+00  
 SCALE: 1"=100'

Rhea County Government - License Agreement - SR-30



**Map Information**

Requestor: Rhea County Tennessee Government  
 County: Rhea  
 Federal No: N/A  
 State No: 72005-2210-04  
 Tract No: 4

1 inch = 84 feet

0 20 40 80 120 160 Feet

N  
W ← E  
S

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO AUTHORIZE COUNTY EXECUTIVE JIM VINCENT  
TO SET UP INTEREST-BEARING ACCOUNT AT SOUTHEAST BANK  
TO DEPOSIT MONIES FOR POST-CLOSURE CARE OF LANDFILL**

**WHEREAS**, Pursuant to the most recent Amendment to the Sanitary Landfill Operation Agreement, Capital Waste, LLC is required to remit to Rhea County an amount equal to the result of the number of Solid Waste tons received and accepted for disposal at the Expanded Landfill for which a tipping fee is charged and received by Contractor during such quarter, multiplied by forty-seven cents (\$0.47), which is designated to compensate the County for all Post-Closure Care costs for the Expanded Landfill following Closure as set forth in Paragraph 7. Section 10.07 (Post-Closure Care Fund of New Landfill/Expanded Landfill) in the First Amendment to Sanitary Landfill Operation Agreement dated December 31, 2020; and

**WHEREAS**, Rhea County is required by law to maintain these funds in trust for the expenses associated with post-closure care of the landfill; and

**WHEREAS**, the Board of County Commissioners for Rhea County hereby authorizes the County Executive, Jim Vincent to set up an interest-bearing account at Southeast Bank to deposit monies for post-closure care of the landfill; and

**WHEREAS**, the account shall have at least two of three authorized signatures of the County Executive, Finance Director or Assistant Finance Director; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Rhea County does hereby authorize County Executive, Jim Vincent, to set up an interest-bearing account at Southeast Bank. That said account shall require at least two of three authorized signatures of the County Executive, Finance Director or Assistant Finance Director. That all monies received into this account shall be used exclusively for post-closure care expenses of the landfill.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

RESOLUTION NO. \_\_\_\_\_

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**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Vincent, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

**SECOND AMENDMENT TO  
SANITARY LANDFILL OPERATION AGREEMENT**

This Second Amendment to the Sanitary Landfill Operation Agreement and the First Amendment thereof (this "Amendment") is made and entered into as of July 1<sup>st</sup>, 2023, by and between Rhea County, Tennessee (hereinafter referred to as the "County") and Capital Waste Services, LLC, a Delaware limited liability company, with its principal place of business at 1450 Bluff Road, Columbia, South Carolina 29201 (hereinafter referred to as "CWS").

**WHEREAS**, Rhea County, Tennessee and Santek Environmental, Inc. have entered into that certain Landfill Operation Agreement dated February 16, 1999 to provide for the management of the Rhea County Solid Waste Landfill; and

**WHEREAS**, the Agreement was entered into by the County through its County Executive, using powers evoked under T.C.A. Sec. 5-19-101 et seq., (Title 5"), which authorizes a county to provide garbage and rubbish ..... disposal services to the entire county ....., "by entering, among other things, agreements such as the Agreement with private parties and the County continues to delegate to the County Executive the ability to negotiate, modify and/or alter the Agreement under Title 5; and

**WHEREAS**, the parties entered into the First Amendment to the 1999 Sanitary Landfill Operation Agreement on December 31, 2020 and ratified by Resolution of the Rhea County Commission on January 19, 2021; and

**WHEREAS**, Santek Environmental, Inc. subsequently, Santek Environmental, LLC and now Capital Waste Services, LLC; and

**WHEREAS**, the parties wish to make certain additional amendments to the Landfill Operation Agreement and First Amendment to the Agreement, including immediately accepting payment in full of \$750,000.00 for reimbursement costs of road improvements to Smyrna Road and surrounding area, instead of said reimbursement being amortized over a Five (5) year period as set out in Section 5.6(b) of the First Amendment to the Agreement and to issue a Letter of Fulfilled Obligation of payment in full; and

