

RESOLUTION 23-79

A RESOLUTION AUTHORIZING EXECUTION OF A SINGLE STREAM SOLID WASTE INTERLOCAL AGREEMENT WITH MARSHALL COUNTY FOR RECYCLABLE MATERIALS

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill recognizes that recycling services are essential to reduce the solid waste stream and to meet solid waste reduction and diversion goals established by the State of Tennessee Department of Environment and Conservation; and

WHEREAS, on October 21, 2013, the Board of Mayor and Aldermen approved Resolution 13-104, A Resolution to Work with Marshall County to Improve Recycling and Support Marshall County's Recycling Hub; and

WHEREAS, the Marshall County Commission approved an Authorizing Resolution on May 28, 2019, A Resolution authorizing an agreement between Marshall County and the City of Spring Hill; the Spring Hill Board of Mayor and Aldermen ratified the agreement on June 17, 2019 with the adoption of Resolution 19-91; continuation of the agreement was approved by Resolution 21-171 on September, 20, 201 and by Resolution 22-90 on May 16, 2022; and

WHEREAS, the Interlocal Agreement, a Single Stream Solid Waste Agreement, establishes terms and conditions for the City of Spring Hill to process recyclable materials through Marshall County; and

WHEREAS, Marshall County Commission approved the attached Interlocal Agreement effective upon execution by the City of Spring Hill, Marshall County Solid Waste will continue assessing a \$65 per ton fee for recyclable materials brought to the Marshall County Materials Recycling Facility, subject to a maximum contamination rate of eight percent (8%) and subsequent loads exceeding eight percent (8%) will incur an additional charge of fifty cents (\$.50) per ton per percentage point of contaminated materials delivered for processing, as stated in the terms in the attached Interlocal Agreement, Section 4, Cost of Services; and

WHEREAS, Marshall County Solid Waste will invoice the City of Spring Hill monthly based upon the tonnage; and

WHEREAS, execution of the Interlocal Agreement is being requested by the Marshall County Commission to formalize the associated terms and conditions.

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Spring Hill approves and authorizes the mayor to execute the Interlocal Agreement attached hereto with Marshall County effective July 1, 2023 through June 30, 2024, for materials recycling/single stream solid waste.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of May, 2023.


Jim Hagan, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-79*

SUBMITTED BY: Tyler Scroggins, Public Works Director

DATE: May 15, 2023

RE: To authorize execution of a single stream solid waste
Interlocal Agreement with Marshall County for Recyclable
materials from July 1, 2023 – June 30, 2024

ATTACHMENTS: Interlocal Agreement with Marshall County

PURPOSE:

The purpose of this resolution is to authorize execution of a single stream solid waste Interlocal Agreement with Marshall County for Recyclable Materials from July 1, 2023 to June 30, 2024.

BACKGROUND:

In October, 2013 the Board and Mayor of Aldermen approved Resolution 13-104 to work with Marshall County to improve recycling and support Marshall County's recycling Hub.

Marshall County Solid Waste will continue assessing a \$65 per ton fee for recyclable materials brought to the Marshall County Materials Recycling Facility, subject to a maximum contamination rate of eight percent (8%) and subsequent loads exceeding eight percent (8%) will incur an additional charge of fifty cents (\$.50) per ton per percentage point of contaminated materials delivered for processing, as stated in the terms in the attached Interlocal Agreement, Section 4, Cost of Service.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-79.

INTERLOCAL AGREEMENT BETWEEN
MARSHALL COUNTY AND SPRING HILL, TENNESSEE

THIS AGREEMENT is made and entered into by and among MARSHALL COUNTY (MARSHALL COUNTY SOLID WASTE) (hereinafter referred to as "Marshall County") and CITY OF SPRING HILL, TENNESSEE (hereinafter referred to as "Spring Hill") and is subject to the following premises, terms and conditions:

WHEREAS, Spring Hill requires assistance with disposal of its single stream recycling materials; and,

WHEREAS, Marshall County has the means and capacity to assist Spring Hill with disposal of its single stream recycling materials; and

WHEREAS, the Parties believe the terms of this Interlocal Agreement are in the best interests of both Parties and their respective citizens.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Purpose/Scope of Service.** Spring Hill agrees to transport and deliver single stream recycling materials (defined as plastics [PET #1 and HDPE #2], mixed paper, cardboard, aluminum beverage containers and steel containers) to the Marshall County Solid Waste Recovery Facility located at 611 Hawkins Drive, Lewisburg, Tennessee, for offloading and processing by Marshall County Solid Waste.

2. **Authority to Enter into Agreement.** This Agreement is made and entered into pursuant to the authority granted by the Parties under the Interlocal Cooperation Act, Tenn. Code Ann. §12-9-101, et seq., and the Parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

3. **Term.** This Agreement shall be effective retroactively from July 1, 2023, to June 30, 2024, and shall automatically renew for one (1) year terms thereafter. Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, by written notice of its decision to terminate this Agreement to the other Party. Additionally, this Agreement may be suspended until further notice by Marshall County without prior notice if the Marshall County Solid Waste Recovery Facility shall become inoperable for whatever reason.

4. **Cost of Services.** Spring Hill agrees to pay Marshall County Sixty-Five Dollars (\$65.00) per ton of materials delivered to Marshall County Solid Waste Recovery Facility, subject to a maximum contamination rate of eight percent (8%). Upon the first load exceeding eight percent (8%) contamination, Spring Hill will receive a warning. Subsequent loads exceeding eight percent (8%) contamination will incur an additional charge of fifty cents (\$.50) per ton per percentage point of contaminated materials delivered for processing. Marshall County reserves the right to refuse any load deemed too contaminated for processing, in which

case Spring Hill shall be charged the actual cost of disposal of said load. Marshall County shall dispose and/or transfer delivered materials as it may choose.

5. **Invoicing for Services.** Marshall County shall invoice on a once monthly basis for all services rendered hereunder to Spring Hill.

6. **Dispute Resolution.** In the event a dispute or disagreement arises from the operations described herein, a dispute committee shall be formed consisting of the Spring Hill Mayor or his/her designee, the Marshall County Mayor or his /her designee and one (1) member to be mutually agreed upon to resolve said dispute vis-à-vis nonbinding mediation. Thereafter, and as necessary, either party may seek any legal remedy available under the law.

7. **Severability.** The Parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term, or provision held to be invalid.

8. **Choice of Law.** This Agreement shall be construed under the laws of the State of Tennessee.

9. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all Parties.

This Agreement shall be binding upon the Parties and shall take effect from and after its ratification and signing pursuant to the requirements of the Interlocal Cooperation Act. This 15th day of May, 2023.

MARSHALL COUNTY COMMISSION CITY OF SPRING HILL BOARD OF MAYOR AND ALDERMEN

By: Mike Keny
Mike Keny, County Mayor

By: Jim Hagaman
Jim Hagaman, Mayor