**WHEREAS**, upon completion of the permitting process for the new cell, Capital Waste Services, LLC seeks to increase the annual tonnage limitation set out in Section 5.12 of First Amendment to Agreement from 400,000 tonnage annually, to 500,000 tonnage annually, for a total increase of 100,000 tonnage annually for the new cell; and

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of County Commissioners of Rhea County, Tennessee, meeting in session on this 30th day of June 2023 that:

**SECTION ONE:** The County Executive shall enter into a Second Amendment to the Landfill Operation Agreement dated February 16, 1999 to accept payment in full of \$750,000.00 for reimbursement costs of road improvements to Smyrna Road and surrounding area and execute a Letter of Fulfilled Obligation for payment in full; and

**SECTION TWO:** Section 5.12 of the First Amendment to Agreement shall be amended to reflect that upon the completion of the permitting process, an increase in the annual tonnage limitation from 400,000 tonnage annually to 500,000 tonnage annually.

Other than as expressly amended by the terms of this Amendment as of the Effective Date, all of the terms and conditions of the Services Agreement (including the unaffected provisions of each Section) are hereby ratified, acknowledged and affirmed by both parties, and such terms and conditions shall continue and remain in full force and effect.

Defined terms used herein are to have the same meaning as such terms in the Agreement, unless expressly indicated herein to the contrary.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the day herein above written.

**RHEA COUNTY, TENNESSEE**

By: Executive

Name: Jim Vincent

Title: County Executive, Rhea County, TN

**CAPITAL WASTE SERVICES, LLC**

By: [Signature]

Matt Parker, President and CEO

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO DECLARE EXPIRED FIRE EXTINGUISHERS AS SURPLUS; TO AUTHORIZE A SALE AS SCRAP METAL; AND DIRECT THAT PROCEEDS OF SALE SHALL BE USED FOR ADDITIONAL EQUIPMENT AND NECESSARY EXPENSES OF THE RHEA COUNTY FIRE DEPARTMENT**

**WHEREAS**, the Rhea County Board of Commissioners has determined that there is no immediate or future need for expired fire extinguishers; and

**WHEREAS**, the Rhea County Board of Commissioners desires to declare the expired fire extinguishers as surplus property; and

**NOW THEREFORE, BE IT RESOLVED** By the Rhea County Board of Commissioners that:

**SECTION 1.** The expired fire extinguishers shall be and are hereby declared surplus property.

**SECTION 2.** The Emergency Management Director shall be and is hereby directed to dispose of expired fire extinguishers declared as surplus property by sale as scrap metal.

**SECTION 3.** That proceeds from the sale of expired fire extinguishers declared as surplus and sold as scrap metal shall be used for additional equipment and necessary expenses of the Rhea County Fire Department.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO ADOPT A POLICY FOR PUBLIC COMMENTS  
AT MEETINGS PER THE TENNESSEE OPEN MEETINGS ACT**

**WHEREAS**, pursuant to the Tennessee Open Meetings Act granting the public the right to attend and observe public meetings and requiring governing bodies to provide a period for public comment at every meeting where there is an actionable item on the agenda; and

**WHEREAS**, the public comments must be germane to items on the agenda and the governing body may put reasonable restrictions on the period for public comment, such as the number of speakers or the time period for public comment; and

**WHEREAS**, to insure that opposing viewpoints are fairly represented, the Rhea County Legislative Body desires to adopt procedures as follows:

1. A sign-up sheet for public comment shall be available prior to each applicable meeting and will be closed and removed at the start of the meeting.
2. PUBLIC COMMENTS ARE LIMITED TO AGENDA ITEMS ONLY
3. All members of the public signing up for comment shall be required to review the rules of procedure for public comment.
4. Any member of the public addressing the County Commission must indicate which agenda item they wish to provide comment.
5. Each individual public comment shall be limited to Three (3) minutes.
6. Only those members of the public that have signed the sign-up sheet prior to the start of the meeting will be permitted to address the County Commission.
7. Public comments shall be taken in the order in which the sign-up is listed.
8. The total public comment period addressing the County Commission shall be limited to Thirty (30) minutes.
9. If there are more people wishing to address the County Commission than can be heard in the thirty (30) minutes public comment period and in order to hear opposing views, the County Commission by motion can limit each speaker to 2 minutes and/or require the public to limit the number of speakers addressing the County Commission on the same subject and expressing the same viewpoint.
10. Members of the public wishing to address an item NOT on the agenda must first contact the County Commission Chairman or other appropriate county official who will determine whether or not such item should be placed on the agenda.

11. The County Commission reserves the right to temporarily suspend these rules of procedure upon a motion, second, and majority vote of the County Commission.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Rhea County does hereby adopt the above policy for public comments at meetings per the Tennessee Open Meetings Act.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

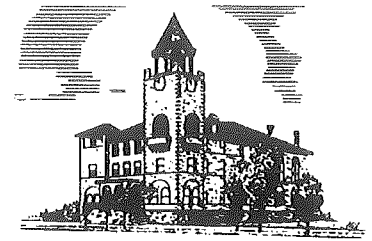
\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

NEVA WEBB  
RHEA COUNTY TRUSTEE



Rhea County Courthouse Annex  
375 Church Street - Suite 110  
Phil Swafford Building  
Dayton, Tennessee 37321  
(423) 775-7810  
Fax (423) 775-7876

Rhea County Commission,

Attached is the list of deletions, changes, and pickups made from the property assessor and the state to the 2021 tax roll.

Additions & Increases..... \$87,458.71  
-Deletions & Decreases.....\$34,787.28  
Difference of..... \$52,671.43

+Public Utilities (from the state) .....\$631,452.00

Total Additions to the 2021 Tax Roll= \$684,123.43

Respectfully submitted,

A handwritten signature in cursive script that reads "Neva Webb".

Neva Webb, Trustee

08/04/2023

Tax Aggregate By Tax Year

2021 Tax Aggregate

Beginning Property Tax Aggregate:	16,299,468.24	(+)
Additions:	72,377.71	(+)
Increases:	15,081.00	(+)
-----		
Total Taxes To Account For:	16,386,926.95	(=)
Taxes Collected:	16,052,136.67	(+)
Deletions:	1,259.00	(+)
Decreases:	33,528.28	(+)
Unpaid Taxes:	300,003.00	(+)
Bankruptcies:	1,039.00	(+)
State Appeal:	0.00	
Tax Deferred:	0.00	
-----		
Total Taxes Accounted For:	16,386,926.95	(=)

2021 PUBLIC UTILITIES

Beginning Public Utility Aggregate:	631,452.00	(+)
Additions:	0.00	(+)
Increases:	0.00	(+)
-----		
Total Taxes To Account For:	631,452.00	(=)
Taxes Collected:	628,806.00	(+)
Deletions:	0.00	(+)
Decreases:	0.00	(+)
Unpaid Public Utilities:	2,646.00	(+)
Bkrup/St App:	0.00	
-----		
Total Taxes Accounted For:	631,452.00	(=)

Decreases = 89,458.71

+ Public Utilities 631,452.00

Total Increase = 718,910.71

Decreases = 34,987.28

Total Increase = 684,123.43

Tax Year: 2021  
Transaction Cut Off Date: 06/30/2023

\* End of Report: RHEA CO TRUSTEE \*

Summary Audit Net Change Rpt.

Receipt	Audit Seq	Di	Map	Ctl	Gp	Parcel NO	ID	Si	Certification	Last Change Date	Increase Amt	Decrease Amt
2021-00000225	1	04-103-A	-103-A	-A	-008.00-P	-001				12/28/2021	0.00	30.00
2021-0000077	1	04-088-	-088-	-	-040.01-	-000				12/14/2021	0.00	162.00
2021-0000409	1	03-083-	-083-	-	-069.02-	-000				10/29/2021	0.00	3,607.00
2021-0000409	2	03-083-	-083-	-	-069.02-	-000				10/29/2021	364.00	0.00
2021-0001187	1	03-089-L	-089-L	-A	-023.00-P	-002				06/06/2022	0.00	7.00
2021-0002663	1	01-017-	-017-	-	-054.00-	-000				11/08/2021	0.00	33.00
2021-0002978	1	03-092-	-092-	-	-010.00-T	-001				11/03/2021	0.00	235.00
2021-0003984	1	03-083-	-083-	-	-069.02-P	-003				11/15/2021	0.00	34.00
2021-0004069	1	04-102-	-102-	-	-100.11-P	-001				12/21/2021	0.00	34.00
2021-0004070	1	04-102-	-102-	-	-032.13-P	-030				06/09/2022	442.00	0.00
2021-0004403	1	01-008-	-008-	-	-002.00-	-000				11/17/2021	0.00	1,292.19
2021-0004573	1	04-102-	-102-	-	-006.00-	-000				01/26/2022	0.00	310.00
2021-0005978	1	04-095-	-095-	-	-027.00-	-000				10/15/2021	0.00	972.00
2021-0006007	1	02-031-I	-031-I	-C	-021.00-	-000				01/31/2022	0.00	3,108.00
2021-0006608	1	04-102-	-102-	-	-049.01-	-000				11/09/2021	607.00	0.00
2021-0006684	1	03-077-	-077-	-	-009.00-	-000				11/30/2021	0.00	0.00
2021-0008282	1	01-018-	-018-	-	-049.01-	-000				11/04/2021	1,463.00	0.00
2021-0008282	1	03-061-	-061-	-	-061.02-P	-001				12/21/2021	306.00	0.00
2021-0009563	1	01-026-	-026-	-	-007.02-	-000				10/15/2021	0.00	903.00
2021-0009731	1	01-038-	-038-	-	-088.00-	-000				02/08/2022	148.00	0.00
2021-0010041	1	04-103-A	-103-A	-A	-046.00-	-000				10/27/2021	11.00	0.00
2021-0010612	1	04-101-J	-101-J	-B	-009.00-	-000				11/01/2021	0.00	1,106.00
2021-0011336	1	04-096-D	-096-E	-A	-004.02-P	-005				03/15/2022	0.00	34.00
2021-0011420	1	02-037-I	-037-I	-A	-041.00-P	-001				02/24/2022	0.00	7.00
2021-0011770	1	01-031-	-031-	-	-072.00-T	-001				01/26/2022	0.00	39.00
2021-0011883	1	01-031-	-031-	-	-072.00-T	-002				01/26/2022	0.00	43.00
2021-0012214	1	04-102-	-096-F	-A	-002.00-P	-001				11/18/2021	0.00	33.00
2021-0013257	1	04-096-	-096-	-	-085.02-	-000				10/20/2022	0.00	13,215.00
2021-0013329	1	03-104-	-104-	-	-013.00-	-000				10/28/2021	0.00	4,862.00
2021-0014771	1	04-096-	-096-	-	-120.00-P	-012				11/09/2021	10,956.00	0.00
2021-0015099	1	04-096-F	-096-F	-A	-006.00-P	-001				03/28/2022	0.00	34.00
2021-0015801	1	02-031-H	-030-D	-F	-009.00-	-000				11/05/2021	0.00	159.00
2021-0015885	1	03-090-A	-090-A	-D	-030.03-P	-002				04/14/2022	0.00	19.00
2021-0016950	1	04-096-	-096-	-	-101.03-P	-003				03/08/2022	0.00	348.00
2021-0017955	1	04-083-	-083-	-	-074.00-P	-002				12/31/2021	89.00	0.00
2021-0018718	1	02-031-I	-031-I	-C	-025.00-	-000				02/11/2022	0.00	148.00
2021-0018854	1	03-085-C	-085-C	-A	-009.01-	-000				11/03/2021	0.00	238.00
2021-0018988	1	04-107-	-107-	-	-028.02-P	-001				10/26/2022	0.00	224.00
2021-0019002	1	04-096-D	-096-D	-E	-007.00-P	-021				11/23/2021	0.00	7.00
2021-0019030	1	04-096-D	-096-D	-C	-009.01-P	-002				12/21/2021	186.00	0.00
2021-0019181	1	03-090-A	-090-H	-F	-021.00-P	-001				12/28/2021	0.00	78.00
2021-0020099	1	03-090-H	-090-H	-A	-022.00-	-000				09/07/2022	0.00	198.00
2021-0020529	1	03-078-N	-085-C	-A	-007.00-	-000				11/02/2021	0.00	3.00
2021-0020529	2	03-078-N	-085-C	-A	-007.00-	-000				11/05/2021	0.00	0.00
2021-0020530	1	03-078-N	-085-C	-A	-008.01-	-000				11/02/2021	0.00	22.00
2021-0020530	2	03-078-N	-085-C	-A	-008.01-	-000				11/05/2021	0.00	13.00
2021-0020556	1	04-102-N	-102-N	-A	-030.00-P	-001				05/13/2022	0.00	7.00
2021-0020733	1	03-098-	-098-	-	-021.06-P	-001				03/09/2022	0.00	17.00
2021-0020749	1	04-102-E	-103-H	-A	-021.00-P	-001				03/25/2022	0.00	29.00
2021-0020961	1	04-109-	-109-	-	-011.00-	-000				12/28/2021	0.00	339.00
2021-0020978	1	04-089-	-089-	-	-006.03-	-000				01/14/2022	0.00	303.00
2021-0022789	1	04-089-W	-089-M	-B	-012.00-	-000				10/15/2021	1,538.00	0.00

Receipt	Audit Seq	DI	Map	1	2	1	2	GP	Parcel NO	ID	SI	Certification	Last Change Date	Increase Amt	Decrease Amt
2021-0022790	1	02-057-	-057-	-	-	-001.00-	-000						10/15/2021	306.88	0.00
2021-0022791	1	02-057-	-057-	-	-	-001.00-	-000						10/15/2021	315.30	0.00
2021-0022792	1	03-069-	-069-	-	-	-110.10-	-001						10/27/2021	949.47	0.00
2021-0022793	1	04-101-	-101-	-	-	-030.00-	-000						11/04/2021	753.33	0.00
2021-0022794	1	03-077-	-077-	-	-	-009.10-	-000						11/30/2021	724.64	0.00
2021-0022795	1	03-077-	-077-	-	-	-009.11-	-000						11/30/2021	231.43	0.00
2021-0022796	1	03-077-	-077-	-	-	-009.12-	-000						11/30/2021	440.35	0.00
2021-0022797	1	03-077-	-077-	-	-	-009.09-	-000						11/30/2021	412.02	0.00
2021-0022798	1	03-077-	-077-	-	-	-009.13-	-000						11/30/2021	449.89	0.00
2021-0022799	1	01-022-	-022-	-	-	-005.00-	-000						12/16/2021	623.45	0.00
2021-0022800	1	01-011-	-011-	-	-	-014.25-	-000						12/30/2021	629.10	0.00
2021-0022801	1	03-098-	-098-	-	-	-006.00-	-000						01/12/2022	598.62	0.00
2021-0022802	1	01-007-	-007-	-	-	-012.05-	-000						01/19/2022	652.19	0.00
2021-0022803	1	01-026-	-026-	-	-	-020.02-	-000						01/27/2022	417.00	0.00
2021-0022804	1	02-031-I	-031-P	-C	-	-019.00-P	-002						02/11/2022	438.00	0.00
2021-0022805	1	02-031-I	-031-P	-C	-	-019.00-P	-002						02/11/2022	978.00	0.00
2021-0022806	1	03-090-P	-089-M	-G	-	-028.01-P	-001						02/11/2022	72.00	0.00
2021-0022807	2	03-090-P	-089-M	-G	-	-028.01-P	-001						02/11/2022	168.00	0.00
2021-0022808	2	03-090-P	-089-M	-G	-	-028.01-P	-001						02/11/2022	144.00	0.00
2021-0022809	1	03-098-	-098-	-	-	-006.00-	-000						02/17/2022	338.00	0.00
2021-0022810	1	01-031-	-031-	-	-	-011.00-P	-001						02/23/2022	277.53	0.00
2021-0022811	1	02-031-I	-031-I	-H	-	-030.00-P	-001						02/23/2022	7,391.00	0.00
2021-0022812	1	02-031-I	-031-I	-H	-	-030.00-P	-001						02/23/2022	5,116.00	0.00
2021-0022813	1	02-031-I	-031-I	-H	-	-030.00-P	-001						02/23/2022	149.00	0.00
2021-0022814	1	04-107-	-107-	-	-	-002.00-	-000						02/25/2022	199.00	0.00
2021-0022815	1	01-026-	-026-	-	-	-020.01-	-000						02/27/2022	485.00	0.00
2021-0022816	1	03-054-	-054-	-	-	-014.08-	-000						03/01/2022	29,099.31	0.00
2021-0022817	1	00-007-	-007-	-	-	-007.00-	-000						02/27/2022	1,024.80	0.00
2021-0022818	1	04-089-	-089-	-	-	-079.01-	-000						04/06/2022	515.76	0.00
2021-0022819	1	01-011-	-011-	-	-	-062.00-	-000						05/23/2022	281.22	0.00
2021-0022820	1	03-061-	-061-	-	-	-031.06-P	-002						08/16/2022	832.02	0.00
2021-0022821	1	03-083-	-083-	-	-	-096.00-	-000						08/29/2022	94.71	0.00
2021-0022822	1	03-076-	-076-	-	-	-045.00-P	-001						09/14/2022	208.00	0.00
2021-0022823	1	03-078-	-078-	-	-	-016.00-P	-004						10/28/2022	1,824.69	0.00
2021-0022824	1	04-113-	-113-	-	-	-999.19-P	-004						01/05/2023	1,036.00	0.00
2021-0022825	1	03-076-	-076-	-	-	-011.00-P	-003						01/24/2023	126.00	0.00
													01/26/2023	764.00	0.00
														12,280.00	0.00
														87,458.71	34,787.28

Tax Year: 2021  
 Transaction Cut Of Date: 06/30/2023  
 \* End of Report: RHEA CO TRUSTEE \*

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING COST REIMBURSEMENT GRANT BETWEEN  
THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND  
CONSERVATION AND RHEA COUNTY WITH MATCHING FUNDS OF \$11,331.68  
TO BE DRAWN FROM THE WASTE SERVICES ACCOUNT**

**WHEREAS**, Rhea County desires to accept an agreement from the State of Tennessee, Department of Environment and Conservation for cost reimbursements for the provisions of convenience centers in Rhea County for Federal Fiscal Year beginning 2023 and ending 09/30/2028; and

**WHEREAS**, this agreement will provide cost reimbursements up to the sum of \$45,326.70; and

**WHEREAS**, Rhea County will be required to provide matching funds in the amount of \$11,331.68 to be drawn from the Waste Services Account; and

**WHEREAS**, this grant funding will be used to purchase a Marathon RJ-450 Compactor and Two (2) Wastequip 42 Cubic Yard Receiver Containers; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize the Cost Reimbursement Grant up to the sum of \$45,326.70 from the Tennessee Department of Environment and Conservation with matching funds in the amount of \$11,331.68 to be drawn from the Waste Services Account and this grant funding shall be used to purchase a Marathon RJ-450 Compactor and Two (2) Wastequip 42 Cubic Yard Receiver Containers.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 1, 2023	<b>End Date</b> September 30, 2028	<b>Agency Tracking #</b> 32701-05190	<b>Edison ID</b> TBD		
<b>Grantee Legal Entity Name</b> Rhea County			<b>Edison Vendor ID</b> 0000002742		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b> Grantee's fiscal year end June 30			
<b>Service Caption (one line only)</b> Convenience Center Grant					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024	\$45,326.70	0.00	0.00	0.00	\$45,326.70
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>TOTAL:</b>	<b>\$45,326.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$45,326.70</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			All eligible entities are solicited. Grants are awarded based on the technical merit of the application, and grant contracts are funded based on funds made available through Tennessee Code Annotated section 68-211-821(a).		
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Scott Grammer \MKH</i>				CPO USE - GG	
<b>Speed Chart (optional)</b> EN00016386		<b>Account Code (optional)</b> 71301000 32742			



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
RHEA COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County, hereinafter referred to as the "Grantee," is for the provision of convenience center, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 000002742

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Title VI Certification. The Grantee is required to retain a Title VI training program within the Organization. The Grantee shall submit Title VI training verification to the State within thirty (30) days of this Grant Contract's execution and before requesting the Grantee's first payment.
- A.3. Project Pre-Implementation Meeting. The Grantee shall attend a mandatory pre-implementation project review meeting wherein grant contract expectations and contract scopes will be reviewed and explained, and a presentation of accountability for attaining said expectations will be explained before any work commences.
- A.4. Grants Management System. The Grantee shall utilize the Grants Management System (GMS) online portal to complete all relevant grant actions.
- A.5. Planning. The Grantee shall adhere to the approved timetable submitted in its application. If deviation from this timetable becomes necessary, the Grantee shall submit a written request to the State pursuant to Section A.6.
- a. The Grantee shall submit a bid package for budget approved equipment and/or materials for approval within **sixty (60) days** of permit approval in accordance with local government bidding practices as noted in Section D.20. The bid package shall be submitted for State approval by **December 29, 2023**.
  - b. Upon receipt of written approval by the State, the Grantee shall order equipment or materials **within two (2) weeks**.
  - c. If applicable, the Grantee shall submit formal written subcontract agreements between public and private partners detailing the partnership and roles of each partner within **sixty (60) days** after Grant Contract execution.
- A.6. Permissible Exceptions. The Grantee shall meet timeline deadlines and deliverable expectations set out in the Grantee's application, but should it be necessary, the State may alter and modify expectations to a mutually agreeable new timeline so long as there is no major impact to the general scope of services and final deliverables. The Grantee shall request such an alteration or modification in writing, signed, and on appropriate letterhead, to revise dates relative to this project timeline due to unforeseen circumstances. Approval from the State must be in writing and signed prior to extending or modifying dates.
- A.7. Notice of Violation. Should the Grantee receive a Notice of Violation for any reason from the State related to the site subject to this Grant Contract, the Grantee must deliver a copy of the Notice of Violation to the contact listed in Section D.8. of the Grant Contract within two (2) weeks of receiving the violation.

- A.8. Permits. The Grantee will apply for appropriate Division of Solid Waste Management permit-by-rule(s) for convenience centers unless otherwise approved in writing by the State. The State will provide technical assistance, as requested.
- a. The Grantee shall apply for permits **within two (2) weeks** of receiving the executed Grant Contract.
  - b. The Grantee cannot proceed or use funds until a permit is issued for the proposed site(s).
  - c. During the permitting process, the Grantee can work on and submit Section A.8 documentation.
  - d. The Grantee shall apply for all appropriate zoning and construction permits needed for this project.
- A.9. Site Preparation for Equipment. The Grantee shall make all site preparation in accordance with the approved project timeline. Site preparation must comply with all local, state, and federal rules and statutes. Additionally, the Grantee must comply with permit conditions for site preparation.
- a. Preparation for the site must comply with Tennessee Comprehensive Rules and Regulations 0400-11-01-.10(3) regarding design and operational standards.
- A.10. Installation. The Grantee may proceed with installation after Sections A.2 through A.9 have been completed and approved by the State. All equipment or materials shall be purchased and installed by **June 30, 2024**.
- a. The Grantee shall order equipment or materials within **two (2) weeks** of receiving approval of bid packages in accordance with Section A.8.b.
  - b. Installation shall be in accordance with the approved project plan timeline.
  - c. The Grantee shall install equipment within **thirty (30) days** of delivery to the site.
  - d. All equipment shall be entered into the county inventory and identified with appropriate tags.
  - e. All equipment serial numbers shall be easily accessed and match inventory controls.
- A.11. Final Inspection. Once Sections A.2 through A.10 are completed, and the facility and installed equipment are ready for operation and meet the terms of the permit, the Grantee shall submit a request for an inspection to the State for an on-site or virtual inspection.
- a. The Grantee shall request a State inspection within **two (2) weeks** of installation through the GMS portal.
  - b. All equipment shall be operational at the time of a final inspection.
  - c. All equipment shall be routinely maintained, cleaned, and serviced with accessible maintenance logs for the term of the Grant Contract.

- A.12. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2 through A.11. have been completed and approved by the State.
- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of inspection via the GMS portal.
  - b. A final request for grant reimbursement shall be submitted by **September 30, 2024**.
- A.13. Staffing and Operation Manual. The Grantee will develop, update, and print operation manuals for facility operations and procedures. The Grantee shall:
- a. Train staff in the operation of equipment and retain training files for in compliance with this Grant Contract and any other applicable laws or requirements.
  - b. Provide appropriate signage for operational staff and the public regarding the safe use of equipment.
  - c. Develop and print educational materials to instruct the public on proper use of the facility.
- A.14. Signage. All equipment and facilities funded through this grant must have signage with the reading: "This project was funded under a grant from the Tennessee Department of Environment and Conservation." The lettering must be at least one (1") inch tall and be placed in a publicly visible location, unless otherwise approved in writing. This sign must be posted at all times unless temporarily removed for repair or restoration following written notice to the State. "Grant Funded" sticker decals are available for mail delivery from the State upon request.
- A.15. Recycling. The Grantee shall collect a minimum of two (2) post-consumer packaging materials for recycling at this convenience center during the term of this Grant Contract.
- A.16. Failure to Progress. If the grant-funded project does not progress for a period of six (6) months and is determined by the State to be inactive, the State may initiate termination this Grant Contract for convenience in accordance with Section D.3. "Inactivity" is defined as the Grantee failing to demonstrate effective project activity towards completion or meet project milestones during any six (6) month period of this Grant Contract.
- A.17. Timing of Progress Reports. As required by Section D.17, the Grantee shall submit progress activity reports on a quarterly basis. These quarterly progress reporting activities shall, at a minimum, contain a summary of current project actions and upcoming actions.
- A.18. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at Subsections b., c., and d. below);
  - b. the Grantee's grant application;
  - c. Contract Fulfillment Letter, upon completion of Sections A.2 through A.17.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2023 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Five Thousand Three Hundred Twenty Six Dollars and Seventy Cents (\$45,326.70) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
 Division of Solid Waste Management  
 Materials Management Program, Grant Administration  
 312 Rosa L. Parks Avenue, 14th Floor  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation,  
 Division of Solid Waste Management  
 Materials Management Program, Grants Administration.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Cavene McHayle, Program Administrator 1  
 Department of Environment and Conservation  
 Division of Solid Waste Management  
 312 Rosa L. Parks Avenue, 14th Floor  
 Nashville, TN 37243  
 Email: Cavene.McHayle@tn.gov  
 Telephone# 615-982-0989

The Grantee:

Jim Vincent, County Executive  
 Rhea County  
 301 N. Market Street  
 Dayton, TN 37321  
 rheamayor@rheacounty.org  
 Telephone # (423) 775-7801  
 FAX # 423-775-5553

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.



- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9

and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased

with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

RHEA COUNTY:

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GRANTEE SIGNATURE

DATE

JIM VINCENT, COUNTY EXECUTIVE

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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

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DAVID W. SALYERS, P.E., COMMISSIONER

DATE



GRANT BUDGET				
Convenience Center Grant				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: October 1, 2023		END: September 30, 2028		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	45,326.70	11,331.68	56,658.38
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	45,326.70	11,331.68	56,658.38

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Marathon RJ-450 Compactor	30,166.38
Two (2) Wastequip 42 Cubic Yard Receiver Containers	26,492.00
<b>TOTAL</b>	<b>56,658.38</b>